

# NOTICE OF MEETING

The Regular Meeting of the Incline Village General Improvement District (IVGID) Board of Trustees will be Held Starting at 6:00 PM on October 9, 2024 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

Public Comment is allowed and Members of the Public are Welcome to Provide Public Comment via Telephone at (877) 853-5247 (the Webinar ID will be Posted to the IVGID Website on the Day of the Meeting). The Meeting will be Available for Viewing at <https://livestream.com/accounts/3411104>.

A. PLEDGE OF ALLEGIANCE\*

B. ROLL CALL OF TRUSTEES\*

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

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

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

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

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

1. **SUBJECT:** District General Manager's Monthly Status Report. (Requesting Staff Member: Interim General Manager Karen Crocker) – *pages 6 - 103*
2. **SUBJECT:** Report and Status Update on Staff's Progress related to the Rubin Brown Report Observations, including Dates of each Completed Observation and Expected Completion Dates of Observations not yet Resolved and most recent Bank Reconciliations. (Requesting Staff Member: Interim Director of Finance Sue Griffith) – *pages 104 - 138*
3. **SUBJECT:** Report: Community Service Administrative Fund, what makes up this Account and what Rolls into it. (Requesting Staff Member: Interim Director of Finance Susan Griffith) – *pages 139 - 141*
4. **SUBJECT:** Food and Beverage Report on the Sales of Food at the Incline Beach and Burnt Cedar Beach for the period of May 2024 through and including August 30, 2024 (Requesting Staff Member: Interim District General Manager Karen Crocker) – *pages 142 - 145*

## 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.*

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# NOTICE OF MEETING

Agenda for the Board Meeting of October 9, 2024 - Page 2

## F. CONSENT CALENDAR (for possible action)

1. **SUBJECT:** Approval of the IVGID Board of Trustees Meeting Minutes for August 20, 2024. (Requesting Staff Member: District Clerk Heidi White) – **pages 146 - 189**
2. **SUBJECT:** Approval of the IVGID Board of Trustees Meeting Minutes for August 28, 2024. (Requesting Staff Member: District Clerk Heidi White) – **pages 190 - 321**
3. **SUBJECT:** Approval of the IVGID Board of Trustees Meeting Minutes for September 11, 2024. (Requesting Staff Member: District Clerk Heidi White) – **pages 322 - 412**
4. **SUBJECT:** Accept a Donation, in the Amount of Not to Exceed \$2,000, from the Incline Tahoe Foundation for the Purposes of Purchasing Candy for the Annual Trail of Treats and Terror Event which will be held on October 24, 2024. (Requesting Staff Member: Interim District General Manager Karen Crocker) – **page 413**

*Recommendation for Action:* That the Board of Trustees make a Motion to Accept a Donation, in the Amount of Not to Exceed \$2,000, from the Incline Tahoe Foundation for the Purposes of Purchasing Candy for the Annual Trail of Treats and Terror Event to be held on October 24, 2024.

5. **SUBJECT:** Review, Discuss and Possibly Approve a Purchase Order Agreement with Cisco Air Systems for Annual Commissioning and Start-Up Services for the District's Snowmaking Air Compressors. FY 2024/25 Operating Expense: Fund: Community Services; Division: Ski; GL Account # 30343463-7510; Vendor: Cisco Air Systems, in the amount of \$14,866.60. (Requesting Staff Member: General Manager Diamond Peak Ski Resort Mike Bandelin) – **pages 414 - 424**

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

1. Approve a Purchase Order Agreement with Cisco Air Systems for Annual Commissioning and Start-Up Services for the District's Snowmaking Air Compressors; and,
2. Authorize the Interim General Manager to Execute the Purchase Order Agreement.

## G. GENERAL BUSINESS (for possible action)

1. **SUBJECT:** Review, and Discuss, the General Manager Recruitment Process, Determine the Number of Anticipated Applicants to be Interviewed and the Preferred Method of interviewing Selected Candidates; Discuss, and Approve the Date(s) for Candidate Interviews. (Requesting Staff Member: Director of Human Resources Erin Feore) – **pages 425 - 431**

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# NOTICE OF MEETING

Agenda for the Board Meeting of October 9, 2024 - Page 3

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

1. Approve the Number of Anticipated Applicants to be Interviewed;
  2. Select, and Approve a Preferred Method of interviewing Selected Candidates; and
  3. Select and Approve the Date for Candidate Interviews.
2. **SUBJECT:** Review, Discuss, and Possibly Approve a Change to the Reporting Structure for the Contracts & Purchasing Manager Position. (Requesting Staff Member: Director of Human Resources Erin Feore) – *page 432*

*Recommendation for Action:* That the Board of Trustees Approve the Recommended Change to the Reporting Structure for the Contracts & Purchasing Manager position.

3. **SUBJECT:** Review, Discuss, and possibly Approve the Contracts & Purchasing Manager Job Description per Policy and Practice 144 Resolution No. 1911 Personnel Management. (Requesting Staff Member: Human Resource Director Erin Feore) – *pages 433 - 443*

*Recommendation for Action:* That the Board of Trustees make a Motion to Approve the Final Draft of the Contracts and Purchasing Manager Job Description.

4. **SUBJECT:**  
Review, Discuss, and Direct Staff to Work with Legal Counsel to Finalize an Agreement with Tyler Systems, and Authorize the Interim General Manager to Execute the Agreement for Services Noted in Quote #2024-489621-K4S7M9 to Include: Open Finance Public Finance Portal Implementation; Employee Self Service Web Portal Upgrade; and Onsite Enterprise ERP Training; Amount Not to Exceed \$97,400. (Requesting Staff Members: Director of Information Technology Mike Gove and Interim Director of Finance Susan Griffith) – *pages 444 - 451*

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

1. Direct Staff to Work with Legal Counsel to Finalize an Agreement with Tyler Systems, and
  2. Authorize the Interim General Manager to Execute the Agreement for Services Noted in Quote #2024-489621-K4S7M9 to Include: Open Finance Public Finance Portal Implementation; Employee Self Service Web Portal Upgrade; and Onsite Enterprise ERP Training; Amount Not to Exceed \$97,400.
5. **SUBJECT:** Review, discuss and possibly approve Blanket Purchase Orders for Purchase of Food and Beverage from U.S. Foods in Amount Not to Exceed \$479,500, with Sierra Meet and Seafood in Amount Not to Exceed \$200,000 and Southern Glazer Wine and Spirits in Amount Not to Exceed \$158,500 for Fiscal Year 2024/25, Pursuant to NRS 332.115 and Board Policy 21.1.0 (Requesting Staff Member: General Manager Diamond Peak Ski Resort Mike Bandelin) – *pages 452 - 539*

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Agenda for the Board Meeting of October 9, 2024 - Page 4

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

1. Approve the Blanket Purchase Orders for US Foods in Amount not to Exceed \$479,500 and,
2. Sierra Meat and Seafood in Amount not to Exceed \$200,000 and,
3. Southern Glazer Wine and spirits in Amount not to Exceed \$158,500 for Fiscal Year 2024/25, Pursuant to NRS, 332.15 and Board Policy 21.1.0.

6. **SUBJECT:** Review, Discuss and Possibly Approve Practice 6.2.0, Budgeting and Fiscal Management: Community Services and Beach Pricing for Products and Services. (Requesting Staff Member: Director of Administrative Services Susan Herron) – *pages 540 - 561*

*Recommendation for Action:* That the Board of Trustees makes a Motion to Approve Practice 6.2.0, Budgeting and Fiscal Management: Community Services and Beach Pricing for Products and Services.

7. **SUBJECT:** Review, Discuss, and Possibly provide Direction to Staff on Venue Discounts provided to Non - Profit Groups, Community Groups, and Others. (Requesting Staff Member: Interim District General Manager Karen Crocker) – *pages 562 - 568*

*Recommendation for Action:* That the Board of Trustees make a Motion to Approve Staff's Recommendation to Charge the Non-Profit Rate to the Crystal Bay Yacht Club, Golf Clubs, Republican Woman's Group and the Sierra Angels, Effective October 10, 2024.

- H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS (for possible action)
- I. LONG RANGE CALENDAR – *pages 569 - 571*
- J. BOARD OF TRUSTEES UPDATE
- K. FINAL PUBLIC COMMENTS - Limited to a maximum of three minutes in duration.
- L. ADJOURNMENT (for possible action)

CERTIFICATION OF POSTING OF THIS AGENDA

## Incline Village General Improvement District

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# NOTICE OF MEETING

Agenda for the Board Meeting of October 9, 2024 - Page 5

I hereby certify that on or before 9:00 AM on Friday, October 4, 2024, a copy of this agenda (IVGID Board of Trustees Session of October 9, 2024) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 213:

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

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

/s/ Heidi H. White

Heidi H. White

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

***IVGID Board of Trustees: Chair Sara Schmitz, Vice Chair Matthew Dent, Treasurer Raymond Tulloch, Secretary Michaela Tonking, and David Noble***

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

## **Incline Village General Improvement District**

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**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Karen Crocker  
Interim General Manager

**SUBJECT:** District General Manager's Monthly Status Report - September 2024.

**DATE:** October 9, 2024

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**INTERIM GENERAL MANAGERS UPDATE**

**I. Washoe County Interaction**

A letter from IVGID requesting additional staffing for the Finance Department was sent to Washoe County on Friday, September 27, 2024.

**II. Rubin Brown Report Status**

Interim Finance Director, Griffith will be presenting an update on the Observations as a separate item as part of this agenda packet. This report will be a regular item on a monthly basis.

**III. Audit Committee**

The next Audit Committee will be held on Tuesday, October 15 @ 3:00 pm at IVGID's Administration building.

**IV. Annual Audit Status**

Our annual audit for Fiscal Year 24 will start on October 21, 2024, with the DavisFarr Auditors being on site on October 28, 2024.

Fiscal Year Budget 2024 Augmentation Request was denied by the Nevada Board of Taxation. Attached is the denial letter.

**V. Request for Proposal for Management Services**

This request for proposal was placed on PlanetBids on Friday, August 30, 2024. Responses were due by 9:00 am on September 25, 2024. We did not receive any proposals for Management Services.

**VI. Nevada Department of Taxation**

The Interim Finance Director Griffith and Interim General Manager Crocker has been meeting with the Department of Taxation on a weekly basis to discuss and show progress on our deficiencies. There is a meeting scheduled for October 23rd, by The Department of Taxation, where Interim Finance Director Griffith and Interim General Manager Crocker will be attending.

**VII. Fiscal Year 2025 Budget Status**

Interim General Manager Crocker will be giving a verbal report on recommendations.

**VIII. Board of Trustees Town Hall**

The IVGID Board of Trustees held a Town Hall meeting, where community members submitted questions for Trustees to respond to.

**IX. Venue Status Reports**

See the attached reports for September. There is no golf report.

**X. Public Records Log**

Public Records Log for Requests from May 10, 2024, through October 3, 2024, attached to this report, and can be reviewed online at <https://ivgid.nextrequest.com/requests>

**XI. ATTACHMENTS**

- 1) Audit Letter from the Department of Taxation
- 2) DavisFarr Engagement Letter
- 3) Augmentation Letter
- 4) September 2024 Venue Status Reports
- 5) Town Hall Presentation
- 6) Public Records Request Log



STATE OF NEVADA  
DEPARTMENT OF TAXATION

Web Site: <https://tax.nv.gov>  
Call Center: (866) 962-3707

LAS VEGAS OFFICE  
700 E. Warm Springs Rd, Suite 200  
Las Vegas, Nevada 89119  
Phone (702) 486-2300  
Fax (702) 486-2373

JOE LOMBARDO  
*Governor*  
GEORGE KELESIS  
*Chair, Nevada Tax Commission*  
SHELLIE HUGHES  
*Executive Director*

CARSON CITY OFFICE  
3850 Arrowhead Dr., 2<sup>nd</sup> Floor  
Carson City, Nevada 89706  
Phone: (775) 684-2000  
Fax: (775) 684-2020

RENO OFFICE  
4600 Kietzke Lane, Suite L.235  
Reno, NV 89502  
Phone: (775) 687-9999  
Fax: (775) 688-1303

September 18, 2024

Incline Village General Improvement District  
Susan Griffith/Interim Director of Finance  
893 Southwood Blvd  
Incline Village, NV 89451

Re: Annual Audit Report – Fiscal Year 2023

Dear Ms. Griffith:

Pursuant to NRS 354.6245, the Department of Taxation is charged with the review of all annual audits to determine their compliance with statutes and/or regulations adapted pursuant to NRS 354.594. The department must also identify all violations of statute and/or regulations reported therein.

Your audit did not meet the provisions required in NRS 354.624(4).

- An expression of opinion on the financial statements was not included in the audit due to:
  - A New Accounting System
  - Significant Turnover of Financial Staff
  - Numerous Misstatements in The Accounting Records
  - On Going Forensic Due Diligence Investigation
  - The auditors referenced the basis for disclaimer opinion stating they were unable to complete the analytical review procedures of revenues and expenses and were not able to obtain sufficient audit evidence supporting other amounts in the financial statements
    - In accordance with GAAP District management is responsible for the preparation and fair presentation of the financial statements, for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- Also, in our review of your audit, we noticed that the audit referred to Capital Improvement Project Budget Carry-Forward. Pursuant to NRS 354.620 any unencumbered balance on an accrual or modified accrual basis or any unexpended balance on a cash basis remaining to the credit of any appropriation shall lapse at the end of the fiscal year and shall revert to the available balance of the fund from which appropriated.



Please provide the department an update as to management's progress on IVGID's internal control deficiencies #2023-001 and #2023-002 as mentioned in the audit.

In reference to #2023-002 please provide monthly bank reconciliations for May, June, and July 2024 as provided to the board of directors for IVGID and discussed at the CLGF meeting on August 7, 2024. Please provide the items above, no later than September 30, 2024.

If you have any questions, please call me at 775-684-2065 or e-mail me at [Kgrahmann@tax.state.nv.us](mailto:Kgrahmann@tax.state.nv.us).

Sincerely,

Kellie Grahmann, Budget Analyst  
Local Government Finance  
Department of Taxation

CC: General Manger, Karen Crocker  
Board Chairman, Sara Schmitz  
Auditor, Davis Farr



STATE OF NEVADA  
DEPARTMENT OF TAXATION

Web Site: <https://tax.nv.gov>  
Call Center: (866) 962-3707

LAS VEGAS OFFICE  
700 E. Warm Springs Rd, Suite 200  
Las Vegas, Nevada 89119  
Phone (702) 486-2300  
Fax (702) 486-2373

JOE LOMBARDO  
*Governor*  
GEORGE KELESIS  
*Chair, Nevada Tax Commission*  
SHELLIE HUGHES  
*Executive Director*

CARSON CITY OFFICE  
3850 Arrowhead Dr., 2<sup>nd</sup> Floor  
Carson City, Nevada 89706  
Phone: (775) 684-2000  
Fax: (775) 684-2020

RENO OFFICE  
4600 Kietzke Lane, Suite L235  
Reno, NV 89502  
Phone: (775) 687-9999  
Fax: (775) 688-1303

September 19, 2024

Incline Village General Improvement District  
Susan Griffith, Interim Director of Finance  
893 South Blvd  
Incline Village, NV 89451

Re: Augmentation Dated January 31, 2024, for Fiscal Year 2023-24

Dear Ms. Griffith:

The Department of Taxation has received the Resolution No. 1907 dated January 31, 2024, augmenting the general fund. This augmentation for the FY 23/24 budget is not approved, and the Department determined the augmentation did not have the necessary available resources in accordance with NAC 354.410. Ending fund balance is NOT an available resource.

Please be advised the related documents received did not meet the requirements of NRS 354.598005. Further information was discussed with the District, as shown below:

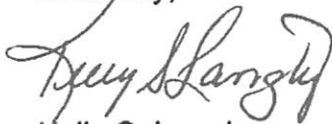
- Resolution (Exhibit 1)
  - Documentation stated that the available resources were \$2,628,245 which is the ending fund balance, not a resource, in accordance with NAC 354.410(1).
  - Documentation states additional unanticipated resources - these are not resources they are expenses.
- Notice of Public Hearing (Exhibit 2)
  - Documentation references "Carry forward" of the Information Technology General Fund – This is not a resource per NAC 354.410. NRS 354.620 states any unencumbered balance or any unexpended balance remaining shall lapse at the end of the fiscal year and shall revert to the available balance of the fund from which appropriated.
  - General Fund Reserves – not a resource, not a reserve – This is the ending fund balance. See NRS 354.620 above.
  - Recreation Services, Beach Utility Reserves, Internal Services Reserves – not in the augmentation – if augmenting Enterprise Funds or Internal Service Funds, they should be recorded in the following quarterly economic survey in accordance with NRS 354.598005(4).
- Budget Forms Schedule 4413LGF (Exhibit 3)
  - Revenue – No New Available Resources.

- Revenue – beginning fund balance identified needs to reflect the final budget.
- Revenue – audited beginning fund balance less than final budget. Augmentation reflects over expenditure in the final budget 2024 in the beginning fund balance.
- Expenditure – There should only be 4 object classifications: Salaries, Employee Benefits, Service & Supplies, and Capital outlay.
- Expenditure – See Contingency on the last page before ending fund balance.
- Expenditure – Needs to match the final budget numbers (Column 2).
- Expenditure – The revision amount was added to the expenses and to the ending fund balance.
- Revenues & Expenditures - need to match total fund commitments and fund balance needs to equal available resources.

The items referenced above did not meet the NRS 354.598005 requirements for augmentations.

Should you have any questions, please do not hesitate to contact Kellie Grahmann at (775) 684-2065 or by e-mail at [Kgrahmann@tax.state.nv.us](mailto:Kgrahmann@tax.state.nv.us).

Sincerely,



Kelly S. Langley  
Supervisor Local Government Finance  
Department of Taxation

CC: General Manager, Karen Crocker  
District Board Chairman, Sara Schmitz  
Externa Auditor, Davis Farr, CPA



**RESOLUTION NO. 1907**

**A RESOLUTION TO AUGMENT THE 2023-2024 BUDGET OF INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

**WHEREAS**, the total resources of the General Fund, Incline Village General Improvement District were budgeted to be \$10,076,699 on July 1, 2023; and

**WHEREAS**, the total available resources are now determined to be \$2,628,245.

**WHEREAS**, said additional unanticipated resources are as follows:

Salaries and Benefits	\$749,800
Information Technology FY22-23 Carry Forward	\$122,149
Services and Contracts	\$641,000

Total: \$1,512,949

**WHEREAS**, there is a need to apply these excess proceeds in the General Fund.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, that Incline Village General Improvement District shall augment its

2023-2024 budget by appropriating \$1,512,949.00 for use in the General Fund, thereby increasing its appropriations from \$10,076,699 to \$11,589,648. A detailed schedule is attached to this Resolution and by reference is made part thereof.

**IT IS FURTHER RESOLVED**, that the Clerk shall forward the necessary documents to the Department of Taxation, State of Nevada.

.....  
I hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted at a Special held meeting of the Board of Trustees of the Incline Village General Improvement District on the 31st day of January, 2024, by the following vote:



**AYES:**

Trustee Dent  
Trustee Noble  
Trustee Tulloch  
Trustee Schmitz  
Trustee Tanking

**NAYS:**

None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ABSENT:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

[Signature]

Sergio Rudin  
Legal Counsel

By: [Signature] 1-31-24

Sara Schmitz  
Chair, IVGID Board of Trustees

**ATTEST:**

[Signature]  
District Clerk

## NOTICE OF PUBLIC HEARING

IVGID is proposing a budget augmentation including a General Fund appropriation increase. The proposed augmentation would increase the total IVGID budget by \$5,469,649 which includes a General Fund increase of \$1,512,949.

The proposed budget increases are due to the following factors:

- Funding of the Tennis Court rehabilitation project
- Funding the Finance Department for additional accounting resources
- Carryforward of the Information Technology General Fund items from Fiscal Year 2022-23
- Funding of the recommended Forensic Due Diligence Audit contract
- Funding of the recommended Point of Sale system
- Funding of the Finance Department staffing additions

The unanticipated revenue sources are:

- General Fund Reserves in the amount of \$1,512,949
- Recreational Services Reserves, Beach Utility Reserves, Internal Services Reserves in the cumulative amount of \$3,956,700.

Copies of the proposed documents are available at 893 Southwood Blvd., Incline Village, NV 89451

The public hearing will be held:  
**Wednesday, January 31, 2024 not earlier than 6:00 pm and as soon thereafter as practicable at  
893 Southwood Blvd, Incline Village, Nevada**  
Please check the posted Board of Trustees Notice of Meeting for any changes.

The 2023 Budget, which were presented to the Board of Trustees on May 25, 2023, is available on the website:  
<https://www.yourtahoeplace.com/ivgid/board-of-trustees/archived-agendas-and-packets-2023-january-june>

If you have comments about the proposed changes to the budget augmentation, please contact the IVGID Clerk.

By mail: 893 Southwood Boulevard Incline  
Village, Nevada 89451 Attn:  
Department Of Finance

Phone: (775) 832-1100  
Fax: (775) 832-1331  
E-mail: [info@ivgid.org](mailto:info@ivgid.org)











EXPENDITURE BY FUNCTION AND ACTIVITY	FINAL BUDGET	REVISIONS	REVISED EXPENDITURES
			-
			-
			-
<b>SUBTOTAL EXPENDITURES</b>	<b>8,010,299.00</b>	<b>1,512,949.00</b>	<b>9,523,248.00</b>
<b>OTHER USES</b>			
Contingency (not to exceed 3% of total expenditures)			
Operating Transfers			
<b>SUBTOTAL OTHER USES</b>			
<b>ENDING FUND BALANCE</b>			
Reserved			
Unreserved	1,330,204.00	1,512,949.00	2,843,153.00
<b>TOTAL</b>			
<b>ENDING FUND BALANCE</b>	<b>1,330,204.00</b>	<b>1,512,949.00</b>	<b>2,843,153.00</b>
Prior Period Adjustments			
Residual Equity Transfers			
<b>TOTAL FUND COMMITMENTS AND FUND BALANCE</b>	<b>9,340,503.00</b>	<b>1,512,949.00</b>	<b>10,853,452.00</b>

(Local Government)  
Schedule B - \_\_\_\_\_ General Fund \_\_\_\_\_ Fund

Page \_\_\_\_\_

# **Venue Status Reports September 2024**

## MEMORANDUM

**TO:** Karen Crocker  
Interim District General Manager

**FROM:** Mike Bandelin  
Diamond Peak Ski General Manager

**SUBJECT:** Venue Status Report – Ski Venue – September 2024

**DATE:** October 9, 2024

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Staff has been working on and completing annual maintenance of the equipment, infrastructure and assets. Seasonal managers of departments will be on boarded in the near future as recruiting for seasonal staff begins in October for the upcoming season.

Staff provided a memorandum to the Capital Investment Committee Meeting at their meeting on August 20, 2024 (Item F.2) for review and discussion related to the proposed draft Request for Qualifications to perform a Needs Assessment related to the Districts Snowflake Lodge at the Ski Venue. The RFQ, with suggested modifications from the Capital Investment Committee was approved to present the recommendation to the District's Board of Trustees at a future meeting.

The Districts ski fund (34) FY2024/25 includes total capital appropriations of \$1,125,000 for the following projects.

To date, the replacement grooming vehicle project has been approved by the Board of Trustees at their meeting on August 28, 2024 (Item G.5). The District will see delivery of the grooming vehicle in late November.

The replacement ski shuttle bus as well the purchase of two snowmaking fan gun projects are currently in procurement contract negotiations and may be in agenzized for Board review and approval in the month of November.

The main lodge electrical entrance project is on schedule to release bid documents this fall and follow up with a Board of Trustees contract award during the month of January.

The Red Fox ski lift counterweight cable replacement project was completed. Staff has determined that the haul rope grips will not be replaced as the grips meet now meet specific clearance criteria when installed on the new haul rope.

## Ski Venue

<b>Budget Amount</b>	<b>Project Description</b>
\$550,000.00	Replace Grooming Vehicle - Originally purchased in 2014.
\$205,000.00	This Project Replaces One of the Two 2010 Ski Shuttle Busses
\$20,000.00	This Project Replaces Mountain Operations Snowmobile
\$100,000.00	This project consists of the procurement of two snowmaking fans guns
\$175,000.00	This project replaces the 1966 electrical entrance panels at the ski venue main lodge.
\$75,000.00	Replace Red Fox Ski Lift 1979 Counterweight Cable and Haul Rope Carrier Grips
\$1,125,000.00	

## **MEMORANDUM**

**TO:** Karen Crocker  
Interim General Manager

**FROM:** Susan Griffith  
Interim Director of Finance

**SUBJECT:** Status Report for September 2024 – Finance/Accounting

**DATE:** **October 9, 2024**

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### **Finance and Accounting**

The department has been working on the following items during 3<sup>rd</sup> quarter 2024:

- Completed the regular accounting cycles and tasks in the general ledger and subsidiary ledgers. Completed regular updates with the various departments regarding their budget activities and provide relevant analyses and reports. Provide public records request information.
- Transferred and trained workload of open Accountant position to others in the department.
- Absorbed services previously performed by consultants for various tasks and allocate to staff or postpone work. Examples: Bank reconciliation, updated capital asset schedule, fixed asset entry and depreciation, stale dated check files.
- Completed physical counts and spot inventories for the various IVGID locations.
- Compiled list of issues relevant to the functionality and errors within the Tyler accounting system. Some examples: Requisition Entry, Dropping Discounts, new budget loading,
- Completed the interim audit work for FY24.
- Navigated accounts payables issues without blanket purchase orders, implementing a CURF process, and providing training to staff. This process takes approximately one FTE equivalent away from other tasks within the

department as well as impacting others that have to perform time-sensitive additional approvals for departments involved in the CURF transactions due to lack of board-approved blanket purchase orders.

- Responsive to needs of other departments for reports, requests for budgetary information, procurement cards and related transaction issues, and unique transactions.
- Learned and worked to correct issues such as actual FY25 budget numbers and improper FY24 budget augmentation filing with the Department of Taxation.
- Transferred and trained on workload of open Director of Finance and Assistant Director of Finance to others in the department as items arise.
- Trained staff and examined cost allocations and related reports to understand the various allocations activities and record year-end adjustments into the general ledger.
- Attended regular meetings with the Department of Taxation's Local Government Finance Analysts to inform new personnel of IVGID compliance issues, train on processes and procedures, and provide requested materials.
- Preparation for ski season by revenue staff.
- Working on closing out the general ledger for FY24, completing bank reconciliations and related work in preparation for the auditors field work scheduled for the last two weeks of October 2024.
- Receipt and examination of parcel tax report dated September 26, 2024. A list of unpaid parcel numbers as of this date is attached. Residents have until October 7, 2024 to make payment to Washoe County. An updated report will be provided to the Board at the October 30, 2024 meeting.

In addition to the items listed above, staff analyzed options to get additional accounting help. Options implemented include assistance from other IVGID staff, a letter request to Washoe County for temporary assistance, and recruitments for the Director of Finance and Accountant vacancies. In consideration of budgetary constraints, the Assistant Director of Finance is not being filled in FY24. Attached please find a copy of the letter to Washoe County.

**Parcels with Unpaid Status as of 09/26/24:**

12206021	12516201	12629408	13018052
12208102	12516203	12629409	13019101
12208103	12516204	12629415	13019109
12208201	12516207	12629421	13020203
12209013	12516314	12629444	13020321
12211103	12517216	12630103	13020327
12211108	12517217	12630109	13020416
12211209	12517301	12630111	13021110
12211501	12517307	12630116	13022106
12211516	12518103	12630203	13022111
12211608	12518105	12643033	13022209
12211625	12518106	12643039	13022219
12212404	12518107	12643042	13022222
12212421	12518108	12643044	13023034
12212509	12518109	12644012	13024158
12212807	12518111	12645018	13033211
12212908	12518112	12647004	13033212
12212911	12518113	12647007	13033301
12213210	12518115	12647012	13033405
12213314	12518118	12649010	13033602
12213506	12518119	12650020	13033606
12214101	12518120	12650023	13033609
12216211	12518121	12651001	13033611
12216224	12518122	12652114	13033612
12219103	12518123	12655008	13033703
12219106	12518124	12655010	13038303
12219111	12518125	12655014	13039004
12219307	12518126	12655018	13101212
12219327	12518127	12656042	13101304
12219336	12518128	12657012	13101309
12219402	12518129	12657035	13101317
12219503	12518131	12706014	13102104
12219504	12518524	12707101	13102111
12219505	12518530	12707108	13103202
12220121	12521106	12707131	13103212
12220124	12522120	12707323	13107002
12220203	12523117	12707409	13107024
12220223	12523303	12707524	13107038
12221126	12523306	12707622	13108023
12221146	12524315	12707624	13112109
12221302	12524337	12707701	13112111
12221303	12524429	12710020	13112138
12221308	12524506	12710025	13112203
12221314	12535206	12710028	13112214
12221517	12536113	12712025	13113206
12225108	12537302	12713207	13114019



**Parcels with Unpaid Status as of 09/26/24:**

12225202	12538202	12713227	13114040
12225209	12538209	12725003	13114047
12251006	12538301	12725004	13118023
12251008	12538503	12725040	13120143
12253021	12543115	12729004	13120233
12303306	12543201	12729011	13122101
12304301	12543205	12729024	13122105
12310101	12543207	12730029	13122410
12310108	12543303	12730030	13123101
12313107	12544106	12730049	13123310
12313108	12544210	12730057	13123326
12313307	12545108	12730076	13123404
12313411	12545110	12730077	13125014
12313412	12546202	12730087	13125015
12313507	12546309	12731014	13125028
12314301	12546313	12732006	13126137
12314304	12548104	12732007	13126145
12316101	12548228	12732024	13127007
12316506	12548233	12732050	13127013
12316514	12549108	12732058	13127017
12326012	12549114	12733013	13201101
12327102	12550103	12736114	13203001
12327217	12550209	12736124	13203020
12327402	12550302	12736225	13203053
12327402	12551120	12744005	13203080
12327403	12552110	12745001	13205211
12328208	12552302	12746004	13205324
12329102	12552306	12747015	13205405
12329302	12553123	12748003	13206108
12329501	12553129	12756012	13206109
12403216	12553135	12760003	13206113
12404212	12554111	12803203	13206318
12404330	12554113	12803213	13206329
12404342	12555301	12805220	13219104
12404347	12576001	12806002	13219110
12404359	12577001	12807201	13219209
12406301	12608103	12808002	13221118
12406311	12608112	12812019	13221123
12406404	12608118	12813204	13222107
12406410	12608129	12827002	13222208
12406412	12608257	12827003	13222301
12406413	12608343	12836214	13224011
12407113	12608403	12915001	13225103
12407119	12608410	12915003	13225108
12407128	12609002	12918001	13225139
12407131	12609014	12920001	13226003
12407203	12610209	12925106	13226004

**Parcels with Unpaid Status as of 09/26/24:**

12408106	12611018	12925115	13226005
12408206	12612012	12925204	13226006
12408218	12612015	12925208	13228001
12408222	12613004	12925216	13230003
12408226	12613009	12926016	13231001
12408228	12613013	12927005	13240003
12408328	12615101	12929123	13241001
12408505	12615104	12929235	13243105
12408507	12615204	12942001	13243106
12408516	12615227	12965043	13243107
12434005	12615238	12965045	13243108
12434022	12616207	13006102	13243109
12439001	12617116	13008101	13243110
12440007	12617119	13008107	13243111
12481006	12617305	13008216	13243201
12490001	12617307	13008222	13243205
12490002	12617316	13008229	13243207
12491102	12623103	13008233	13243208
12492103	12624102	13008306	13243209
12492109	12625108	13008314	13243210
12504103	12626308	13009002	13248002
12513134	12627205	13016209	13256024
12513502	12628019	13016216	13256031
12514106	12629201	13016332	13257005
12514108	12629216	13018013	13257015
12514206	12629224	13018016	13257018
12515103	12629256	13018018	13262104
12515301	12629257	13018024	
12515513	12629301	13018029	
12516125	12629329	13018039	



September 26, 2024

Chair Alexis Hill  
Washoe County Board of Supervisors  
1001 E. Ninth Street  
Reno, NV 89512

Eric Brown, County Manager  
1001 E. Ninth Street  
Reno, NV 89512

Dear Chair Alexis Hill and County Manager Brown,

In accordance with the vote of the Board of Trustees of the Incline Village General Improvement District (“District”) held at the meeting on September 11, 2024, meeting, this letter is intended to serve as the written request of the Board of Trustees under NRS 318.098 for assistance of Washoe County. The District seeks the assistance to fill the positions of 3 full-time equivalent employees for the following positions: Accountant Position and two Accounting Technician Positions. The work required by the District shall consist of accounts payable and data entry in the District’s finance department.

In accordance with NRS 318.098, the District is prepared to pay the actual additional expenses and costs of Washoe County necessitated by this request. The District appreciates the assistance of Washoe County with this request.

Please do not hesitate to contact District Interim General Manager Karen Crocker at (775)883-8803 should you have any additional questions.

Sincerely,

Sara Schmitz

Board Chair  
Incline Village Board of Trustees

cc:  
Karen Crocker, Interim General Manager ([kmc@ivgid.org](mailto:kmc@ivgid.org))  
Sergio Rudin, District General Counsel ([Sergio.Rudin@bbkllaw.com](mailto:Sergio.Rudin@bbkllaw.com))

## **MEMORANDUM**

**TO:** Karen Crocker, Interim General Manager  
**FROM:** Erin Feore, Director of Human Resources  
**SUBJECT:** Monthly Venue Manager Status Report  
**DATE:** September 27, 2024

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The Human Resources team continues with recruitment efforts for ongoing seasonal staffing and full-time/year-round staffing needs. Our Talent Acquisition Specialist continues to manage the recruitment efforts for the District and has reported the following Open/Filled Full Time/Year Round (FT/YR) positions:

**Filled**

Lift Operations - Supervisor

**Openings**

Senior Engineer

District General Manager

Director of Finance

Contracts & Purchasing Manager

Contracts Administrator I/II

Accountant

Recreation Supervisor – Sports & Community Programs

The Human Resources team continues to support the District operations with ongoing new/rehire processing, terminations of employment, etc.

The Recruitment team continues to remain very busy throughout the summer months. The team continues to maintain contact with their network of regional professionals to stay ahead of hiring trends. Additionally, the team has attended a number of local and regional job fairs & recruitment events:

9/4/24 – Incline High School Back to School

9/5/24 – UNR Part-time and Seasonal Job Fair

9/18/24 – Diamond Peak Job Fair

9/25/24 – Carson City Job Fair

9/28/24 – WCSO Community Picnic

Additionally, the HR and Recruitment teams, having partnered with the Incline Middle School staff, held a meeting for students enrolled in the “Exploratory Class”. In this meeting, students learned about employment: how to apply for a job, what employers are looking for, what skills are important, etc. This was a resounding success and there are plans to partner with schools to continue this program.

The HR/Recruiting team continues to manage ongoing hiring/rehiring processes and employee file maintenance. As mentioned in a previous report, the HR Staff has partnered with PoolPact to begin Phase 1 of the Pool's Human Resources Compliance Assessment program. In this program, PoolPact will assist the District with ensuring the strong foundation built remains durable and weaknesses in effectiveness are identified for correction. This program consists of two very detailed phases; the first phase reviews District personnel files, training records, job descriptions, ADA & FMLA processes, recruitment practices and posting of legally required notices. Following successful completion of this assessment, the District becomes eligible for Enterprise Risk Management Excellence Program (ERMEP) grants ranging from \$500 - \$1,250.

District required trainings are ongoing and are conducted 1-2 times per week as needed. Additionally, the team has been working on developing ongoing training for directors, managers and supervisors on various topics such as: *(this is not an exhaustive list of all the trainings currently in development)*

- Sexual Harassment and Discrimination (updating current training program)
- Coaching and Team Building
- Essential Elements of Performance Review
- District Policy and Resolutions (Directors only)

Over the past two months (August and September) the Safety team has completed the following tasks:

- Created a new process with Tahoe Forest Occupational Health to receive direct reporting from First Advantage for random drug testing reporting.
- Working with SCATS (Safety Consultation and Training Section), completed review of Diamond Peak Stage 1 – identification of deficiencies:
  - Early findings suggest that Diamond Peak will pass the SCATS inspection with flying colors. Given the complexity of their work environment, their success in passing this extensive review is highly commendable.
- Assessment of new “Live Scan” station has received preliminary approval from the State; this will allow IVGID to bring employee fingerprinting in-house. In doing so, we anticipate an increased response time (for reporting) by 100-200% and will offer a cost savings in supplies, materials and payments to vendors for fingerprint processing. This assessment is ongoing, and its resolve will be reported in the future.
- Attended a Safehold Meeting (Ski Industry Specific) training for Safety, Risk and insurance for Ski resorts.

The Attrition Report is as follows:

**August:**

<b>Month</b>	<b>Start Ttl # of EE's</b>	<b>Hired*</b>	<b>Ttl Term EE's</b>	<b>End Ttl # of EE's</b>	<b>Avg # of EE's</b>	<b>Attrition Rate</b>	<b>Notes</b>
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	
December, 2023	512	80	19	573	542.5	3.711	
January, 2024	573	27	25	575	574	4.363	
February, 2024	574	11	21	564	569	3.659	
March, 2024	564	14	45	533	548.5	7.979	
April, 2024	533	43	230	346	439.5	43.152	
May, 2024	346	112	13	445	395.5	3.757	
June, 2024	445	68	5	508	476.5	1.124	Ttl Variance between 2023-2024 = .001
July, 2024	508	16	9	515	511.5	1.772	
August, 2024	515	10	101	424	469.5	19.612	Most term's related to back to school/end of summer

**September:**

<b>Month</b>	<b>Start Ttl # of EE's</b>	<b>Hired*</b>	<b>Ttl Term EE's</b>	<b>End Ttl # of EE's</b>	<b>Avg # of EE's</b>	<b>Attrition Rate</b>	<b>Notes</b>
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	
December, 2023	512	80	19	573	542.5	3.711	
January, 2024	573	27	25	575	574	4.363	
February, 2024	574	11	21	564	569	3.659	
March, 2024	564	14	45	533	548.5	7.979	
April, 2024	533	43	230	346	439.5	43.152	
May, 2024	346	112	13	445	395.5	3.757	
June, 2024	445	68	5	508	476.5	1.124	Ttl Variance between 2023-2024 = .001
July, 2024	508	16	9	515	511.5	1.772	
August, 2024	515	10	101	424	469.5	19.612	Most term's related to back to school/end of summer
September, 2024	424	10	22	412	418	5.189	

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:** Karen Crocker, Acting District General Manager

**FROM:** Mike Gove, Director of Information Technology

**SUBJECT:** September IT Status Report

**DATE:** 10/3/24

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### **BACKGROUND**

Long Term Initiatives:

- The Active Network POS Assessment Project is currently on schedule with an identified risk being any changes to ordinance 7 during the assessment phase. An expected completion date near the end of 2024 (working with consultant to refine the expected date based on current tasks).
- The Server Cluster Replacement Project was completed on time, the week of 9/20/24. All virtual servers have been migrated and are operational on the new cluster hardware.
- The quote for Tyler Systems support for the Finance and HR department will be presented for Board Approval at the 10/9 meeting.

Service Desk:

There were 144 service desk requests opened with 124 of them being resolved for the month of September.

**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Karen Crocker  
Interim General Manager

**SUBJECT:** District General Manager's Monthly Status Report - September 2024.

**DATE:** October 9, 2024

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**INTERIM GENERAL MANAGERS UPDATE**

**I. Washoe County Interaction**

A letter from IVGID requesting additional staffing for the Finance Department was sent to Washoe County on Friday, September 27, 2024.

**II. Rubin Brown Report Status**

Interim Finance Director, Griffith will be presenting an update on the Observations as a separate item as part of this agenda packet. This report will be a regular item on a monthly basis.

**III. Audit Committee**

The next Audit Committee will be held on Tuesday, October 15 @ 3:00 pm at IVGID's Administration building.

**IV. Annual Audit Status**

Our annual audit for Fiscal Year 24 will start on October 21, 2024, with the DavisFarr Auditors being on site on October 28, 2024.

Fiscal Year Budget 2024 Augmentation Request was denied by the Nevada Board of Taxation. Attached is the denial letter.



**V. Request for Proposal for Management Services**

This request for proposal was placed on PlanetBids on Friday, August 30, 2024. Responses were due by 9:00 am on September 25, 2024. We did not receive any proposals for Management Services.

**VI. Nevada Department of Taxation**

The Interim Finance Director Griffith and Interim General Manager Crocker has been meeting with the Department of Taxation on a weekly basis to discuss and show progress on our deficiencies. There is a meeting scheduled for October 23rd, by The Department of Taxation, where Interim Finance Director Griffith and Interim General Manager Crocker will be attending.

**VII. Fiscal Year 2025 Budget Status**

Interim General Manager Crocker will be giving a verbal report on recommendations.

**VIII. Board of Trustees Town Hall**

The IVGID Board of Trustees held a Town Hall meeting, where community members submitted questions for Trustees to respond to.

**IX. Venue Status Reports**

See the attached reports for September. There is no golf report.

**X. Public Records Log**

Public Records Log for Requests from May 10, 2024, through October 3, 2024, attached to this report, and can be reviewed online at <https://ivgid.nextrequest.com/requests>

**XI. ATTACHMENTS**

- 1) Audit Letter from the Department of Taxation
- 2) DavisFarr Engagement Letter
- 3) Augmentation Letter
- 4) September 2024 Venue Status Reports
- 5) Town Hall Presentation
- 6) Public Records Request Log

## **MEMORANDUM**

**TO:** Karen Crocker  
Interim General Manager

**FROM:** Paul Raymore  
Marketing & Communications Manager

**SUBJECT:** Status Report for September 2024 – Marketing & Communications

**DATE:** Oct. 3, 2024

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# **IVGID Marketing & Communications Department September 2024 Accomplishments + October 2024 Plans**

## **SEPTEMBER 2024 ACCOMPLISHMENT HIGHLIGHTS**

### **New YourTahoePlace.com website redesign project:**

Marketing & Communications staff are continuing to maintain both the current YourTahoePlace.com website and the new YourTahoePlace.com (WordPress) website, in anticipation of launching the new site as soon as we are given the go-ahead by the Board of Trustees. Since the originally planned June 13 launch date for the new YourTahoePlace.com website, the MarCom team has spent a total of 58.5 hours making updates to the website, and then duplicating those changes on the new YourTahoePlace.com website platform to ensure it's up to date when we launch it. This double update requirement doubles the time we spend making these updates.

MarCom staff sat down with Chair Schmitz and Interim GM Crocker on September 23 to discuss concerns raised by Chair Schmitz with the new YourTahoePlace.com website design and navigation menu structure. MarCom staff provided Chair Schmitz and Interim GM Crocker with a spreadsheet that details the proposed new website menu structure and are awaiting feedback/recommendations on how to reorganize the menu structure to reflect their desired page hierarchy.

The team at KPS3 (our website developers) is awaiting instructions on potentially updating the new website's color scheme to better match the IVGID logo colors, while still staying within the bounds of ADA website accessibility requirements for color contrast.

### **IVGID Magazine:**

- Completed final edits for Fall/Winter 2024 edition (delivered in mid-September)
- IVGID ad design for Magazine
- Researched and wrote long-form content on major IVGID CIP projects for upcoming October (special edition) version of the IVGID Magazine

### **General Projects:**

- Uploading IVGID Board of Trustees packet information to Board Meetings & Agendas page of website
- Email newsletters about Board of Trustees meetings, traffic control updates, venue's modified hours, etc.
- Social media monitoring & explanation: IVGID Comm account
- Promoted IVGID BOT Town Hall meeting (held Sept. 24) via email and social media channels to all residents and community members
- Attendance at community meetings: PIO Basin collaboration call, Tahoe Care Tahoe Trails meeting, NV Energy PSOM and Emergency coordination call, weekly pipeline project updates, Incline Crystal Bay Community Forum bi-weekly meetings
- Creation and distribution of The Watercooler employee email newsletter
- Updates to IVGID's intranet employee website

### **Public Works Communications:**

- Website updates for PW: construction traffic impacts, water & sewer rates, bidding information
- Website, email and social promotion of IVGID PW Water Service Line Survey requirements
- Distribution of information about yard waste programs, household hazardous waste collections, and the community-wide clean up day via email and social media
- Updates on traffic controls related to Effluent Export Pipeline project on social media and website

### **Golf Course Marketing & Communications:**

- Email marketing and social media posts to promote regular Golf Course operations and programs including pre-arrival and post-departure emails, and regular newsletter content.
- Fall Tahoe Golf Giveaway promotion with Hyatt
- The Grille: social promotion of daily specials

- Golf flyer design for events, program signups, etc.
- Photo & Video shoots/edits: golf merchandise, The Grille brunch, The Grille interior and exterior, Duck Head Apparel (3<sup>rd</sup> party shoot)
- Continually updated website with operations updates and new hours

#### **Tennis & Pickleball Marketing & Communications:**

- Email marketing and social media posts to promote Incline Open tournament winners/results.
- Email marketing and social media posts to promote regular Tennis & Pickleball Center operations and programs.
- Continually updated website with operations updates, weather updates and new hours

#### **Weddings & Facilities Marketing & Communications:**

- Ongoing social media promotion of weddings & events department
- Promotion of Holiday Parties at The Chateau: video edits, social media posts, graphics, website updates
- Photo & Video: ongoing outreach to photographers and videographers for content

#### **Parks & Recreation Marketing & Communications:**

- Parks & Rec flyer design for clinics, events, etc.
- Website updates for: corporate memberships, holiday hours, etc.
- Social media updates: holiday hours, bocce ball socials, summer yoga retreat, adult ballet, youth pickleball camp
- Photo & Video shoots: Lila Lapanja in Rec. Center, flag football, sound bath meditation, fall foliage
- Creation of the easy-to-use registration for the Trail of Treats and Terror
- Communication regarding Wi-Fi and phone outages due to the impact of the Davis Fire

#### **Diamond Peak Marketing & Communications:**

- Email marketing: preparation for Preseason Season Pass campaign push in October – email template design
- Paid advertising setup: design and copywriting for 2024-25 DP employment campaigns, season pass sales campaigns and regular season campaigns.
- Graphic design: handheld trail map, events flyer, job fair and recruitment flyers, social media, promotional items
- Events: Diamond Peak Job Fair, Sherriff's Community Picnic, planning for fall/winter events

- Website updates for: events
- Photo & Video: recruitment promo video edits, UnBirthday video edits, organization

## **OCTOBER 2024 PLANS**

### **New YourTahoePlace.com website redesign project:**

As of October 3, we are awaiting approval from the IVGID Interim General Manager and Board of Trustees to restart the launch sequence with KPS3 for the new website, and/or instructions for further changes to make before launch.

When give the go ahead for launch, we will begin a public outreach campaign including press releases to the local media, email newsletters to residents and stakeholders, and social posts to our social media accounts.

We will also promote the new CivicPlus portal for Board of Trustees meeting materials, with FAQs to explain the new functionality available to our residents.

### **IVGID Magazine:**

During October we will be editing and finalizing content for the October 2024 edition of the IVGID Magazine. This process involves reaching out to all IVGID departments featured in the magazine and asking them to proof their content in this edition. This year we included multi-media reports on the Effluent Storage Tank project and Effluent Export Pipeline project.

- IVGID ad design for Magazine

### **General Projects:**

- Start work with the Purchasing & Contract Manager (if hired) and/or the PW Contracts Manager to refine the RFP process for our publishing agreement for the IVGID Magazine in calendar year 2026 and beyond
- Start work with the Purchasing & Contract Manager (if hired) and/or the PW Contracts Manager to refine the RFP process for the District's media buying services agreement for FY2026
- Uploading IVGID Board of Trustees packet information to Board Meetings & Agendas page of website
- Email newsletters about Board of Trustees meetings, traffic control updates, venue's modified hours, etc.

- Creation and distribution of The Watercooler employee email newsletter
- Updates to IVGID's intranet employee website

**Public Works Communications:**

- Website updates for PW: construction traffic impacts, CIP project updates, bidding information
- Continuing website, email and social promotion of IVGID PW Water Service Line Survey requirements
- Updates on traffic controls related to Effluent Export Pipeline project on social media and website

**Golf Course Marketing & Communications:**

- Email marketing and social media posts to promote end-of-season Golf Course operations and programs including pre-arrival and post-departure emails, and regular newsletter content
- Final push for golf courses customer surveys, and preliminary data analysis of survey results shared with golf management team
- Photo & Video shoots: fall maintenance, fall colors, special events

**Tennis & Pickleball Marketing & Communications:**

- Email marketing and social media posts to promote end-of-season Tennis & Pickleball Center operations and programs
- Reports and analysis of Incline Open player surveys to Tennis & Pickleball Center staff

**Weddings & Facilities Marketing & Communications:**

- Continue to work with EXL Media to restart weddings campaigns, focusing on high-yield weddings that drive profit within the Facilities department
- Ongoing social media promotion of weddings & events department offers
- Continued promotion of holiday parties at The Chateau
- Photo & Video shoots: Aspen Grove in fall, Food & Beverage options, holiday parties, etc.

**Parks & Recreation Marketing & Communications:**

- Email marketing and social media posts to promote regular Parks & Rec Center operations and programs
- Photo & Video shoots: Senior programs, personal trainers, aquatics, etc.
- Website updates as needed for new programs, events, etc.

- MarCom team will represent Diamond Peak at Trail of Treats and Terror, will provide event photos for all partners, and will help with event coordination as needed
- Update information regarding IVGID Hunting program on website and push via social media and email

**Diamond Peak Marketing & Communications:**

- Ongoing social media promotion of season passes and 2024-25 products
- Continue planning for winter 2024-25 events – outreach to internal and external partners, media organizations, etc.
- Prep marketing materials for 2024-25 paid advertising campaigns, automated email campaigns, social media campaigns
- Sales outreach to partner resorts and lodging properties, travel/trade partners and regional DMOs
- Public relations outreach to local/regional/ski media
- Prep flyers and signage for display around the resort
- Order new trail maps for 2024-25 ski season
- Evaluate and reorder promotional products as needed for events, giveaways and other promotions
- Website updates include 2024-25 pricing for all products, new programs, etc.
- Google Analytics testing and analysis for paid media campaigns and organic marketing channels
- Preparation for attendance at Avalanche Sale (Nov. 1-2) in Reno Convention Center – consumer ski show and swap meet with resorts in attendance

## MEMORANDUM

**TO:** Karen Crocker  
Interim General Manager

**FROM:** Parks and Recreation

**SUBJECT:** Monthly Venue Status Report

**DATE:** October 2, 2024

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### **Parks September 2024 Status Report**

- Support and service to three weekend ballfield tournaments; hardball tournaments Sept 6-8 and 21-22.
- Support and service to Aspen Grove special events, weddings and scheduled activities.
- Support and service to Tennis/Pickleball Center and activities.
- Support and collaboration with Beach Hosts and Ambassadors.
- Track data for cleanup efforts, litter, dog waste, and micro plastics.
- Support for other special event tournaments, group picnics, and events.
- Ongoing support in developing Skate Park enhancement CIP.
- Updates on Urban Forestry efforts, ongoing defensible space efforts with Parks staff at Admin parcel, Fitness Trail, Disc Course, and Earth Walk Trail.
- Review Parks Operating and Beaches Operating budgets and CIP budgets monthly with Accounting Department staff.
- Complete monthly Interco charges to Admin, Aspen Grove, Recreation Center, Tennis/Pickleball Center and High School stadium field.
- Review and support efforts for beautification of planters and flowerbeds. Met with Incline Education Fund staff regarding beautification project: specifically painting some bear-boxes with selected Middle School students.
- Attended monthly Safety Committee Meeting. Review safety efforts with HR, Safety Specialist, inspections, monthly fire extinguisher and first aid kits, ongoing safety trainings, and special events safety. Parks eye wash stations will now be checked and signed off weekly. Trainings included: Pickup safety, raking, lifting properly, Hantavirus procedures, and using PPEs for protection. Playground safety inspections conducted weekly by certified playground safety inspector.
- Reviewed weekly event schedules and activities planned and provided support with outstanding customer service.



- Irrigation repairs ongoing throughout summer and reducing watering in fall as weather changes. Valve box replacements, replacing sprinklers, adjusting sprinklers, changing nozzles, pipe repairs, etc.
- Reviewed volunteers' efforts that support Parks and Beaches, Bike Park, Waste Not cleanup efforts, Goose Patrol volunteers, High School teams, trash and litter cleanup efforts.
- Support music scheduled Fridays and Wednesdays at Incline Beach into the middle of September.
- Noxious weed control continues throughout parks. Collaborating with North Tahoe Conservation District and keeping them updated regarding removal of noxious weeds.
- Rain event required wattles and sandbag for erosion control at some park locations.
- J-1 international students completed summer jobs and returned to Ecuador.
- High School football and soccer games and practices taking place in September. Fields fertilized, seeded, vole holes filled in off playing surface, sprinkler repair, inspections conducted, mowed three times per week per request by school staff.
- Incline Middle School and Lake Tahoe School hosted 20 middle schools at a Cross-Country Race held Friday 9- 6-24.
- IVGID Adult Softball continues Wednesdays and Thursdays. Softball tournaments in September.
- IVGID Tai Chi continue in Aspen Grove Backyard Thursdays into early October, weather permitting.
- AYSO soccer started in August and continued throughout September.
- Flag Football at Ridgeline Fields.
- High School baseball practices on Ridgeline Field #3.
- One ton of field conditioning material added to Ridgeline #3 infield and field. 44 yards of warning track material added to Preston Field and Ridgeline Fields. Estimates for ballfield padding and windscreens were requested.
- Buildings Department items to address in Parks: leak in ceiling at Parks Building, domestic water shut offs in mid-October for restrooms, and drinking faucets.
- Beavers coming up Incline Creek and damaging aspen trees on IVGID property and Hyatt property. Parks staff wrapping trees with chicken wire to prevent damage.
- Wasp nests addressed in September at numerous locations including Recreation Center, Village Green, Disc Course, Pump Track, and Burnt Cedar Beach

## **Beaches September 2024 Status Report**

Over the course of September, the beaches saw the following number of visits:

- **IVGID Recreation Pass Holder Visits: 19,647**
- **IVGID Recreation Punch Card Visits: 2,953**
- **Guests paid by Credit Card Visits: 2,418 with a revenue of \$36,056**
- **Boats launched via Season Pass: 331**
- **Boats launched via Punch Card: 69**
- **Boats launched via Credit Card: 319 with a revenue of \$7,325**

The Ski Beach Boat Launch also reduced hours to 8am – 6pm on September 30th.

The Puppy Plunge Event is scheduled to take place on October 19<sup>th</sup> from 2pm-4pm at Ski Beach and the ramp will be closed throughout the duration of that event. The Boat Ramp will go to reservation only on October 20th. Thank you!

## **Recreation Center September 2024 Status Report**

The Rec Center had approx. 30,493 walk in visits for the month of September.

Rec Center Daily Fees and Memberships:

- **259 ongoing Memberships for a total dollar amount \$17,921.50**
- **35 declined cards for a total of \$2348. We will be reaching out to collect payment and the memberships will be suspended until payment is received.**
- **169 memberships (non-recurring Membership and flex passes) this includes couples and families. total \$33,383.50**
- **5841 memberships visit for the month September**
- **470 paid daily entries for \$6,061**

IVGID Recreation Passes and Punch Cards September 2024:

- **241 All Area Access**
- **2 No Beach**
- **13 No Golf No Beach guest**
- **Beach access 190 (34 no golf)**
- **No Beach access 2**

## **Tennis Center September 2024 Status Report**

### Facility reservations Pickleball:

PPH FEE \$2,650

### Tennis Adult Daily Clinic:

Non PPH FEE 18 \$481

PPH FEE 54 \$1,188.00

### Tennis Beginner Clinic:

Non PPH FEE 2 \$50

PPH FEE 10 \$250

### Tennis Advanced Beginner Clinic:

Non PPH FEE 5 \$125

PPH FEE 21 \$425

### Tennis Extreme Drill and Play:

Non PPH FEE 2 \$90

PPH FEE 3 \$120

### Tennis Ladies Doubles:

Non PPH FEE 2 \$70

PPH FEE 14 \$540

### Beginner Pickleball Clinic:

Non PPH FEE 3 \$85

PPH FEE 10 \$300

### Advanced Beginner Pickleball Clinic:

Non PPH FEE 20 \$500

## **Senior Programs September 2024 Status Report**

**Conversation Café** – Kicked off a 6-week series of “Get to Know the Candidates” with a portion of the program dedicated to asking questions of our 6 Board of Trustee Candidates (one guest candidate per week from Sept 19 – Oct 24. The usual number of people averages 25-35 per week this time of year.

**Hiking Series** – The seasonal Hiking Series is in its last month before transitioning to snowshoeing. To date, 207 people have participated so far this year!

**Sr. Transportation** – 121 riders were transported to their medical, social, & personal appointments, errands, and obligations in the month of September, thanks to Senior Transportation services.

**September’s outing** of the month was “Reno Hot Air Balloon Races” where participants left the Recreation Center at 4:00am to get to Reno in time to see the spectacular ascent of all the illuminated balloons just before dawn.

**Incliners** – hosted a “Crosby’s Breakfast Event” on Sept 3 and an Oktoberfest-themed dinner at Aspen Grove on Sept 17

**IVCB Veterans Club** held their monthly General Membership meeting at Aspen Grove on Sept 26 and manned an informational booth at the Sheriff’s Community Appreciation Picnic on Saturday, Sept 28 on the Village Green.

**Other ongoing monthly adult/senior opportunities** included JabberWalkies (shorter, easier hikes on Mondays), Mountain/E-biking on Wednesdays, Bocce Social on the last Thursday of the month, and a host of group fitness, aquacise, spin, and yoga classes designed for all ages and abilities.



# IVGID BOARD OF TRUSTEES TOWN HALL MEETING

For the first time in 22 years, we were notified that dogs are allowed on the Championship golf course "as long as golfers sign a waiver stating dog will remain in the golf cart" (for the 4.5 hrs.?). We witnessed a dog in front of us running around greens and through sand traps while golfing the course. Staff was notified, but unsympathetic as long as "we were keeping pace".

**Question:** Was there a vote by the HOA to allow dogs on the course? If not, who made the decision and when?

**Question:** Golfers sign a “waiver” to state dogs won’t leave the golf cart during the round (for 4.5 hrs.?). What is the penalty for violating that waiver?

What is the compensation (assuming no charge to bring dog on course?) for wear-and-tear on the golf carts and for golfers behind dogs that leave sand traps with dog prints?



**Question:** Lastly, has the HOA considered the legal (and long-term) implications of allowing dogs on the Championship golf course?

The IVGID Board of Trustees should address the following concerns regarding public records requests:

There are ongoing issues with the district's compliance with the Nevada Public Records Act (NRS 239). Specifically:

1. Public Records Request 24-116, submitted on August 22, 2024, for electronic copies of Rubin Brown forensic audit working papers has not been fulfilled.
2. The Rubin Brown contract states that all materials prepared for IVGID services are district property, which should include these workpapers.
3. Multiple follow-up inquiries about this and other unfulfilled public records requests have gone unanswered.

Given these apparent violations of state law:

**What steps will the Board take to ensure IVGID promptly responds to and fulfills all pending public records requests?**

**How will the Board improve IVGID's overall public records request process to achieve full compliance with NRS 239 going forward?**

**What accountability measures will be put in place for staff who fail to properly handle public records requests?**

Please advise community what you are doing about helping to reduce the fire insurance premiums for homes and especially HOA townhomes and condos that the state classifies as commercial businesses?

This is a state and local crisis that needs to be addressed as so few insurers get to name any price they want that affects the value of residences in Incline Village.

In one of his last meetings as a GM, Mr. Magee said that the 7 million dollars that was observed missing/unaccounted for in the Due Diligence Audit was “reconciled”. And when asked how, he again stated it was reconciled.

Can you explain this statement and tell us why it was originally missing and why did it take so long to find and the full details of these monies?

In a recent board meeting interim GM Crocker indicated that many of the recommendations from the Rubin Brown report might take years to accomplish.

Since most if not all of the recommendations were basic Management 101, why should they take years to implement?

Why does the snack shack bid and bar always go to incline spirits? They have owned a monopoly on the beaches as well as property and I have inquired every year asking for the opportunity to bid and every year I have received different responses but yet they get the contract.

This doesn't seem fair to other small businesses never getting the opportunity.

In a recent newspaper op-ed, it was stated that there is broad consideration for privatization or sale of IVGID resources.

Has this ever been a consideration by the current board or views of any current trustee candidates that you know of?

Do you favor maintaining the beach deed as it has been upheld by the courts Over and over again?



Given the evidence of improper capitalization of expenses as LAND assets dating back to 1990 of over \$13 million (see the web site articles on the ourivcbvoice.com web site e.g.)

What steps is the District taking to investigate and rectify these seemingly fraudulent activities, and how will the Board ensure transparency in this process?

And has the external auditor Davis Farr been provided this information?

The District's latest capital project summary calls for over \$56M of vital beach and recreation facility projects within the next 5 years. In addition to the \$72M or more of effluent pipeline replacement projects. Given staff's history at accurately estimating the costs of such projects, many of us believe we're looking at as much as \$100M in beach and recreation facility projects. So the questions:

1. Where is the money (i.e., "sustainability") going to come from to pay for these projects?
2. Does it really make financial sense to shackle local parcel owners with this level of indebtedness when the world's tourists don't have to pay anything for the mere availability to access and use these facilities?
3. Haven't we simply "bitten off more than we can chew?"

Naysayers in our community dispute that we are government. Instead, they claim we're only "quasi public."

1. Do you agree with this view? And if so,

2. Can you please define the term "quasi public?"

3. And share with us where in the NRS this definition appears?

Naysayers in our community claim we're not in the commercial "for profit" recreation business. Rather, we provide quality recreation amenities primarily for the use of our residents. And for this reason, it doesn't matter if we lose money operating, maintaining and upgrading these amenities because we're really spending money on ourselves.

1. Do you agree with these views? And if so,
2. Why do we spend over \$1.25M annually marketing these amenities to the world's tourists?
3. And why do we spend tens of thousands of dollars of unreimbursed staff time publishing the IVGID Magazine which is distributed to thousands of the world's tourists as an insert in the Tahoe Daily Tribune Newspaper, and otherwise?  
we've been told is published to inform our local parcel owners of these amenities?
4. And have we ever conducted a study which determines how much additional revenue we realize as a result of these marketing efforts which we would not have otherwise realized but for those efforts?

For Trustee Schmitz:

Please name two positive things that you have accomplished during your term as Chair of the Board.

For Trustee Dent

Have you repaid the \$800,000 loan from the Dobler Family Trust? If so, when?

For Trustee Tulloch

You have abstained from votes recently, why do you abstain instead of voting yes or no? Abstaining is typically used when one may have some conflict.

For Trustee Tonking

Do you think the Board of Trustees, prior to the end of this year, should hire a permanent General Manager?

Or would you prefer that hiring to be done by the incoming Board once seated?



For Trustee Schmitz

In reviewing the document, dated June 18, 2024, that you prepared regarding the Board's goals for 2024, you were supposed to hold a mid-year Town Hall, you didn't-why didn't you?

For Trustee Tonking

Do you think it is the right time for the Board to be discussing the pricing practice, Practice 6.2.0 and as a candidate for the 2025 Board, wouldn't you rather see the new Board tackle this practice?

For Trustee Tulloch

You were the lead on the Moss Adams report and one of the tasks within that report was to create a new Strategic Plan for the District; you have not brought up this subject in months therefore can we, the public, assume that this will be a task for the new Board once seated?

For Trustee Dent

The Incline Beach House has been your pet project for a number of years and today we are truly not on track for any kind of replacement. Why is that?

For Trustee Schmitz

Are you currently living in your home on Lakeshore or are you living in a short-term rental while your home on Lakeshore is for sale?

For Trustee Dent

Bobby Magee has left the District- how much money did that departure cost this District?

For Trustee Dent

You are leaving this Board in a few months, please name one or two things that you have accomplished during calendar year 2024 that has been positive for our community?

For Trustee Tonking

Why is the District moving away from personal training services?



For Trustee Tonking

Do you know what the plan is to replace the Recreation Center  
Manager who just retired?

For Trustee Schmitz

On the 4<sup>th</sup> of July, the Hyatt provided food at Incline Beach to all beachgoers. Why was there no contract? And why wasn't it held where ALL community members to be served?

And please don't say there was a contract because all the public records requests made to date shows there was no contract.

For Trustee Tulloch

What are your top three goals for the coming calendar year of 2025?

Please be specific as to how you think it will benefit all Community Members.

For Trustee Tulloch

As the Chair of the Capital Improvement Committee, how do you justify setting a Beach Facility Fee which generates roughly \$2.3 million with capital needs for \$4.25 million?

For Trustee Schmitz

You were the leader in slashing the budget for 2024/2025 and thus you recommended and got passed a Recreation Facility that generates roughly 50 to 75% of the capital needs of the District. In 2023/2024, you set only a Beach Facility Fee and no Recreation Facility.

How do you justify your intentional bombing of keeping our facilities maintained and up to date for the past two years?

For Trustee Schmitz

Red, White and Tahoe Blue did not fulfill the clean up requirements as required in their permit. This means that our lake was not completely cleaned up after the 4<sup>th</sup> of July fireworks.

How does this make you feel?

For Trustee Dent

The most recent consultant's report stated that a culture for the District should be set at the top, which means the Board of Trustees, yet there hasn't been a whisper of an agenda item to date on this topic - are you going to request one?

For Trustee Tulloch

You have been overheard expressing disdain for several IVGID employees and you have even made disparaging comments during Board meetings.

Please be specific in explaining why you think this type of behavior is appropriate and should be tolerated.



For Trustee Tonking

Collaboration is the heartbeat of this community, yet IVGID is now the most least favored partner within our community; what do you plan on doing, if you are re elected, to improve this reputation?

For any Trustee

Can you recite IVGID mantra, mission, vision and values statements?

For Trustee Tonking

We have only a handful of long term, experienced IVGID employees left within the ranks. They are the knowledge base of this District.

What do you plan on doing to ensure that they are recognized and kept, if they want to be, working for the District?

For Trustee Dent

It is rumored that you are moving out of the District, is this true? And if it is, when are you moving?

For Trustee Tulloch

Have you made a final payment to Rubin Brown?

And, as a follow up, have they completed all their work?

For Trustee Schmitz

Your long-range calendar appears as though you are trying to cram in a lot of actions prior to your departure. Since it is the end of September, do you really think that is necessary since you aren't coming back?

If it's about sustainability of the facilities, and you can perhaps blame past boards for not planning for the future, but why did this board reduce the fees, when everyone knows we are underfunded in our capital account. It was stated there is a Nevada statute that required the action, if so please identify the statute.

I heard that IVGID is responsible for the grass dying on the football field at Incline High School.  
What happened and what can be done?



Can we get an update on the General Manager Hiring Process?

Did the RFP go out?

Do you feel our best path forward is to hire staff we need ourselves?

What is the status of our request to Washoe County for the loaned Financial and Accounting Resources?

After the Election, Who is Responsible for removing and disposing of all of the Candidate Yard Signs?

My understanding of “privatizing” IVGID Services related to the Management of various aspects of services such as Food and Beverage or the Golf Courses but does NOT imply the sale of recreational property or the sale of facilities.

Is this correct?

The Board directed 1.2 Million dollars be cut from the Park and Rec. budget for the 2024-25 fiscal year. This resulted in all CIP and maintenance being cut from the Rec. Center.

Is it the position of the Board to allow the Rec. Center and other Parks and Rec. Facilities to fall into disrepair so they can be torn down?

Or is there another reason to refuse improvements and maintenance to the community assets?

Could the district consider rotating Kayak and Paddleboard storage space (i.e. 2 or 3 year lease) vs. keeping the current allocated Ad Infinitum Policy?

**Thank you for Attending the**



**IVGID BOARD OF TRUSTEES TOWN HALL MEETING**

**Have a Wonderful Evening!**

Public Records Request Log

Friday, October 4, 2024

Due Today:	0
Overdue:	15

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Due by	District Cost	Assigned to
24-067	5 Minutes	Complete	Friday, May 10, 2024	Dunsworth, Paul	Building permits, as-built plans, inspection records/sign offs and certificates of occupancy for the 2021 remodel of 618 Woodridge Circle	5/10/2024		General Governance
24-068	30 Minutes	Complete	Monday, May 13, 2024	Katz, Aaron	Documents in Support of Proposed Water and Sewer Rate Increases The notice of public hearing in yesterday's TDT Newspaper states that the subject documents above are available for inspection at the District's admin offices. Are those docs in electronic format? If so, can you please provide me with copies as an attachment to an e-mail? If not available in electronic format, please advise as I otherwise intend to physically examine them at the District's admin offices at 10 A.M. on Monday, May 13, 2024. Thank you for your cooperation, Aaron Katz	5/13/2024		General Governance
24-069	20 Minutes		Friday, May 10, 2024	Wells, Kristie	I recently requested a copy of the Rubin Brown agreement. Item 11 in Exhibit A references Ruben Brown reviewing up to seven (7) specific complaints that have been filed. I would like to know who, exactly, filed those complaints, when they were filed, and what those complaints were about, specifically.  I assume these were done via email and I would rather not have to ask staff to burn hours pulling all these for the public record. As you are in the thick of this project, I expect that you can provide that to me quickly, and easily.	5/20/2024		General Governance
24-070	15 Minutes	Complete	Monday, May 13, 2024	Katz, Aaron	Preliminary Report Prepared by the IVGID Board in Support of Proposed Rec and Beach Facility Fees and Resolution of Adopted Along With Notice of Public Hearing Therefore The notice of public hearing in yesterday's TDT Newspaper states that the subject documents above (report and resolution adopting the same) are available for inspection at the District's admin offices. Are those docs in electronic format? If so, can you please provide me with copies as attachments to an e-mail of transmission? If not available in electronic format, please advise as I intend to physically examine them at the District's admin offices at 10 A.M. on Monday, May 13, 2024. Thank you for your cooperation, Aaron Katz	5/13/2024		General Governance
24-071	1 hour	Complete	Monday, May 13, 2024	Dobler, Cliff	Please provide for my examination any and all contracts and change orders with Sierra Nevada Construction (SNC) regarding the Mt. Golf Cart Path Restoration Phase II project. The original contract was awarded on May 10, 2023 for \$187,000 and subsequent change orders were required in September 2023 and in December, 2023 amounting to \$252,000. This data can be found on the 12-13-2023 memorandum from Hudson Klein to the Board of Trustees. Thanks Clifford F. Dobler	6/6/2024		Public Works
24-072	1 Hour	Complete	Saturday, May 25, 2024	Katz, Aaron	I am making a public records request for records which evidence every expenditure on project #4378BD2202 (Skateboard Park Project) to date. I want to know when the expenditure was incurred, what it was for, how much was paid and when, and who approved payment. That's why I am sending a copy of this e-mail to our GM and Board Clerk Heidi White.	6/27/2024		Public Works & Finance
24-073	15 Minutes	Complete	Sunday, May 26, 2024	Katz, Aaron	The Dep't of Taxation was supposed to have issued us a certificate of compliance or non-compliance for the tentative budget Mr. Cripps submitted on April 17, 2024. Three days before our May 29, 2024 public hearing date. I would like to examine the same. Tuesday morning if possible given the public hearing is set for May 29, 2024.  Remember NRS 239.010(1) instructs that "all public books and public records of a governmental entity must be open at all times during office hours to inspection by any person."	6/4/2024		Accounting/ Finance
24-074	15 Minutes	Complete	Wednesday, June 5, 2024	Dobler, Cliff	Please provide for my examination the budget form 4404LGF for fiscal year 2024 - 2025 which was filed with the Department of Taxation on or about June 1, 2024	6/11/2024		Accounting/ Finance



Public Records Request Log

Friday, October 4, 2024

Due Today:	0
Overdue:	15

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Due by	District Cost	Assigned to
24-075	45 Minutes	Complete	Monday, June 10, 2024	Wells, Kristie	I would like to receive an excel or CSV list including the date, to/from, and the entire subject of emails between the following: Any Trustee to/from Bobby Magee; Any Trustee to/from Adam Cripps; Any Trustee to/from Heidi White; Date range: May 1, 2024 to June 1, 2024 The excel/CSV should suffice for now, and if there is any email I see where I need the actual contents, I will submit a new PRR. Thank you.	6/18/2024		General Governance
24-076	30 Minutes	Complete	Wednesday, June 12, 2024	Martini, Margaret	In front of 794 Tyner Way there has been much tree cutting. Upon contacting the fire dept to see if they were the ones doing the tree cutting and marking. They are not. And informed me that that was an IVGID project to cut down diseased trees. The trees that were cut did not look diseased to me so I would like to request a copy of the Contract by IVGID with Rockwood Tree company specifically to include the location of the marked trees that were removed and the ongoing, if any, removal of trees along That stretch of Tyner that has fire road access. I did not see any other location that has marked trees for removal in front of any other address. It looks subspecialty like a view enhancement project for the benefit of 794 Tyner Way As it would be hard to believe that all the diseased or crowded trees could only be in that location. This is a public records request (as I could not find where you have located the official public records requests in the website under the living here tab) and is dated 6-10-2024. Thank you,	6/19/2024		Public Works
24-077	10 Minute	Complete	Monday, June 10, 2024	Katz, Aaron	Can I please get a copy of the 2024-25 budget filed yesterday with the NDOT? Also, I want a copy of the central services cost allocation plan expressly attested to by Adam Cripps. I don't want to do a formal public records request	6/17/2024		Accounting/ Finance
24-078	10 Minutes	Complete	Monday, June 10, 2024	Katz, Aaron	Resignation by Bobby Magee as IVGID GM; Resignation by Adam Cripps as IVGID Ass't Finance Director.	6/17/2024		Human Resources
24-079	10 Minutes	Complete	Tuesday, June 18, 2024	Carey, Anna	I heard about the new employee BBQ that is significantly more expensive than the previous employee BBQ's. Can I see the contract and approval process, as I heard this was approved and I yet didn't see it on the agenda or discussed at the last board meeting. Don't all contracts have to go to the board per policy 3.1.0?	6/25/2024		General Governance
24-080	30 Minutes	Complete	Tuesday, June 25, 2024	Katz, Aaron	The Board packet for tomorrow's meeting includes a series of procurement card purchases. I want to examine back up purchase details for several of Pandora Bahlman purchases. They are as follows: \$132.78 with Sam's Club for "food for resale." \$163.18 with Sam's Club for "food for resale." \$241.00 with TST Sunshine Deli & Cafe for "refreshments for dance program recital." \$333.33 with Wayfair (3601001433) for "furniture." \$645.94 with Full Source, Inc. for "beach uniforms." I want to examine:	7/5/2024		Accounting/ Finance
24-081	30 Minutes	Complete	Monday, June 24, 2024	Katz, Aaron	I would like to examine a copy of the Disc Golf Course agreement entered into between the District and some non-profit disc golf club. My recollection is the agreement is more than ten (10) years old.	7/1/2024		General Governance
24-082		Complete	Tuesday, June 25, 2024	Dobler, Cliff	Please provide for my examination a list of all charges to account 3970BD2601Burnt Cedar Swimming and Toddler Pool resurface for the fiscal year ending June 30, 2023. The amount is \$411,019.10 according to the CIP report.	7/2/2024		Accounting/ Finance & Public Works
24-083	30 Minutes	Complete	Wednesday, June 26, 2024	Dobler, Cliff	Please provide for my examination a copy of the complete 2nd responsive bid for \$244,300 for the sewer pump station #5 Wetwell and Manhole rehabilitation project. This project was presented to the Board of Trustees on June 6, 2024.	6/27/2024		Public Works
24-084	10 Minutes	Complete	Wednesday, June 26, 2024	Katz, Aaron	So as a follow up public records request, I want to examine writings between any of our staff and anyone on behalf of proponents of the "Incline Open" disc golf tournament announced for Labor Day Weekend, Sep 1, 2024, evidencing:  1. Request to use our disc golf course for this event; 2. Staff's response(s) thereto; 3. The amounts to be paid to the District for exclusive use of our disc golf course; 4. Any donations by or on behalf of the District to be auctioned off/used by the promoters of this event; 5. The represented purposes of the fundraising efforts which benefit the Lake Tahoe region; 6. Who approved this on behalf of the District?	6/26/2024		Parks, Rec. & Beaches

Public Records Request Log

Friday, October 4, 2024

Due Today:	0
Overdue:	15

Log No.	Time Logged	Status		Date Requested	By Whom	Subject	Due by	District Cost	Assigned to
24-085	1 hour	Complete	✓	Thursday, June 27, 2024	Gumz, Joy	DEPARTMENTS: Finance Dept and Board of Trustees 1) Please provide by email the ACCOUNT DETAIL HISTORY report for fiscal year 2024 to date. Please use the following OPTIONS  Print GL Master Start-of-Year Balances Print GL Master Start-of-Year Balances Print Full GL Account Print JE Comment and Vendor Print Report Options Include Entries Between Dates : 07/01/2023 and 6/30/2024	7/10/2024		Accounting/ Finance
24-086	1 Hour	Complete	✓	Friday, June 28, 2024	catsthelake	May I please have a copy of the contract for the Food and Beverage consultant mentioned at the 6/26 meeting May I please have a copy of the agenda where the above contract came before the Board May I please have all emails between Trustee Schmitz and General Manager Magee for the period of 6/21 to and including 6/28/2024.	7/8/2024		General Governance
24-087		Complete	✓	Friday, June 28, 2024	Dobler, Cliff	Please provide for my examination, the final 2024-2025 budget BY VENUE for community services and water, sewer and waste in the utility fund. I do not want just the 4404LGF form	7/8/2024		Accounting/ Finance
24-088		Complete	✓	Sunday, June 30, 2024	catsthelake	May I please have a copy of the contract and/or agreement to serve hamburgers and hotdogs on July 4, 2024 at Incline Beach? Also may I please have all emails, texts, and correspondence related to this partnership? Finally, I would like to have the agenda of when this partnership went before the Board and public.	7/30/2024		General Governance
24-089		Complete	✓	Monday, July 8, 2024	catsthelake	I would like a copy of all the Baker-Tilly invoices up to and including those dated June 30, 2024. I would also like a copy of the Baker-Tilly original contract and any and all amendments thereto.	8/15/2024		Accounting/ Finance
24-090		In process - with Legal Counsel	✓	Thursday, July 11, 2024	Wells, Kristie	Following the excel spreadsheet released in PRR 24-75, please provide all documents noted by number in the "R#" column: 3, 9, 10, 15, 16, 19, 20, 23, 26, 32, 33, 39, 44, 45, 46, 49, 51, 54, 57, 62, 63, 64, 67, 68, 69, 70, 77, 79, 85, 86, 87, 88, 96, 97, 98, 101, 114, 120, 126, 135, 136, 137, 138, 139, 140, 143, 155, 156, 157, 159, 160, 161, 165, 168, 175, 176, 177, 178, 181, 184, 185, 188, 189, 190, 195, 204, 207, 211, 219, 234, 238, 243, 245, 246, 249, 252, 256, 261, 262, 263, 264, 266, 267, 270, 271, 272, 273, 280, 281, 282, 283, 297, 301, 302, 303, 310, 316, 317 Thank you.	8/5/2024		General Governance
24-091	Not a Record request	Complete	✓	Monday, July 15, 2024	Gumz, Joy	Thank you for providing PR24-85 I have a follow-up question for Adam Cripps / Finance Dept. Q. The General Ledger appears to be \$(15,782,015.80) out of balance. The Debits of all journals do not equal the credits of all journals. Is this the figure you have?	7/18/2024		Not a PRR
24-092	20 Minutes	Complete	✓	Friday, July 19, 2024	Gumz, Joy	1) Please provide by email the ACCOUNT DETAIL HISTORY report for fiscal year 2023. Please use the following OPTIONS  Print GL Master Start-of-Year Balances Print GL Master Start-of-Year Balances Print Full GL Account Print JE Comment and Vendor Print Report Options Include Entries Between Dates : 07/01/2022 and 6/30/2023 2) Please provide by email a fiscal year 2023 trial balance report (general ledger balances for ALL accounts – summarized journals and does not show journal detail)	8/1/2024		Accounting/ Finance
24-093		Complete	✓	Wednesday, July 24, 2024	Riner, Dr. Myles	If the IVGID staff has responded in writing to the RubinBrown forensic audit report, please send me by email a copy of this written response to: mriner@comcast.net	7/24/2024		General Governance
24-094		Complete	✓	Wednesday, July 24, 2024	Elley, Lin	PPR Pages 24-93	7/24/2024		General Governance
24-095	10 Minutes	Complete	✓	Sunday, July 28, 2024	Miller, Judith	Please provide in electronic format the most recent District Records Retention Schedule approved by the Board of Trustees.	7/28/2024		General Governance

Public Records Request Log

Friday, October 4, 2024

Due Today:	0
Overdue:	15

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Due by	District Cost	Assigned to
24-096	5 Minutes	Complete	Monday, July 29, 2024	Katz, Aaron	So I and others want to know if Mr. Raymore has been promoted to a directorship? Or is he simply sloppy in his reference to himself as director or manager. What is it Mr. Raymore? And if his job position has changed, we want to know his pay grade level. What is it Ms. Feore? Consider this a records request which explains why I have forwarded you a copy of this e-mail.	7/29/2024		Human Resources
24-097			Tuesday, July 30, 2024	Miller, Judith	Please provide all emails and attachments to/from any of the 7 "Senior Team" members (Director of Human Resources Erin Feore, Director of Information Technology Mike Gove, General Manager of Golf Timothy Sands, Director of Administrative Services Susan Herron, General Manager, Diamond Peak Ski Resort Mike Bandelin, Director of Public Works Kate Nelson and Assistant Director of Finance Adam Cripps), GM Bobby Magee, or any IVGID Trustees related to the drafting or approval of the memorandum of the Senior Team's Partial Response...in PRR 24-93 .	8/6/2024		General Governance
24-098	30 Minutes	Complete	Wednesday, July 31, 2024	Katz, Aaron	Please help me with an employee related expense. The District's chart of accounts lists object code #7350 for employee recruitment and retention. Since you're the Director of HR, can you please share with me the amount budgeted in the 2023-24 General Fund for object code #7350? As well as amounts actually expended and/or incurred and not yet paid for object code #7350 in the General Fund. This detail is not included in the budget materials shared with the public, and as you know, open.gov is not operational. If you're going to pull the public records card on me (which I hope you won't), I am requesting examination of District financial records for 2023-24 which evidence: 1. The amount budgeted as an expense for object code #7350 in the General Fund; and, 2. The amounts actually expended and/or incurred and not yet paid for object code #7350 in the General Fund. Thank you for your cooperation. Aaron Katz	8/7/2024		Human Resources & Finance Department
24-099	30 Minutes	Complete	Wednesday, July 31, 2024	Dobler, Cliff	Please provide for my examination all charges to the capital project Burnt Cedar Pool for fiscal year July 1, 2022 to June 30, 2023. account #3970BD2601. No invoices are required just a listing of charges. The amount listed in the CIP report is \$411,019.10.	8/7/2024		Public Works & Finance Department
24-100	30 Minutes	Complete	Wednesday, July 31, 2024	Dobler, Cliff	Please provide for my examination all charges to the capital project Mountain Golf Course Cart paths for fiscal year July 1, 2023 to June 30, 2024 account #3241L12001. No invoices are required just a listing of charges. Amount is unknown. My email is cfdobler@aol.com. Software would not allow an entry below.	8/7/2024		Golf, Public Works & Finance
24-101	30 Minutes	Complete	Tuesday, July 30, 2024	Katz, Aaron	I would like to examine the recent Food and Beverage report undertaken by consultant Chris Sarten. I have been informed the report has been delivered to the District.	8/6/2024		Parks, Rec. & Beaches, GM
24-102	10 Minutes	Complete	Friday, August 2, 2024	Katz, Aaron	As a PRR request, I would like to examine records evidencing the following: 1. Adam Cripps' request for leave of absence; 2. Adam Cripps' notice of IVGID employment termination; 3. Ronnie Rector's notice of IVGID employment termination; 4. Tim Kelly's notice of IVGID employment termination; 5. Pandora Bahlman's notice of IVGID employment termination; Thank you for your cooperation. Aaron Katz	8/9/2024		Human Resources
24-103			Tuesday, August 6, 2024	Gumz, Joy	Please provide 1) a list of the procurement card records for specific individuals over the Scope Period that was provided to RubinBrown for the forensic audit. 2) evidence of repayment of any/all repayment or re-imbusement of procurement card transactions over the last 3 years. Thank you.	8/23/2024		Accounting/ Finance

Public Records Request Log

Friday, October 4, 2024

Due Today:	0
Overdue:	15

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Due by	District Cost	Assigned to
24-104			✓ Wednesday, July 31, 2024	Katz, Aaron	Apparently attorney Sergio Rudin performed legal services associated with negotiation and drafting of a catering services agreement with Jesse Collett dba 7 Sins BBQ executed June 4, 2024 allegedly for an employee appreciation lunch. With respect to this event, I would like to examine the following:  1. Billings originating from Mr. Rudin's lawfirm for all work performed regarding negotiation of and drafting of said agreement. Those billings should include the date(s) work was performed in the negotiation of and drafting of said agreement, a description of that work as performed related in any manner to negotiation of and drafting of said agreement, the time expended insofar as negotiation of and drafting of said agreement, the billing rate for each description of work performed, and out of pocket costs advanced related to negotiation of and drafting of said agreement. 2. Documents evidencing payment of the billing(s) referenced in paragraph 1 above. 3. Documents evidencing the District's chart of account numbers assigned to any portion or all of the payments referenced in paragraph 2 above. 4. Evidence of the insurance and insurance endorsements produced by Mr. Collett satisfying the conditions of paragraph 3.2.10.2-3.2.10.9 of the agreement referenced herein.  Thank you, Aaron Katz	8/7/2024		General Governance, Accounting
24-105	45 Minutes	Complete	✓ Tuesday, August 6, 2024	Gumz, Joy	Please provide all invitation communications regarding the employee BBQ to be held on or about June 25, 2024. Communications might be texts, emails, flyers or other means relaying the DATE, TIME, LOCATION and other pertinent info (such as how to request a vegan meal). This may require IT to provide emails or other communications, but this Department is not an OPTION - so General Governance has been selected.	8/21/2024		General Governance
24-106	45 Minutes	Complete	✓ Tuesday, August 6, 2024	Katz, Aaron	Regarding the Chris Sartan Food and Beverage Contract: How about the contract between Mr. Sarten and IVGID? Who exactly engaged him? How about the invoicing from Sarten to IVGID? How about evidence of payment, as well as the chart of account number(s) assigned to that payment?	8/23/2024		General Governance, Accounting/ Finance
24-107	30 Minutes	Complete	✓ Thursday, August 8, 2024	Village Alliance	Please provide by electronic copy the final report or any report subsequent to the preliminary report from the forensic auditor Rubin Brown, as well as all management responses. The preliminary report was delivered on or about July 9, 2024, and the subsequent report was supposedly delivered on or about Aug 7, 2024	8/15/2024		General Governance
24-108	1 Hour	Complete	✓ Thursday, August 8, 2024	Homan, Mick	I would like all emails to or from each of the Trustees containing "Troon" since May 1 2024.	8/16/2024		General Governance
24-109			✓ Friday, August 9, 2024	McKowen, Patricia	I am requesting all of the emails between Trustee Schmitz and Bobby McGee from July 22, 2024 to August 9, 2024. All emails 2 weeks prior to the board meeting including a few days after through August 9, 2024.	8/16/2024		General Governance
24-110			✓ Thursday, August 8, 2024	Katz, Aaron	Exhibit "B" to the July 3, 2024 F&B Sarten report includes a column of "inter-district" use of our facilities for FY 2023-24. I want to examine the particulars of all that use. That would be: the date of the use; what facility was used; by whom that facility was used; for what event that facility was used; the regular rate for the use of that facility; the actual rate assessed for the use of that facility. Thank you for your cooperation. Aaron Katz	8/15/2024		General Governance
24-111	10 Minutes	Complete	✓ Monday, August 12, 2024	Catsthelake	May I please have a copy of the Active Networks agreement that was entered into in March 2024.	8/20/2024		Accounting/ Finance
24-112	15 Minutes	Complete	✓ Tuesday, August 13, 2024	Barth, Megan	I am seeking a copy of the near-final draft of the audit report by RubinBrown sent to IVGID trustees on August 12. If I could please have this report by the end of today or tomorrow, that would be most appreciated. I will be reporting on their findings in a upcoming article.	8/20/2024		

Public Records Request Log

Friday, October 4, 2024

Due Today:	0
Overdue:	15

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Due by	District Cost	Assigned to
24-113		Complete	Tuesday, August 13, 2024	Schmitz, Sara	From: Sara Schmitz <schmitz_trustee@ivgid.org>  Sent: Friday, August 2, 2024 5:23 AM To: Bobby Magee <bma@ivgid.org>  Subject: emails sent by Susan in your absense bobby,	8/20/2024		
24-114		In Progress	Monday, August 19, 2024	Johnson, David	Hello, My name is David. I'm requesting a list (preferably PDF) of residential properties with water shut off due to non-payment in the district. I'm specifically looking between 06/2024 - 08/19/2024. Thank you in advance!	8/26/2024		Public Works
24-115			Sunday, August 18, 2024	Katz, Aaron	I would like to examine back up documentation/invoicing/other writings describing services realized and Chart of Account Number(s) assigned for the following disclosed checks: Date: May 2, 2024 - #11822320 - \$143.05 - The Rossignol Group Date: May 2, 2024 - #8898 EFT - \$5,678.34 - Group Rossignol USA, Inc. Date: May 10, 2024 - #11822387 - \$226.52 - Michael Hohl Motor Co. Date: May 16, 2024 - #8955 EFT - \$10,400.50 - Hero Environmental, LLC Date: May 23, 2024 - #11822483 - \$9,338.37 - Ritch's Body Shop Date: May 23, 2024 - #8983 EFT - \$6,415.00 - Horn Legend/Skins Game Date: May 23, 2024 - #8989 EFT - \$512.65 - Madonna Dunbar Date: May 31, 2024 - #9052 EFT - \$2,132.59 - WageWorks, Inc. Thank you for your cooperation. Aaron Katz	8/26/2024		Accounting/ Finance
24-116			Thursday, August 22, 2024	Gumz, Joy	Please provide an electronic copy of the workpapers prepared by Rubin Brown. If the Consultant has not provided all original materials (including electronic files) to the District, they should do so to comply with the terms of the contract.  Key Points: 1. Ownership: The Rubin Brown Contract clause clearly states that "all... material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District." This unambiguously establishes the District's ownership of all materials, including workpapers 2. Electronic format: Given that workpapers are generally kept electronically in modern practice, this would include all electronic files and documents related to the audit. 3. Consultant's rights: The clause allows the Consultant to retain copies of the files they created, which they call "Work Papers." However, this doesn't negate the District's ownership of the original materials. 4. Transfer of materials: The Consultant should have ensured the District received all materials, including original workpapers, at the end of the engagement. This aligns with the clause stating that these materials are the "exclusive property of the District." 5. In Nevada, government records are presumed to be public unless there is a specific exemption or confidentiality provision. And there is no exception for audit workpapers. ***** Rubin Brown contact Clause 3.5.3.1 Documents & Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Consultant and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Consultant may appropriate to the subject matter. Consultant shall provide District with all assistance reasonably required to perfect the rights in this subsection. Notwithstanding the foregoing, pursuant to Consultant's record retention policy, at the conclusion of this Agreement or any Task Order, Consultant may retain copies of files created by Consultant (collectively "Work Papers") and Consultant will destroy all pertinent Work Papers after a retention period of seven (7) years, after which time these items will no longer be available ("Record Retention Period"). Consultant's email retention policy is eighteen (18) months, after which time emails will no longer be available ("Email Retention Period"). Retention policy: The Consultant's right to retain copies is subject to their retention policy (7 years for general workpapers, 18 months for emails). This doesn't affect the District's	8/29/2024		General Governance
24-117	15 Minutes	Complete	Thursday, September 5, 2024	Katz, Aaron	Please provide the invoice or sales receipt from Western Supply related to the purchase of valve on August 23, 2024 by Parks employee Jose Ortega Jr	9/12/2024		Accounting/ Finance

Public Records Request Log

Friday, October 4, 2024

Due Today:	0
Overdue:	15

Log No.	Time Logged	Status		Date Requested	By Whom	Subject	Due by	District Cost	Assigned to
24-118	10 Minutes	Complete	✓	Tuesday, September 10, 2024	Elliot, Roberta	public records that identify the name of the construction company who was working on the concrete on the street at the intersection of Jennifer St. and Susan Ct, Incline Village, NV 89451 during the month of July 2022, the original plans, and the as-built plans. Also being requested is any records of any complaints or injuries happening in that time period	9/17/2024		Public Works
24-119	10 Minutes	Complete	✓	Thursday, September 12, 2024	Dobler, Cliff	Please provide for my examination the section of the general ledger regarding food and beverage operations at the Championship Golf Course for the year ending June 30, 2024.	9/19/2024		Accounting/ Finance
24-120	10 Minutes	Complete	✓	Friday, September 13, 2024	Dobler, Cliff	Please provide for my examination all charges from July 1, 2024 to the present time for capital project Mountain Golf Course Cart Paths #3241LI2001. I request only a listing of charges and no invoices are needed.	9/20/2024		Accounting/ Finance
24-121			✓	Friday, September 13, 2024	Catsthelake	All emails between former General Manager Bobby Magee and Trustee Raymond Tulloch where GM Magee informs Trustee Tulloch of the hiring of the Director of Public Works. Please provide any responses from Trustee Tulloch.	9/13/2024		General Governance
24-122		in process	✓	Saturday, September 14, 2024	Katz, Aaron	I would like to examine back up documentation/invoicing/other writings describing services realized and Chart of Account Number(s) assigned for the following disclosed checks: (30 in total)	10/18/2024		Accounting/ Finance
24-123	5 Minutes	Complete	✓	Saturday, September 14, 2024	Katz, Aaron	Apparently there was a retirement party for employee Pandora Bahlman yesterday at Alibi's. I want to examine records evidencing any payment by/on behalf of IVGID towards that party. And any gifts given to Ms. Bahlman paid by/on behalf of IVGID. I want to see what was purchased, from whom, the amount(s) paid, the chart of account number assigned to each amount, the identity of that/those employee(s) authorizing payment. Assuming any of those payments represent reimbursement to others advancing payment, I want to examine records evidencing to whom those reimbursements were made or are to be made, together with any back up documentation provided by those persons to whom reimbursements were made or are to be made.	9/23/2024		Accounting/ Finance
24-124	5 Minutes		✓	Saturday, September 14, 2024	Katz, Aaron	I want to examine the letter requesting Finance Personnel assistance from Washoe County per NRS 318.098, authorized at the Board's Sep 11, 2024 meeting.	9/27/2024		General Governance
24-125	30 Minutes	Complete	✓	Saturday, September 14, 2024	Katz, Aaron	I would like to examine records surrounding the District's monetary payments to/on behalf of the upcoming 10th Tahoe Film Fest. Whether it's money to become a festival "partner," or otherwise, and whether on behalf of IVGID, TWSA and/or IVGID's Waste Not. I want to see invoicing for payment, evidence of payment (including to whom is the payee), chart of account number(s) assigned, evidence of who authorized payment. I also want to examine all e-mail communications between anyone on behalf of the film festival and anyone at IVTID, TWSA and/or IVGID's Waste Not, in any way connected to the subject 10th Film Festival.	9/23/2024		Accounting/ Finance Public Works
24-126	25 Minutes	Complete	✓	Monday, September 16, 2024	Dobler, Cliff	Please provide for my examination all e mails between Sara Schmitz, Trustee and Bobby Magee, General Manager regarding the grants from Incline Tahoe Foundation. The e mails were on October 31, 2023.	9/23/2024		General Governance
24-127	10 Minutes	Complete	✓	Monday, September 16, 2024	Miller, Judith	Please provide in electronic format any records evidencing any agreement(s) between IVGID and greenup!, a Nevada Corporation, or Nevada Green Business Network.	9/24/2024		General Governance
24-128			✓	Tuesday, September 17, 2024	Dobler, Cliff	Please provide for my examination the general ledger section of the Beaches sub fund for food and beverage operations at the swimming pools (burnt cedar & incline beach) for the year ended 6-30-2024.	9/24/2024		Accounting/ Finance
24-129			✓	Tuesday, September 17, 2024	Dobler, Cliff	Please provide for my examination the general ledger section for food and beverage for the Diamond Peak Ski report . The section would be for the year ending June 30, 2024. There maybe two sections one for the base lodge and one for the Snowflake lodge.	9/24/2024		Accounting/ Finance
24-130	30 Minutes	Complete	✓	Saturday, September 14, 2024	Katz, Aaron	Previous request 24-125 has been closed as partial information was provided Please Provide all e-mail communications between Madonna Dunbar and anyone on behalf of the film festival and anyone at IVTID, TWSA and/or IVGID's Waste Not, in any way connected to the subject 10th Film Festival.	9/23/2024		General Governance
24-131	10 Minutes	Complete	✓	Tuesday, September 24, 2024	Transparent Nevada	Transparent Nevada is requesting a copy of the Incline Village General Improvement District's Employee Compensation Report for the 2023 Calendar Year.	10/30/2024		Human Resources
24-132			✓	Thursday, September 26, 2024	Katz, Aaron	Follow up for PRR 24-122: Related to the back up documentation provided for Ritch's Auto Body repair order #002228 dated 06/10/2024. Please provide detail of services provided and Chart of Account Number assigned for the disclosed check, and the auto insurance records for the vehical serviced at Ritch's Auto Body Repair related to Repair order. (2022 Chevy Silverado)	10/3/2024		General Governance

Public Records Request Log

Friday, October 4, 2024

Due Today:	0
Overdue:	15

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Due by	District Cost	Assigned to
24-133		✓	Saturday, September 28, 2024	Katz, Aaron	I want to examine all written communications between any employee at IVGID and anyone at the NV Green Business Network pertaining to the latter's Golden Pinecone Award and its designation of our Madonna Dunbar as one of this year's recipients. Including but not limited to: 1. applications by anyone at IVGID for this award, 2. payments of any kind and for any reason by or on behalf of IVGID made to or on behalf of the NV Green Business Network, 3. purchases for admission to the upcoming October 10, 2024 Green Gala event. All from November 1, 2023 to the present.	10/7/2024		General Governance, Accounting/ Finance

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Karen Crocker, Interim District General Manager / Director of Parks and Recreation

**FROM:** Susan Griffith, Interim Director of Finance

**SUBJECT:** Report and Status Update on Staff's Progress related to the Rubin Brown Report Observations, including Dates of each Completed Observation and Expected Completion Dates of Observations not yet Resolved and most recent Bank Reconciliations. (Requesting Staff Member: Interim Director of Finance Sue Griffith)

**DATE:** October 9, 2024

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**I. RECOMMENDATION**  
None – Information Only

**II. BACKGROUND**

**RUBIN BROWN REPORT OBSERVATIONS:**

In February 2024, the Board of Trustees approved financial due diligence audit work to be completed by Rubin Brown. The Board accepted the final report on August 28, 2024. This Memorandum provides staff responses and updates to the 41 observations discussed in the report. Within each response includes whether staff has the item open or closed and additional information regarding completion dates and issues.



## BANK RECONCILIATIONS:

Bank reconciliations were contracted out to Baker Tilly consultants for fiscal years FY23 and FY24. Baker Tilly bank reconciliation services were abruptly cancelled in late June 2024. Bank reconciliations were approximately 80% complete at that point in time through March 2024. The bank reconciliation workload had to be immediately absorbed by the already severely understaffed finance department. Staff reorganized the workload priorities to put this work at the top of the list. The important, but not immediately urgent, series of manual journal entries for FY24 were further delayed. Monthly bank reconciliation work has been performed through July 2024 in preparation for the audit. June and July have been initially examined. However, due to severe understaffing, they cannot be completed until staff is done posting to the general ledger to be ready for the annual audit later this month. This work needs to be in the system in order to complete the reconciliations and identify the final unexplained variances. Additionally, the August 2024 reconciliation is the same status as June and July for the same reasons. The September data file has been requested by Wells Fargo Bank. Both the FY24 auditor and NV Department of Taxation are provided regular status updates on bank reconciliations as well as other related topics during their discussions with IVGID staff.

The remainder of this Memorandum provides each observation in the final Rubin Brown report with the staff status following it in italics.

### **Observation #1: Tyler Munis Implementation**

**Fraud Risk: High**

IVGID converted to the Tyler Munis accounting system in July 2022. There has been an ongoing lack of consistent and timely issuance of financial reporting since the Tyler Munis system implementation occurred. This is due to an unsuccessful implementation, which is a result of poor planning and poor execution and not the functionality of the accounting system itself. Other impacts from the Tyler Munis system implementation include, but are not limited to, the following:

- (1) There are POS systems that are independent of the accounting system where customer transactions are recorded in real-time at, for example, the various golf courses and merchandise stores, during customer check-outs. Data from the POS systems are typically exported daily and/or multiple times a week to be input into the Tyler Munis system by the accounting staff. It is difficult to export reports correctly after the implementation occurred, and thus multiple reports for the same dataset may contain different results depending on whether or not the report is exported from the POS systems or the Tyler Munis system. For example, we observed unexplained variances between the exported sales reports from the POS systems and the Tyler Munis system. Further, IVGID was unable to extract certain data from the Tyler Munis system. Refer to observation 2 in this report for an example of data that management was unable to extract from the Tyler Munis system.

- (2) IVGID was unable to make vendor payments from the Tyler Munis system until January 2023. As a result, IVGID would process an invoice and make the invoice payment through Innoprise, the prior accounting system, and IVGID would simultaneously input the invoice into the Tyler Munis system. In effect, the invoices in the Tyler Munis system were shown as approved, but not paid (i.e. outstanding invoices), although they were paid through the Innoprise system. IVGID made efforts to remove paid invoices that were entered into both systems. Within our analysis, we were unable to identify evidence of duplicated payments between the two systems.
- (3) As a result of the duplicative transactions entered into the Innoprise system and Tyler Munis system, IVGID encountered challenges when performing bank reconciliations. Refer to observations 4, 5, 6, and 7 in our report for further details regarding bank reconciliations.
- (4) IVGID departments are tracking activity outside of the Tyler Munis system in Excel spreadsheets. For example, Public Works is tracking project spend information outside of the Tyler Munis system in Excel spreadsheets as there are issues accumulating and coding costs in the Tyler Munis system. It is unclear how often this project spend information on the Excel spreadsheets are updated and reconciled to the Tyler Munis system.

**Recommendation:**

We recommend IVGID hire dedicated resources to assess, and assist with, the implementation of the Tyler Munis system. It is our understanding that the Assistant Director of Finance and the Director of Information Technology are working diligently on this.

***Staff Status (Multiple Components):***  
***Staff Status (Multiple Components):***

***CLOSED:***

*Observation #1 (2) – All accounts payable transactions are completed in exclusively in the Tyler accounting system..*

***OPEN: Completion Date - Spring 2025 (If Tyler Scope Approved at 10/09/24 BOT Meeting)***

*Observation #1 (3) – Staff has not yet implemented some of Tyler’s capabilities related to AP processing*

*Observation #1 (4) – Staff has not yet implemented some of Tyler’s capabilities related to Capital Improvement Projects.*

***OPEN: Completion Date – 2027***

*Observation #1 (1) – The ability for the POS to upload directly to the Tyler Munis Financials is being addressed as a part of the Active Network POS Assessment.*

## **Observation #2: Initiators and Approvers of Vendor Disbursements**

Fraud Risk: **High**

As mentioned in the “Executive Summary of Observations” section of our report, we identified several instances involving vendor disbursements that were made by an employee that both initiated and approved the disbursement, as well as several instances involving vendor disbursements that had no approver. Refer to Figure 1 below, also seen within the “Executive Summary of Observations” section of our report, for approver status by disbursement amount and by number of instances for each year within the Scope Period.

Seven IVGID employees authorized disbursements without approval for the following disbursement amounts and number of instances as shown in Figure 3. Additionally, eight IVGID employees authorized and approved their own disbursements, which represents the lack of proper segregation of duties within the disbursement process. The disbursement amounts and number of instances can be seen in Figure 4. We made selections for specific instances of these unapproved disbursements and disbursements created and approved by the same individual. We ensured our selections were for various disbursement amounts, vendors, transaction dates, and were inclusive of different IVGID personnel to ensure a variety of samples throughout the scope period. We inquired with Management for how and why this occurred, and Management explained that the occurrences were due to a lack of personnel.

Further, two individuals interchangeably initiated and approved one another’s disbursements during the Scope Period, and these individuals are at different staff levels. This may occur due to the lack of personnel in the disbursement department, whereas an employee who typically initiates a disbursement may need to approve a disbursement and vice versa to maintain segregation of duties. The lack of proper segregation of duties is a result of the loose internal control culture within the District. A comprehensive review of user access has not been performed since prior to the implementation of the Tyler Munis system.

### **Recommendation:**

We recommend each vendor disbursement have a separate initiator and approver to ensure proper segregation of duties within the disbursement process. We recommend a list (i.e., delegation of authority) of initiators and approvers be retained, updated, and reviewed as needed and the user access in the Tyler Munis system match the approved roles. We recommend initiators and approvers be determined based on staff level and approvers should be at an appropriate level of hierarchy above the initiator.

Further, we recommend the disbursements be reviewed on a recurring basis to ensure vendor disbursements were initiated and approved at the appropriate level.

## **Staff Status – CLOSED**

*No invoices are entered into Tyler unless approval is noted on the invoice; in addition, each AP entry is reviewed and approved by a second person before it is released into the system. Tyler's Workflow is utilized for approval of all requisitions before becoming a purchase order. Proper segregation of duties has been implemented. Tyler system has user roles and related workflows properly set up so that only authorized approvals exist.*

### **Observation #3: Insufficient Support for Vendor Disbursements**

Fraud Risk: **High**

We selected thirty samples to obtain vendor support to assess the appropriateness of the disbursement and validity of the vendor. We ensured the samples were for different vendors with various disbursement amounts and disbursement dates throughout the scope period. Of the thirty samples reviewed, we identified two instances where disbursements were paid to various vendors with no underlying support available for the vendor disbursement. Additionally, we identified five instances where disbursements were paid to various vendors with only internal support provided (i.e. email chain between IVGID employees discussing the vendor amount due) and no third-party support available (i.e. vendor invoice verifying the amount due). The risk with no third-party support available for a disbursement is there is no confirmation that the vendor is not fictitious and no verification of the amount due. Refer to Figure 5 for specifics on the disbursement amount and vendor for the exceptions identified.

We made additional selections for vendors that had an exception. We identified five of the seven vendor exceptions did not have additional disbursements during our Scope Period to select for additional testing. For the remaining two vendor exceptions, we identified one vendor had two additional disbursements, in which we elected to test both disbursements, and the other vendor had numerous additional disbursements in which we elected to test five additional disbursements. Of the seven additional selections, we identified two instances that had no third-party support available.

Refer to Figure 6 for specifics on the disbursement amount and vendor for the additional exceptions identified. These nine exceptions total approximately \$17,139 of the total sample value of \$119,428, or 14.35%. Lack of support to substantiate the vendor disbursements illustrates a lack of controls around the vendor disbursements process and a substantial financial risk for IVGID.

### **Recommendation:**

In conjunction with the initiation of a vendor disbursement within the Tyler Munis system, we recommend the initiator perform a three-way match between the purchase order, vendor invoice, and goods received report (if applicable) prior to approving the disbursement, and the initiator should attach this support to the disbursement. Further, we recommend the approver ensures support is sufficient before approving a disbursement.

## **Staff Status – CLOSED**

*Finance staff only enters payables directly from an invoice or properly completed Check Request Form and follows proper internal controls, segregation of duties, and related restrictions by user role permissions are set in the Tyler finance software by the IT Department.*

*NOTE: Each of the disbursement amounts in Figures 5 and 6, with the exception of the Board of Regents item, are under \$5,000 which is the purchase order threshold within IVGID. A match to the invoice and purchase order is not applicable. Support material for the disbursement to Troy Akin and DNV Trust has been provided to the Finance Team to attach it to the disbursement record.*

## **Observation #4: Operating Bank Account and Bank Reconciliations**

**Fraud Risk: High**

There is an IVGID operating bank account used for daily and normal operating activities. Per discussions with management, bank reconciliations over the IVGID operating account were not performed in a timely manner at the beginning of the Scope Period from July 2020 to June 2022. The lack of performing timely reconciliations is a result of the loose internal control culture within the District. Beginning July 2022 and through the remainder of our Scope Period, bank reconciliations over the IVGID operating account were not performed. Baker Tilly, an accounting and consulting firm, was engaged by IVGID to perform bank reconciliations for IVGID's operating bank account for the period of July 2022 to June 2023. We were informed by Baker Tilly that their services concluded in June 2024. As of the conclusion of their services, Baker Tilly acknowledges the bank account reconciliations still do not balance to zero and IVGID is working to adjust the Tyler Munis system for any issues and adjustments needed relating to fiscal year 2023. Additionally, Baker Tilly has trained a current IVGID employee on how to properly prepare the monthly bank reconciliations. The IVGID operating account is the largest IVGID bank account and has the most activity of the five accounts we reviewed during the Scope Period. Refer to Figure 7 for the balance of the operating account over the Scope Period.

Although there is a large increasing operating account balance over the Scope Period, the risk with this bank account is referenced in observation 6 in our report which suggests the activity and balance within this bank account may not reflect all the activity it should due to a lack of reconciliation control.

### **Recommendation:**

We recommend IVGID perform an analysis of the operating bank account to ensure high-volume activity, and the increasing balance trend is accurate. Further, we recommend monitoring the operating bank account on a recurring basis as this bank account has an elevated risk of inappropriate activity due to the lack of reconciliation control.

We recommend performing bank reconciliations on all bank accounts no later than 30 days following month-end. Bank reconciliations should include supporting documentation for all reconciling items, including, but not limited to, deposits in transit and outstanding checks. Additionally, we recommend that IVGID designates and assigns employee responsibilities related to preparing and completing the bank reconciliations with the proper segregation of duties and each reconciliation be signed and dated by the appropriate preparer and reviewer. Further, we recommend providing the Board of Trustees with a quarterly reporting package, including the bank reconciliations for transparency, and to ensure a timely completion and review of the key financial information as determined by the Board.

### **Staff Status**

**OPEN: Completion Date: Spring 2025 (If Tyler Scope Approved at 10/09/24 BOT Meeting)**

*Bank reconciliations were contracted out to Baker Tilly consultants for fiscal years FY23 and FY24. Baker Tilly bank reconciliation services were abruptly cancelled in late June 2024. Bank reconciliations were approximately 80% complete at that point in time through March 2024. This work was performed using Excel workbooks and contained unexplained variances.*

*The Tyler accounting system's Cash Management module includes bank reconciliation functions. It was not implemented during this time by neither staff nor consultants. Current Tyler system functionality lacks the tools needed to properly identify the unexplained variances until the Cash Management module is implemented.*

*Staff currently performs bank reconciliation work immediately following the end of the prior month according to the following schedule: Within the first week of the new month, the data file for the previous month is ordered by the banking representative. Once staff receives the file, work begins. Staff performs reconciliation procedures and identifies items that have not been booked. Any unusual items are investigated. Once the general ledger is complete for that month, a final general ledger report is generated for the workbook for use to determine the final unexplained variance. Segregation of duties are being maintained and work is reviewed by management.*

*To Be Completed: Hire additional staff. Implement and use Tyler Cash Management module. Write procedures and train staff. Resolve Tyler reporting issues that staff identified when completing bank reconciliation and other tasks. Continue analysis of unexplained variances. Bank Reconciliations to then only be completed within the Tyler system. Tyler reports can then be generated and provided to the Board of Trustees.*

## **Observation #5: Other Bank Accounts and Bank Reconciliations**

**Fraud Risk: High**

Per our review, IVGID has other bank accounts, aside from the operating bank account, including:

- (1) payroll bank account which is a clearing account used to process payroll funded by the operating account,
- (2) A health reimbursement bank account used for retaining funds for employee health reimbursements funded by the District,
- (3) A flexible spending bank account used for retaining funds for employee health savings funded by employee elected withholdings for health savings, and
- (4) A holdings bank account that was closed in June 2022 as the bank account was no longer in use.

IVGID does not perform bank reconciliations on the payroll, HRA, FSA, or holding bank accounts. The lack of performing timely reconciliations is a result of the loose internal control culture within the District. In our review of the bank accounts, no items of interest for the payroll, HRA, FSA, or the holding bank accounts were identified as the frequency and nature of the transactions in these accounts are minimal and significantly less than the operating account. Refer to Figure 8 for the consolidated balance of the payroll, HRA, FSA, and holdings bank account over the Scope Period.

### **Recommendation:**

We recommend performing bank reconciliations on all bank accounts no later than 30 days following month-end. Bank reconciliations should include supporting documentation for all reconciling items, including, but not limited to, deposits in transit and outstanding checks. Additionally, we recommend that IVGID designates and assigns employee responsibilities related to preparing and completing the bank reconciliations with the proper segregation of duties and each reconciliation be signed and dated by the appropriate preparer and reviewer. Further, we recommend providing the Board of Trustees with a quarterly reporting package, including the bank reconciliations for transparency, and to ensure a timely completion and review of the key financial information as determined by the Board.

***Staff Status - OPEN: Completion Date: Spring 2025 (If Tyler Scope Approved at 10/09/24 BOT Meeting)***

*All three of the other bank accounts are also reconciled (payroll, HRA and FSA) in a timely fashion. Segregation of duties are being maintained. Tyler Cash Management module implementation should provide reconciliation functionality for these accounts and related reports can be generated so that manual work is eliminated.*

**Observation #6: Operating Bank Account Reconciliations Have Unreconciled Differences**

Fraud Risk: **High**

We reviewed the bank reconciliations available for the operating bank account during the Scope Period, and we observed that the reconciliations show large unreconciled differences between the bank statements and the general ledger balances. For example, the June 2023 bank reconciliation for the operating bank account shows an unreconciled difference of approximately \$7,000,000 between the bank balance of approximately \$18,000,000 and the general ledger balance of approximately \$25,000,000. Refer to Figure 9 for a comparison of the bank statement balances to the general ledger balances, prior to considering management’s reconciling items and Baker Tilly’s involvement. As mentioned, we understand that Baker Tilly was engaged to perform bank reconciliations, and the scope of their work was completed in June 2024. Refer to observation 4 for further details over Baker Tilly’s completed work.

**Recommendation:**

We recommend IVGID investigate and resolve unreconciled items in all bank reconciliations. We recommend bank reconciliations are reviewed for timeliness and clarity relating to the research, explanation, and clearing of reconciling transactions. Further, we recommend IVGID prepare clear and easy-to-follow reconciliations that reconcile the bank balance to the general ledger balance.

**Staff Status - CLOSED**

*Specific Issue discussed by consultant has been explained. An incomplete record of work was improperly interpreted by Rubin Brown.*

**Observation #7: Cash Entries Posted to General Ledger**

Fraud Risk: **High**

Based on our review of the bank reconciliations available, we observed that IVGID would manually record a monthly lump sum entry into the general ledger to take into consideration the net cash activity shown in the operating account’s monthly bank statements. Individual entries for the individual cash transactions in the operating account were not recorded in the general ledger. Further, we also observed that the lump sum manual entries were not recorded in the accounting system in a timely manner.

**Recommendation:**

When preparing the bank reconciliations, we recommend that IVGID record the individual cash transactions (i.e. venue driven detail), as shown in the bank statements, in the general ledger, instead of manually recording lump sum entries for the monthly net cash activity. Further, the entries should be recorded no later than 30 days following month-end.



**Staff Status - CLOSED**

*Cash entries are no longer recorded in lump sum.*

**Observation #8: Treatment of Capital Costs**

Fraud Risk: **High**

For the fiscal year 2021 the capital asset activity spreadsheet and trial balance information provided for our review were not at a sufficient level of detail to permit the selection of individual transactions for testing. The IVGID personnel responsible for overseeing the District's capital asset accounting was hired and/or became responsible for this accounting after the Scope Period and, as a result, did not have knowledge of IVGID's historical accounting for procurement transactions during the Scope Period. Thus, we were unable to obtain and test additions to construction in progress ("CIP") for the fiscal year 2021. For the fiscal year 2022 we were provided a spreadsheet of capital asset activity for the fiscal year. The beginning balances of each capital asset category (i.e. utilities, community services, beach) agreed to the beginning balances of the capital asset footnote on the 2022 Annual Comprehensive Financial Report ("ACFR"). However, we were unable to reconcile additions, disposals, and resultant ending balances of capital assets per the spreadsheet to the 2022 ACFR, and we were not provided explanations for the unreconciled balances. We also selected five capital asset additions from the spreadsheet to verify the balances for appropriateness of capitalization and accuracy based on underlying invoice support. We ensured our selections included expenses from various vendors and various amounts. We reviewed the underlying invoice support for the five selections and observed that the capital additions were appropriate and accurate. For the fiscal year 2023 we were provided a spreadsheet of capital asset activity for the fiscal year. Since the fiscal year 2023 audit was not finalized by the external auditors as of our testing date, there was not an audited, finalized fiscal year 2023 ACFR to use in connection with the reconciliation. As a result, we performed the reconciliation of the spreadsheet by comparing to the unaudited fiscal year 2023 ACFR footnote. For fiscal year 2023 IVGID prepared the capital assets' footnote utilizing a new methodology. The new methodology consisted of IVGID exporting details of the general ledger system with object codes of 8120 (capital expenditures), 7510 (repairs and maintenance), and 7330 (contract services) to identify all items subject to capitalization and determine if they were appropriately included or excluded as a capitalized object code. IVGID utilized Excel functionality to aggregate and sort capital expenditures to create the CIP portion of the capital assets footnote. Based on our analysis of the 2023 capital asset spreadsheet, we also selected ten capital asset additions from the spreadsheet to verify the balances for appropriateness of capitalization and accuracy based on underlying invoice support. We ensured our selections included expenses from various vendors and various amounts. We reviewed the underlying invoice support for the ten selections and observed that the capital additions were appropriate and accurate.

**Recommendation:**

We recommend IVGID develop an automated and formalized process for aggregating and tracking the District’s capital asset activity as the current process requires the extensive use of Excel outside of the accounting system to accumulate the capital asset data. We further recommend IVGID investigate and consider the use of a capital assets module (whether associated with the current accounting software or a stand-alone module) to track capital assets activity including CIP. We also recommend IVGID implement controls to review capital activity monthly to ensure that all capitalizable items are charged to the correct object code to simplify the process during the preparation of the government-wide financial statements.

**Staff Status - OPEN: Completion Date - Spring 2025 (If Tyler Scope Approved at 10/09/24 BOT Meeting)**

*Staff has reconciled capital assets to the FY23 ACFR. Once the additional Tyler work is completed to populate and use the capital assets, work will not be done in Excel.*

**Observation #9: Capitalization of Projects Relating to Repairs and Maintenance**

Fraud Risk: **High**

We observed projects relating to repairs and maintenance that were capitalized instead of expensed. For example, project 3141LI1201 related to the parking lot pavement maintenance at both the Championship Golf Course and the Chateau was capitalized to general ledger asset accounts with the account description of “Capital Improvements” in the amount of \$175,167.

**Recommendation:**

We recommend that projects relating to repairs and maintenance are expensed as incurred unless the project extends the life or increases the capacity of the asset. We recommend that project capitalizable costs are presented to the Board of Trustees through a standard capitalization request form that describes the capitalizable nature of the cost, the rationale for the extension of life, any additional functionality of the capitalizable items, and the proposed accounting treatment of the project costs. We recommend the Board of Trustees approve the capitalization of projects costs that are in line with the CapEx Policy.

**Staff Status - OPEN: Capitalization Policy Completion Date – TBD**

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

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### **Observation #10: Green Fee Pricing Schedules Not Followed**

Fraud Risk: **High**

There is a pricing chart for each golf season that includes golf pricing for each of the IVGID golf courses. The pricing takes into consideration the time of day, day of week and month, and also if the customer is a resident, non-resident, or guest of a resident. We identified instances where the green fee paid by the customer was less than the green fee reflected in the pricing chart, and no support was available to verify that the discounted price was appropriate and/or approved by an appropriate level of authority.

#### **Recommendation:**

We recommend training respective employees to follow the approved pricing for golf and other parks and recreation facilities, such as ski slopes and pickleball courts, to include regular monitoring review and analysis (e.g. monthly) to confirm that appropriate pricing is followed.

#### **Staff Status - CLOSED**

*Golf and Revenue Department personnel have provided additional training to cashiers. Staff identified that this issue was related to the use of GolfNOW for booking tee times and Vermont for getting those booked tee times onto the tee sheet*

### **Observation #11: Green Fee Play Passes**

Fraud Risk: **Low**

IVGID provides customers the opportunity to purchase play passes for the golf season. A wide variety of play passes are available including, but not limited to, the following:

- (1) "All You Can Play" pass where an individual can play an unlimited amount of golf rounds during the applicable time frame of the pass.
- (2) "Limited All You Can Play" pass where an individual can play an unlimited amount of golf rounds during the applicable time frame of the pass, but the pass is limited to specific golf tee times.
  
- (3) "10-Round Play" pass where an individual can play 10 rounds of golf during the applicable time frame of the pass. There were 10-round, 20-round, 30-round and 40-round passes available for customers to purchase during the Scope Period.

When a customer utilizes a play pass, the green fee transaction is to be entered into the system as a 'Play Pass' transaction which would reduce the balance of the rounds available to play.

We obtained the detailed listing of play pass activity during our Scope Period at the Championship Golf Course and Mountain Golf Course, and we made selections to test that the play pass was appropriately paid for and utilized within the restrictions of the purchased play pass (i.e. time frame). We made play pass selections inclusive of both golf courses, different times and different pass types to ensure our selections covered a variety of play pass transactions. We identified one instance where the green fee paid was \$0 as the customer was utilizing a play pass, but the transaction was not entered in the system as a 'Play Pass' transaction. Further, we identified two instances where a customer had a "Limited All You Can Play" pass that was utilized outside of the golf tee times permitted for the play pass.

**Recommendation:**

We recommend training golf course employees to ensure appropriate use of customer play passes and for an appropriate level of management to review play pass transactions on a quarterly basis to ensure the play passes being utilized are during the appropriate time frame and the exceptions we identified above are not continuously occurring. We recommend implementing this oversight at all parks and recreational facilities, including ski slopes and pickleball courts, and ensuring play passes are utilized in line with the policy and that play passes are not issued to citizens without fees. For example, a user of IVGID facilities should not be given a free golf play pass just because the user is a friend of the IVGID golf employee.

**Staff Status - CLOSED**

*Additional training has been provided. No support has been provided to substantiate other statements.*

**Observation #12: Personal Use of Procurement Cards**

Fraud Risk: **High**

We identified two instances involving the same employee that made personal transactions using their procurement card. The IVGID employee reimbursed IVGID for both transactions. Using procurement cards for personal transactions is not allowed under the IVGID policy.

**Recommendation:**

We recommend all IVGID employees review the procurement card purchasing policy in sections 7 and 8 of the IVGID Employee Handbook annually and as needed to ensure employees understand procurement card purchases are to be for the use and benefit of the District. Refer to observation 15 for additional recommendations regarding procurement cards.

## **Staff Status – CLOSED**

*In addition to the IVGID Employee Handbook, employees sign a document which provides policy information regarding procurement card use when receiving their card.*

### **Observation #13: Insufficient and Inappropriate Support for Procurement Card Transactions**

**Fraud Risk: High**

We sampled individual procurement card expense reports and observed the following:

- (1) We identified one procurement card expense report instance where a general ledger transaction report was provided as support for an expense. A general ledger transaction report does not provide support to ensure the reimbursement requested is the amount per the transaction receipt.
- (2) We identified two procurement card expense reports where no support was available for the transactions submitted. The lack of support provided limits the reviewer from ensuring the reimbursement is in compliance with the procurement card policy.
- (3) We identified three procurement card transactions where the support did not tie to the transaction amount.
- (4) We identified three procurement card expense report instances where support agreed to the total amount for reimbursement but did not show the invoice line-item details that made up the total amount charged to the procurement card. The lack of support provided limits the reviewer from ensuring the total provided for reimbursement was used for appropriate items under the procurement card policy.

### **Recommendation:**

We recommend all IVGID employees review the procurement card purchasing policy in sections 7 and 8 of the IVGID Employee Handbook annually and as needed to ensure employees understand appropriate and acceptable support to be submitted with procurement card expense reports. Refer to observation 15 for additional recommendations regarding procurement cards.

### **Staff Status – OPEN - Completion Date - December 2024**

*Staff is examining procurement card policies and practices from other Nevada public agencies. The Finance department will be proposing revisions to the current IVGID procurement card policies and procedures.*

*Currently, all procurement card expenditures are now tracked on an excel spreadsheet provided by Wells Fargo. One individual is tasked with ensuring proper receipts and approvals are obtained.*

### **Observation #14: Sales Tax Charges**

Fraud Risk: **Low**

In our review of IVGID's procurement card expense reports, we identified one instance that involved a set of transactions where the sales tax amount was duplicated, which overstated the amount paid. IVGID is tax exempt and IVGID purchases should not be charged for sales tax. Over the Scope Period, there were approximately 93 active procurement cards with expenses totaling approximately \$1,485,903. Of the \$1,485,903, approximately \$11,586 relates to sales tax. Further, as discussed in observation 33, sales tax has been charged on clothing allowance purchases. Per the IVGID Employee Handbook, it is the responsibility of the cardholder to utilize the tax-exempt cards and forms to ensure sales tax is not charged for IVGID purchases.

#### **Recommendation:**

We recommend all IVGID employees review the procurement card purchasing policy in section 8 of the IVGID Employee Handbook yearly and as needed to ensure employees understand procurement card purchases should not have sales tax charges. Further, we recommend the disbursement department review vendor invoices to ensure IVGID is not charged sales tax on purchases. Refer to observation 15 for additional recommendations regarding procurement cards.

#### **Staff Status - OPEN: Completion Date – TBD**

*Senior staff will discuss a proactive solution to implement and provide staff training. This issue should be addressed at the time the transaction as a part of authorized approvers within staff's reporting structure.*

### **Observation #15: Oversight of Procurement Card Program and Related Expense Reports**

Fraud Risk: **High**

There is limited review of the procurement card activity, including analysis of procurement card spending or a high-level review of procurement card expense reports, outside of the initial approval of a submitted expense report. Per observations 12, 13 and 14, the initial approver of expense reports are not thoroughly reviewing procurement card expense reports to prevent and detect the procurement card expense report observations identified.

**Recommendation:**

We recommend IVGID properly assigns employees who are responsible for managing, evaluating, and analyzing the procurement card program on a recurring basis to ensure it is in accordance with sections 7 and 8 of the IVGID Employee Handbook. Further, we recommend expense report approvers complete a thorough review of each expense report they are responsible for approving. This review should include, but is not limited to, validating that the expense was for the use and benefit of the District, validating that supporting documentation is appropriate and ties to the reimbursement amount, confirming that reimbursement requests are not duplicated and/or reimbursed with a previous expense report, and confirming that sales tax is not charged to the procurement card. Further, IVGID should evaluate the intended use of procurement cards as compared to the expenses that are generally incurred on the cards. With that in mind, IVGID should consider restricting the standard industrial classification codes that the card is authorized to be used for thereby automatically restricting purchases that would not be considered appropriate (i.e. retail box stores, gas stations, liquor stores, online retailers, etc.).

**Staff Status – OPEN - Completion Date - December 2024**

*Staff is examining procurement card policies and practices from other Nevada public agencies. The Finance department will be proposing revisions to the current IVGID procurement card policies and procedures.*

*Currently, all procurement card expenditures are tracked on an excel spreadsheet provided by Wells Fargo. One individual is tasked with ensuring proper receipts and approvals are obtained. Additionally, the monthly procurement card activity is included in the monthly Treasurer's Report.*

**Observation #16: Physical Inventory Observations and Reconciliations**

Fraud Risk: **High**

IVGID has not performed inventory observations at several locations, including, for example, retail shops and food and beverage, during the Scope Period. The lack of performing timely reconciliations is a result of the loose internal control culture within the District. Further, IVGID does not keep records of food and beverage inventory, including alcohol, in the Tyler Munis system, and thus reconciliations are not performed over this type of inventory.

**Recommendation:**

We recommend physical inventory observations be performed periodically for all locations at IVGID, inclusive of food and beverage locations. Additionally, we recommend each inventory location have its own general ledger account and for all inventory to be entered into the Tyler Munis system in a timely manner, which should be reconciled no later than 30 days following month-end. Inventory reconciliations should include supporting documentation for all reconciling items and resulting adjustments.

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**Staff Status (Multiple Components):**

**CLOSED:**

*Finance staff conducted and/or observed physical inventory counts for Diamond Peak Hyatt, both golf facilities, Tennis, and Food and Beverage. Spot-checked inventory counts were also performed for Public Works. F&B inventory is now conducted regularly. Inventory reconciliation year-end entries were made for FY24.*

**OPEN: Completion Date - Spring 2025 (If Tyler Scope Approved at 10/09/24 BOT Meeting)**

*The inventory portion of Tyler has not yet been implemented.*

**Observation #17: Inappropriate User Access in Point-of-Sale Systems**

Fraud Risk: **High**

IVGID employees do not have an individual user account assigned to them within the Vermont system, but instead shared user accounts are used among multiple individuals. Employees using shared user accounts may not be added to the employee master file as they may be temporary or short-term employees.

We observed user accounts that are unlocked that are assigned to terminated or resigned employees. We also observed user accounts that are active and unlocked that do not tie to a past or current IVGID employee per the employee master file. Further, there are user accounts for active employees where the user account is locked due to inactivity of the user accounts and/or the employee locked themselves out of the user account. IVGID is not aware of how to reset user accounts after an account is locked or inactive.

**Recommendation:**

We recommend each IVGID POS system provide each employee with an individual user account. If the above recommendation is not deemed feasible given IT limitations and/or the turnover given the seasonality of parks and recreational employees, we recommend an approval process for employees who are given access to the shared user accounts and a restriction on the level of activity that can occur on these shared accounts. Additionally, we recommend reviewing all user accounts for each IVGID POS system to ensure each user account is for active IVGID employees. We recommend user accounts are locked in a timely manner after resignation or termination of an employee. Further, we recommend IVGID research how to reset and/or remove user accounts that are locked due to a lockout or period of inactivity.

**Staff Status – CLOSED**

*User account audits are being performed and are scheduled to be regularly performed.*



**Observation #18: Contracts Awarded May Exceed Board of Trustees Funding Approval**

Fraud Risk: **High**

A contract awarded to specific project numbers may exceed the Board of Trustees funding approval. For example, the Board of Trustees approved \$200,000 on May 27, 2020, relating to project 3468RE0002 for the replacement of ski rental equipment to utilize during fiscal year 2021. The memo presented by the District General Manager on March 20, 2021, notes a bid awarded to Solomon for a contract amount totaling approximately \$264,000 and a carryforward balance of approximately \$335,000 from a prior budget year. The approved five-year budget plan for fiscal year 2021 does not include a carryforward balance from a prior year.

**Recommendation:**

We recommend all contracts awarded be in accordance with the five-year budget plan approved by the Board of Trustees. If any advanced spending of the budget is necessary for a given budgeted year relative to the allocated amount, we recommend timely communication regarding the circumstances of the advance to the Board of Trustees to ensure approval and appropriateness of the advanced spending. Additionally, all carryforward balances should be documented with the plan summary presented to the Board of Trustees, and documentation should be maintained to substantiate the prior activity related to the projects that are carried forward or postponed to a subsequent fiscal year.

**Staff Status – CLOSED**

*Staff prepares a 5-year CIP plan, the Board awards year one of the CIP plan at budget time. In accordance with NRS 354.620, no carryforward activity is allowed.*

*NOTE: It appears that what occurred was that an award was made on 3/31/2021 (\$264,840.48) and that the CIP Popular Report was not updated with that purchase. The remaining funds were awarded at a meeting on 3/9/2022. (\$170,488.50).*

**Observation #19: Expenses Incurred Prior to Board of Trustees Funding Approval**

Fraud Risk: **Moderate**

Spending activity for projects may occur prior to obtaining project approval from the Board of Trustees. For example, project 2299WS1704 related to the water main replacement on Martis Peak Road, and we identified \$53,776 of engineering expenses incurred, of which \$939 was for external services, prior to the approval of the Board of Trustees on May 27, 2020. Based on our review of the IVGID purchasing policies, there is no discussion over the aggregate dollar limit that can be incurred prior to Board of Trustee approval.

## **Recommendation:**

We recommend that costs are not incurred related to any projects that have not been approved by, or are pending approval of, the Board of Trustees. In effect, the date the Board of Trustees approves a project should be the earliest date that costs related to that project can be incurred. However, if pre-project studies and evaluation expenses occur, we recommend these costs be expensed and not capitalized. Further, we recommend updating the purchasing policies accordingly.

## **Staff Status - CLOSED**

*NOTE: The Board of Trustees approved this project at the May 22, 2019, Board meeting (page 213 of the Board packet) with a budget of \$50,000. Based on the CIP Data Sheet, the \$50,000 was for Internal Planning & Design. At the Board of Trustees meeting on May 27, 2020, the Board approved the budget for construction of \$990,000 (page 84 of the Board packet).*

*The waterline design was completed in-house and was approved by the Board on 5/22/2019. Without having the backup information that Rubin Brown used to determine that \$53,776 (of which \$939 was external) was incurred prior to May 27, 2020; it is difficult to know if there is an acceptable reason for exceeding the approved \$50,000 budget and what the origins of the external expense of \$939.*

## **Observation #20: Yearly Budget Allocations by Board of Trustees May Not be Used**

Fraud Risk: **Moderate**

The Board of Trustees will approve projects based on a five-year plan with specific budget allocations for each of the five years presented. Specific budget allocations for each year may not be utilized in the year the Board of Trustees allocated it to be used in. For example, project 1213CO1703 for new laptops, PCs, peripheral equipment, and desk top printers were approved on May 27, 2020, with a five-year budget allocation as seen in Figure 10. Per review of the Innoprise system, no transactions were recorded to this capital improvement project for fiscal year 2022, which was allocated a \$100,000 budget per Figure 10 thus resulting in a surplus for the subsequent year. We did not identify the process for handling a surplus and/or a carryforward balance in subsequent years within IVGID policies.

## **Recommendation:**

We recommend the project owner utilize the approved spending for each budget year as approved by the Board of Trustees. If an allocated budgeted amount is not spent, such as in the example observed above, we recommend communicating to the Board of Trustees the surplus and the unused budget be returned to the appropriate fund and not utilized for unrelated purposes without the Board of Trustees approval. Further, we recommend obtaining approval from the Board of Trustees to utilize a carryforward balance in the improvement plan in the subsequent year.

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**Staff Status – CLOSED**

*Staff prepares a 5-year CIP plan, the Board only awards year one of the CIP plan at budget time, in accordance with NRS 354.620, no carryforward activity is allowed.*

*Any funds that are not spent are automatically returned to the fund balance and can be re-appropriated as part of the subsequent budget year.*

**Observation #21: Community Programs and Funding Not Approved by Board of Trustees**

Fraud Risk: **Moderate**

There are various instances where community programs, such as memorials, skate parks, and ballparks, for which funding by specific organizations may have occurred without approval by the Board of Trustees. For example, IVGID has 72 benches with name plaques and 4 benches without name plaques. There is no documentation readily available for the benches without name plaques. In our review of board minutes that took place during our Scope Period, we found no discussion of approvals for park benches.

**Recommendation:**

We recommend IVGID provide complete and timely disclosure of respective programs to the Board of Trustees prior to inception of the programs and receipt of funding. Once respective programs are completed, the cash flows should be reported to the Board of Trustees to show actual versus approved program results.

**Staff Status – CLOSED**

*Donations are reviewed with the Board prior to acceptance.*

*NOTE: Not all benches are memorial benches. For example, IVGID has installed benches at its Skate Park which do not have a plaque and are simply installed for the comfort and relaxation purposes of the community and public members using the amenity. Park benches are included in the budgets of the Parks Department. Policy and Procedure Resolution No. 141, Resolution 1895 that addresses Rotary Benches (aka Memorial Benches). The Board of Trustees approved the Skate Park and Ball Fields programs.*

## **Observation #22: Informal Process for Receiving Grants and Funding**

Fraud Risk: **Moderate**

We investigated five organizations that are self-identified as not-for-profits that may have participated in funding that was not approved by and/or communicated to the Board of Trustees as discussed in observation 21. These not-for-profits include Incline-Tahoe Parks and Recreation Vision Foundation Inc., the Parasol Tahoe Community Foundation Inc., Incline Community Business Association, Rotary Foundation of Incline Village, and Rotary International. We have summarized the information we found per review of the Internal Revenue Service (“IRS”) website on these organizations in Figure 11. Additionally, we believe the organization names per the IRS website cross-reference to the organization names per IVGID records as noted in Figure 11. We have reviewed the cash disbursements from IVGID to these organizations together with the cash receipts from these organizations which management could identify during the Scope Period. Further, refer to Figures 12 and 13 for details summarizing the disbursements and receipts which management was able to identify during the Scope Period. In addition to Figures 12 and 13, we have reviewed receipts and disbursements between the Duffield Foundation and IVGID. Refer to observation 25 of the report for observations to note. We inquired into the process of accounting for the receipt of grant funding, the Board of Trustees’ involvement, and the document retention for such grants. In doing so, we have identified the following:

- (1) Typically, IVGID obtains a memorandum of understanding agreement with an organization funding an IVGID community program. Per IVGID management, the memorandum of understanding with the above organizations has not been regularly reviewed and/or stipulations within the memorandum of understanding have not been upheld.
- (2) Documentation surrounding the receipt of these grants provided by the above organizations has not been thoroughly documented regarding the purpose of the grant and the IVGID personnel involved as seen within Figure 14.
- (3) Management has indicated they have a policy regarding independence; however, IVGID employees involved in the receipt of grants may have conflicts of interest with the organizations providing the grants to IVGID and vice versa.

### **Recommendation:**

We recommend IVGID continue to research the cash flows (disbursements and receipts) with the organizations noted in this observation. Cash activity should be analyzed to determine if cash funding for the community programs with these organizations has occurred in accordance with approval of the Board of Trustees. If activity with these organizations was not previously approved or communicated to the Board of Trustees, we recommend providing a comprehensive list of funding activities that have previously occurred between IVGID and these organizations to the Board of Trustees. We recommend IVGID evaluate the appropriateness of continued relationships with the organizations noted in Figure 11 to determine if the community programs and activities historically sponsored by these organizations should continue.

Additionally, we recommend ensuring all grant funding and cash receipts from organizations to IVGID have formal documentation and support including the use of the funds and individuals involved. Further, we recommend all IVGID employees review the outside employment/outside business policy in section 2 of the IVGID Employee Handbook annually and as needed to ensure employees understand their responsibility in ensuring no conflict of interests. Further, we recommend IVGID's independence policy be formalized whereas employees annually acknowledge and document their understanding of the policy which provides IVGID with protections in place against potential impropriety by its employees.

**Staff Status – CLOSED**

*Donations are reviewed with the Board prior to acceptance. No additional policy information for the five identified organizations has been provided. Staff complies with the NRS conflict of interest statutes and public filings.*

**Observation #23: Sequential Gaps within Disbursement Checks**

Fraud Risk: **Moderate**

We identified numerous instances during the Scope Period where there are gaps within the sequence of check numbers. Manual errors may cause gaps between check number sequencing. Additionally, when new employees participate in the disbursement process, employees are not consistently using the same check sequence as the preceding employee. Our review of the check gap sequencing indicates the instances are approximately 85% for 1 sequential check number missing, approximately 6% for 2 sequential check numbers missing, approximately 1% for 3 sequential check numbers missing, and approximately 8% for other variations of sequential check numbers missing. We further investigated a random sample of missing checks throughout the Scope Period. Per our review, we did not find any missing checks per the disbursement listing that were cleared in the bank statements that were paid to IVGID employees or unusual vendors.

**Recommendation:**

We recommend a disbursement process where check numbers are automatically generated by the Tyler Munis system and employees are unable to alter the generated number. In addition, we recommend a periodic review of check number sequencing and for any unused and/or voided checks to be documented with support.

**Staff Status - CLOSED**

*The Tyler Munis system is used to generate check numbers.*

## **Observation #24: Vendor & Employee Master Files - Duplicative and Overlapping Record Data**

Fraud Risk: **Moderate**

Per review of the vendor master file and employee master file, there are 435 vendors that have overlapping and duplicative vendor information with other IVGID vendors and/or with an IVGID employee. Duplicative data may include vendor name, vendor address, federal tax identification number, federal tax identification address, employee address, and/or employee name. There are 230 unique instances where these 435 vendors have some type of duplicative information. Of these instances, 6 instances involve a vendor having duplicative data with an IVGID employee. There were approximately \$9,007,964 of disbursements to vendors that have duplicative information as described above. Of the \$9,007,964 of disbursements, \$8,631 was disbursed to vendors that have duplicative information with an IVGID employee. Refer to Figure 15 for the breakout of instances and the disbursement amounts associated with each instance during our Scope Period. We sampled 15 specific instances with a selection from each duplication type from Figure 15 and observed that the sampled duplications occurred as a result of the following:

- 1) Employees used the address of their IVGID employment location instead of their residential address within the employee master file.
- 2) Vendors had different vendor profiles set up in the accounting system if the vendor invoices received by IVGID had different spellings or variations of the vendor's name. For example, vendor #4030 CivicPlus and vendor #327 NextRequest LLC are the same vendor, but they are set up in the accounting system separately because vendor invoices received by IVGID included the names of CivicPlus and New Request LLC.
- 3) Vendors had the same federal tax identification addresses and federal tax identification numbers if the vendors were set up in the accounting system as individual state departments of the same state. For example, four IVGID vendors, including CA State Disbursement Unit, CA State Board of Equalization, CA State Controller, and CA Franchise Tax Board, have the same federal tax identification address and federal tax identification number as all four vendors are associated with the State of California.
- 4) Vendors used IVGID addresses as their addresses within the vendor master file. Many of these vendors include the organizations discussed in observation 22 of the report.
- 5) Each vendor is not provided with a unique vendor number, rather multiple vendors may use the same vendor number but with a subset code. For example, we observed several IVGID employees in the Innoprise system were set up under vendor #3199 with a subset code. Employees are set up as IVGID vendors when an employee is to receive a non-taxable reimbursement from IVGID. Examples of reimbursements that IVGID considers non-taxable include, but are not limited to, travel expenses, employee clothing allowances, and medical insurance reimbursements.

Further, we observed that several vendors included within the vendor master file are inactive vendors that have not received disbursements from IVGID during the Scope Period.

### **Recommendation:**

With respect to the observations above, we recommend the following:

- (1) Include each employee's residential and mailing address within the employee master file instead of using the employee's employment location. We recommend an employee's employment location is not used as the employee's residential address within the employee master file as tax implications may vary based on employment addresses and residential addresses.
- (2) Research if the system allows multiple names under one vendor profile. If so, IVGID should consolidate vendor names that are associated with an individual vendor into one vendor profile. For example, vendor #4300 CivicPlus and vendor #327 Next Request LLC should be under one vendor number as they are associated with the same vendor. This will help ensure accuracy and completeness of payables due by IVGID to each individual vendor and assist with the assessment of aging of the payables. Further, we recommend IVGID research if the system allows multiple addresses under one vendor profile. If so, IVGID should ensure each vendor profile has the correct address of the vendor within one vendor profile.
- (3) If the system does not allow for multiple names under one vendor profile, or if vendors continue to have duplicative data, documentation should be added to the vendor master file to explain the redundancy.
- (4) Each vendor should be provided with its own unique vendor number (no subset codes should be used), vendor name, vendor address, federal tax identification number, and federal tax identification address.
- (5) Review data in the system before adding new vendors to ensure the vendor does not already exist.
- (6) Determine a reasonable amount of time (i.e. three years) where no disbursements are paid to a vendor to deem a vendor inactive, and review vendor activity on an annual basis to determine inactive vendors.

### **Staff Status – CLOSED**

*The Tyler system was implemented with only the most recent (since FY 22-23) vendor activity. Issues stated in observation were within the old Innoprise system. As part of a new vendor master setup, several checkpoints are made, such as requiring a W9 and tax ID number. The system provides for internal controls so that segregation of duties are involved and the approval of vendor master additions and updates is highly-controlled.*

## **Observation #25: Projects Relating to Private Funding or Donations**

Fraud Risk: **Moderate**

IVGID projects may be sponsored or pledged by private funding or donations, and these projects may incur expenses prior to receipt of the pledged or donated funds. For example, project 4884BD2201, relating to the expansion project for the IVGID recreation center, was to be funded through a grant from the Duffield Foundation. Prior to obtaining funds from the Duffield Foundation, IVGID incurred approximately \$1,212,034 of expenses in connection with the project. After expenses were incurred, the private donor withdrew its pledged support for the project. The Duffield Foundation reimbursed IVGID for approximately \$1,139,421 of the incurred project expenses, resulting in a funding deficit related to the project of \$72,613.

### **Recommendation:**

We recommend projects utilizing pledged funds from private donors do not incur expenses prior to obtaining the pledged funding.

### **Staff Status – CLOSED**

*A Memorandum of Understanding is issued before a contract defines these types of things and staff doesn't proceed unless the MOU is in place. Private donors often have stipulations included in the Memorandum of Understanding that contradict this recommendation that projects utilizing pledged funds from private donors not incur expenses prior to obtaining the pledged funding.*

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

## **Observation #26: North Lake Tahoe Fire Protection District Agreement with IVGID**

Fraud Risk: **Moderate**

North Lake Tahoe Fire Protection District ("NLTFPD") entered into a cooperative agreement with IVGID on June 9, 2004 ("NLTFPD Agreement"). The agreement provides terms and conditions regarding NLTFPD's wildland fuel reduction work on public property under IVGID's control.



We reviewed the NLTFPD Agreement and assessed whether IVGID followed the agreement terms and conditions during the Scope Period. Refer to Figure 16 for our observations.

**Recommendation:**

We recommend IVGID review the NLTFPD Agreement and determine if the agreement terms are applicable and appropriate. If necessary and appropriate for IVGID to continue its relationship with NLTFPD, we recommend ensuring all attributes of the agreement are met, including payment terms, Board of Trustee communications, and approval as set forth in the NLTFPD Agreement.

**Staff Status – CLOSED**

*To date, the agreement with the North Lake Tahoe Fire Protection District (NLTFPD) has worked very well. The increases in the funding for defensible space work on IVGID lands has been approved with utility rate increases. While the agreement itself does merit refreshing, it hasn't been a top priority for Staff because it has been and continues to work well between the two collaborative partners. The defensible space billing rate was just approved with the utility rates and remains at a total of \$200,000 per fiscal year.*

**Observation #27: Petty Cash**

Fraud Risk: **Moderate**

IVGID has a cash policy that discusses petty cash procedures to be followed. The cash policy provides that petty cash funds should contain a nominal balance, disbursements from petty cash should only be made for valid purposes, a summary of disbursements from petty cash should be maintained, and petty cash funds should be replenished periodically. The cash policy does not identify who has the authority to create or withdraw funds from a petty cash fund or what constitutes a valid purpose.

We were provided with documentation which showed that petty cash accounts had been counted and reconciled on June 18, 2021, and on April 21, 2023. We did not see any evidence that the petty cash accounts had been reconciled during the Scope Period aside from these two occurrences. The July 3, 2023, reconciliation included a reconciliation of four of the five petty cash accounts had reconciling differences ranging from \$10 to \$91. The lack of performing timely reconciliations is a result of the loose internal control culture within the District.

**Recommendation:**

We recommend IVGID evaluate the need for petty cash given that many IVGID employees have procurement cards which would allow for immediate purchases as necessary. If IVGID determines it necessary and appropriate to retain a petty cash fund, we recommend IVGID update its cash policy to include more robust policies over petty cash, including identification of who has the authority to create and withdraw funds from a petty cash fund and what constitutes a valid expense purpose.

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Further, we recommend IVGID perform reconciliations of all petty cash accounts no later than 30 days following month-end and that all unreconciled items be resolved timely.

**Staff Status - CLOSED**

*Staff evaluated the need for petty cash. It is still needed, and proper approvals are obtained for expenditures. It is reconciled as needed. As it is petty, there isn't a significant impact to financials.*

**Observation #28: Physical Access to Vault**

Fraud Risk: **Moderate**

The cash policy does not include policies regarding physical access to the District's vault. Per the 2022 ACFR, petty cash and change funds totaled ~\$45,905. We were provided a listing of seventy-five point-of-sale cash balances related to golf and food and beverage with a combined balance of \$30,325; each cash balance typically totaled ~\$300, ~\$500, or ~\$1,000. Of these seventy-five cash balances, twenty balances have not been reconciled after fiscal year 2022 and thus do not appear to be routinely reconciled.

**Recommendation:**

We recommend IVGID enhance its Cash Policy to include more specific and clear policies over vault access and the management of point-of-sale cash balances. Additionally, we recommend IVGID resolve the status of all outstanding golf and food and beverage cash balances and return any balances related to unused bank accounts to the vault. Further, we recommend IVGID institute a process of regularly reconciling these point-of-sale cash balances.

**Staff Status - OPEN: Completion Date – January 2025**

*Staff is reviewing the observations, recommendations and venue activities.*

**Observation #29: Project Numbers are Reused**

Fraud Risk: **Moderate**

Project numbers may be reused for multiple projects. For example, the public works project 3970BD2601, relating to Burnt Cedar swimming pool improvements, includes several pool improvements for Burnt Cedar under this project number. As a result, the documentation organized for these various projects are also organized, in general, within one project folder. Documentation may include, for example, board approval and project bid documentation. The lack of organization of the documentation makes it difficult to sort and differentiate the documentation relating to improvements for a given project number.

**Recommendation:**

We recommend creating a unique project number for each board approved project that relates to a specific task, improvement, or purchase for IVGID. For example, for each Burnt Cedar pool improvement, we recommend using a unique identifier such as 3970BD2601-1, 3970BD2601-2, and so forth. We recommend each unique identifier have a separate folder for documents relating to board approvals, bid packets, and other project documents. Further, we recommend each unique identifier be presented to the Board of Trustees for transparency into each individual task, improvement, or purchase for IVGID.

**Staff Status - OPEN: Completion Date - Spring 2025 (If Tyler Scope Approved at 10/09/24 BOT Meeting)**

*IVGID no longer uses the Innoprise system for numbering. The current coding in Tyler is "department/division-project type code-Fiscal Year/01, 02, 03....etc.) Staff is studying the Tyler CIP module functionality and maintaining unique project codes. Tyler assistance to implement and use this module is part of the requested work.*

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

Fraud Risk: **Moderate**

IVGID has CapEx policies in place to be reviewed and followed for financial reporting purposes. The CapEx Policy requires competitive bidding for goods and services, subject to dollar limitations. The Capex Policy section 1.4.1 establishes that the General Manager has overall supervision of the procurement function, but section 1.4.2 empowers department directors to conduct the bidding process for their departments. Further, the CapEx Policy indicates, in section 1.5.2.3, that for contracts with amendments the dollar thresholds apply to the aggregate of the initial contract and the amendments. The Capex Policy does not specify how actual project costs are to be tracked against the approved budget and the process for managing cost overruns.

**Recommendation:**

We recommend IVGID update its CapEx Policy to conduct procurement activity centrally as opposed to each individual department conducting procurement to promote greater consistency and compliance within the procurement process. Further, we recommend IVGID update the CapEx Policy to provide a process to be followed to ensure that actual expenditures adhere to the approved budgeted amounts. The CapEx Policy should also include an approval process for cost overruns prior to incurring the cost overruns.

**Staff Status – CLOSED**

*See responses to earlier observations relevant to Capital policy.*

### **Observation #31: Review Capital Projects for Potential Bid Splitting**

Fraud Risk: **Low**

The CapEx Policy provides procurement thresholds as follows:

- (1) \$10,000 and under – competitive solicitation not required (paragraph 2.2.3),
- (2) Between \$10,000.01 and \$50,000 – procure via solicitation of a minimum of two price quotations (paragraph 2.2.4),
- (3) Between \$50,000.01 and \$100,000 – formal solicitation involving two or more prospective sources (paragraph 2.2.5), and
- (4) \$100,000 and over – formal solicitation and additional solicitation requirements (paragraph 2.2.6).

Additionally, paragraph 4.2 of the CapEx Policy prohibits bid splitting or separating solicitations into smaller components to avoid competitive solicitation.

The IVGID personnel responsible for overseeing the District's capital asset accounting is not aware of how procurement transactions have historically been conducted and where the records associated with previous procurements are located as they are relatively new employees. Further, as individual departments conduct their own procurement transactions, it was not feasible to obtain procurement documentation to test for bid splitting.

#### **Recommendation:**

We recommend IVGID revise its CapEx Policy to conduct procurement activity centrally as opposed to each department conducting procurement separately to promote consistency and compliance within the procurement process to ensure bids are not split in order to avoid competitive bidding thresholds. Further, we recommend procurement documentation for all solicitations be retained in a central depository for accessibility.

#### **Staff Status - CLOSED**

*The Tyler Munis system is the District's central depository for all contracts/purchase orders issued. A report can be run from this system and then those enabling documents can be tied back to a Board of Trustees agenda and/or contract approval spreadsheet maintained by the designated Trustee for emergency contracts/purchase orders. The Director of Administrative Services maintains a list of recurring contracts and has included the list in the Board of Trustees' packet materials.*

### **Observation #32: Seasonal Discounts at Merchandise Stores Not Approved by Appropriate Level**

Fraud Risk: **Low**

Various employee discounts, resident discounts, and seasonal discounts are provided at the Championship Golf Course and Mountain Golf Course merchandise stores. Employee discounts and resident discounts are approved by the Board of Trustees.

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Any discount more than the employee discounts or the resident discounts, including Black Friday discounts, pre-season discounts, and end- of-season discounts, are set by the merchandise store manager and are not independently reviewed or approved by an upper level of authority. No documentation records of these approved discounts during the Scope Period are available. Refer to Figure 17 for the range of discount percentages given by IVGID employees to customers at the Championship Golf Course and Mountain Golf Course over the Scope Period.

**Recommendation:**

We recommend any discount more than the employee discounts or resident discounts be approved by an appropriate level of authority at IVGID and approval documentation be maintained. Additionally, we recommend developing a monitoring process where discounts are reviewed weekly or bi-weekly to evaluate appropriateness of discounts given and discount trends. We recommend increasing this weekly or bi-weekly review to monthly and ultimately quarterly after an ample amount of time.

**Staff Status - CLOSED**

*IVGID venue management staff has the appropriate level of authority to perform these duties.*

**Observation #33: Employee Clothing Allowances**

Fraud Risk: **Low**

The 'Memorandum of Understanding Between and for Incline Village General Improvement District and the Operating Engineers Local Union No. 3' provides that IVGID employees in certain public works divisions are eligible to receive a \$630 clothing allowance per fiscal year for uniforms, rain gear, boots, and hip boots. As of June 30, 2023, there were approximately 26-34 public works employees who were eligible to receive this clothing allowance. This clothing allowance may not be considered taxable income by IVGID and may not be reported on an employee's W2 for tax purposes. The total approximate monetary exposure that may not be reported on employee W2s relating to employee clothing allowances over the Scope Period is \$49,140 to \$64,260. Per review of procurement card transactions, expenses with a description containing 'uniforms', 'rain gear', 'boots', and 'hip boots' totaled approximately \$54,028 for the Scope Period. Of this total, approximately \$4,124 were expenses related to five employees eligible for the clothing allowance. Additionally, there were two instances where an eligible employee expensed more than \$630 for uniforms in a fiscal year. Further, as stated in observation 14, IVGID is tax exempt and IVGID purchases should not be charged for sales tax; however, approximately \$347 of the \$11,586 of sales tax charges on procurement cards during the Scope Period as discussed in observation 14 relate to clothing allowance purchases. Refer to Appendix 2 for further details over the employee clothing allowance.

## **Recommendation:**

We recommend IVGID research the Federal and State of Nevada tax regulations to assess whether or not the clothing allowance should be considered employee taxable income. Additionally, we recommend ensuring the process for employee clothing allowances is appropriate and reviewed on an annual basis to ensure the \$630 allowance is not exceeded. Further, we recommend formalizing a policy for non-union employees (i.e. employees not eligible for the \$630 clothing allowance) on the protocols for their purchasing of uniforms and other similar expenses and determine if those expenses should be considered employee taxable income.

## **Staff Status – CLOSED**

*Staff have reviewed that this allowance/reimbursement is compliant with current IRS regulations.*

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

- *Specifically required as a condition of employer; and*
- *Are not worn or adaptable to general use as ordinary clothing.*

*<https://www.irs.gov/pub/irs-pdf/p5137.pdf>*

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

## **Observation #34: Manual Financial Statement Consolidation Process**

Fraud Risk: **Low**

The financial statement consolidation process is a manual process in Excel. IVGID personnel use the trial balance to prepare the financial reports. There are numerous reclassifications between trial balance accounts and the financial reports with no documented reconciliation for reclassifications to support the appropriateness or approval of the reclassifications.

## **Recommendation:**

We recommend reducing the manual financial statement consolidation process and utilizing the Tyler Munis system to automate the reporting process to eliminate the risk of misstated information due to manual errors and/or complex formulas. Further, we recommend retaining documentation of reclassification approvals and the rationale for the reclassification to the financial statements.

## **Staff Status – CLOSED**

*Staff uses an Excel spreadsheet that is provided through a template that queries the Tyler database and is used to generate the monthly financial reports.*

**Observation #35: Disbursements Reconciliation to the General Ledger**

Fraud Risk: **Low**

There is not a clear process in place for reconciling disbursements paid to disbursements posted to the general ledger in the Tyler Munis system. We obtained the disbursement listing and the general ledger listing during the Scope Period, and we were unable to reconcile the listings by date, by invoice number, or by check number to ensure all disbursements paid were properly accounted for in the Tyler Munis system.

**Recommendation:**

We recommend performing a monthly reconciliation of disbursements paid to the disbursements posted to the general ledger to ensure the general ledger takes into consideration all disbursements paid in the appropriate period.

***Staff Status - OPEN - Completion Date - Spring 2025 (If Tyler Scope Approved at 10/09/24 BOT Meeting)***

*Staff is working on performing a monthly disbursement reconciliation and using Tyler reports to resolve any discrepancies. More time is needed to fully understand the reason behind the discrepancies. Work to be performed on the scope will include issues relevant to reconciling reports to ensure posting.*

**Observation #36: Consolidated List of Executed Contracts is not Readily Available**

Fraud Risk: **Low**

No centralized database or document is maintained to track executed contracts with past and current vendors. Contracts are segregated and tracked by individual IVGID employees and there is no readily available consolidated list of IVGID executed contracts.

**Recommendation:**

We recommend a centralized depository where past and current executed contracts are readily available, including public works projects, service projects, and capital improvement projects.

Additionally, we recommend maintaining a master list of contracts containing information such as Board of Trustees' approval date(s), approved budget amounts, project dates, dollars expensed and capitalized to date, and other significant project details. The master file should be continuously updated by IVGID staff, periodically reviewed by the General Manager, and presented to the Board of Trustees at least annually.

**Staff Status - OPEN: Completion Date – TBD**

*Staff is evaluating the practicality of a centralized approach, development of new policies and procedures, and recruitment of personnel to perform centralized functions. Actual implementation dependent upon the qualifications of candidates.*

**Observation #37: Prevailing Wages Evidence for Contracts not Retained**

Fraud Risk: **Low**

The purchasing policies provide that the payment of prevailing wages, in the manner specified in the NRS 338, is required for all public works construction contracts that exceed \$100,000. NRS 338 includes that one of the requirements is for the prevailing wage to be posted on the site of the public work in a place generally visible to the workers. No evidence of prevailing wages posted at job sites is retained. As such, we were unable to verify compliance with the prevailing wages portion of the purchasing policies.

**Recommendation:**

We recommend retaining documentation regarding the prevailing wages posted at job sites and evidence of this communication to the workers to ensure compliance with IVGID’s purchasing policies and the NRS’s purchasing policies.

**Staff Status - CLOSED**

*The construction contracts that require prevailing wage and/or Davis Bacon wages be used are reviewed by District Counsel or specialized outside Counsel. The burden of proof for providing evidence of wage postings and/or evidence of communication to workers lies with the Contractor per the contract. IVGID also requires the Contractor to provide weekly payroll reports be submitted by utilizing the LCP Tracker software. IVGID is responsible for reviewing and confirming that the Contractor is complying with reporting the wages accurately and on time. LCP Tracker interfaces with the Nevada Department of Labor and IVGID has not received any notice from the Nevada Department of Labor that the District is not in compliance with their regulations.*

**Observation #38: Frequency of Cash Collections**

Fraud Risk: **Low**

During the on-site observation of the District’s cash handling procedures, cash is picked up daily from IVGID facilities by IVGID staff and picked up weekly by a third-party service to be delivered and deposited to the bank.

**Recommendation:**

We recommend increasing the frequency of cash pick-ups by the third-party service from weekly to daily pick-ups.



**Staff Status - CLOSED**

*Staff evaluated the benefits vs the cost of more frequent cash pick-ups and has determined once a week is sufficient at this time. Staff is evaluating a cashless policy.*

**Observation #39: Security of Cash During Cash Collections**

Fraud Risk: **Low**

During the on-site observation of cash handling procedures performed by IVGID staff, cash collected from the first pick-up location of the walkthrough was maintained in an employee's pocket until the second pick-up location where the cash was then placed into a secured cash bag.

**Recommendation:**

We recommend the secure cash bags be held at the first cash pick-up location for cash to be properly secured throughout the cash pick-up process.

**Staff Status - CLOSED**

*Staff has not identified that additional control of cash collections is needed. Staff is evaluating a cashless policy.*

**Observation #40: Lack of Internal Controls and Oversight at IVGID Golf Courses**

Fraud Risk: **Low**

We identified various instances during the Scope Period where green fees were reduced to \$0 as an individual was provided a complimentary round of golf. Complimentary rounds of golf are available for specific circumstances including, but not limited to, prospective vendors or inconveniences on the golf course such as broken golf carts. Most complimentary golf rounds that reduce green fees to \$0 do not have documentation on the rationale and/or individual who approved the complimentary round of golf. As discussed in observation 16, IVGID does not keep records of food and beverage inventory, including alcohol, in the Tyler Munis system and thus food and beverage inventory at the golf courses is not monitored. Further, as discussed in observations 10 and 11, green fee pricing and play passes are not being utilized appropriately. The lack of proper internal controls at the golf courses and other IVGID parks and recreational facilities is a result of the loose internal control culture within the District.

**Recommendation:**

We recommend IVGID staff provide the rationale and disclose the approver for each complimentary round of golf in connection with completing the transaction in the POS system. Additionally, we recommend monitoring and reviewing complimentary golf rounds and transactions where green fees are reduced to \$0 to ensure appropriateness on a recurring basis. We recommend implementing this oversight at all parks and recreational facilities, including ski slopes and pickleball courts. Additionally, as noted in observation 16, we recommend each inventory location have its own general ledger account and for all inventory to be entered into the Tyler Munis system in a timely manner. We recommend performing inventory reconciliations no later than 30 days following month-end. Inventory reconciliations should include supporting documentation for all reconciling items. Further, as noted in observation 16, we recommend physical inventory observations be performed at least annually for all locations at IVGID, inclusive of food and beverage locations at all parks and recreational facilities.

**Staff Status – CLOSED**

*See status in earlier observations relevant to venue management authorities and inventories.*

**Observation #41: Customer Credit Card Processing Errors**

Fraud Risk: **Low**

Based upon representations provided to us during interviews performed, there are credit card transaction receipt errors that occur at the Grill at the Chateau. We understand from management that one transaction receipt error that may occur is when a bill is split between multiple credit cards the receipt will only show one credit card was utilized, although both credit cards are equally charged half of the bill. The risk is that the credit card system is not correctly processing customer payments which may result in undercharging or overcharging customers.

**Recommendation:**

We recommend IVGID staff to provide separate bills for customers who are utilizing multiple forms of payment to reduce the risk of inaccurate and inappropriate charges.

**Staff Status – CLOSED**

*The issue was resolved through a POS System patch performed by the vendor and IT Department.*

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Karen Crocker, Interim District General Manager / Director of Parks and Recreation

**FROM:** Susan Griffith, Interim Director of Finance

**SUBJECT:** Report: Community Service Administrative Fund, what makes up this Account and what Rolls into it. (Requesting Staff Member: Interim Director of Finance Susan Griffith)

**DATE:** October 9, 2024

---

**I. RECOMMENDATION**

None

**II. BACKGROUND**

This memo provides all of the detail relevant to the Revenue and Expense accounts listed for the Community Services Administration Fund. Both the account code listing and positions with wages allocated to this fund are provided below. The full-time equivalent of personnel is 2.89.

Account Codes:

**General Ledger Account Codes – Fund 360 Trial Balance Report:**

300-360-49-990-00-00-4417-	Service & User Fees
300-360-49-990-00-00-4490-	Facility Fees
300-360-49-990-00-00-4710-	Investment Earnings
300-360-49-990-00-00-5010-	Salary
300-360-49-990-00-00-5012-	Hourly
300-360-49-990-00-00-5013-	Other Earnings
300-360-49-990-00-00-5014-	Overtime
300-360-49-990-00-00-5020-	Other Earnings
300-360-49-990-00-00-5030-	Leave
300-360-49-990-00-00-5050-	Taxes
300-360-49-990-00-00-5100-	Retirement Fringe Ben
300-360-49-990-00-00-5200-	Medical Fringe Ben
300-360-49-990-00-00-5250-	Dental Fringe Ben
300-360-49-990-00-00-5300-	Vision Fringe Ben
300-360-49-990-00-00-5400-	Life Ins Fringe Ben
300-360-49-990-00-00-5500-	Disability Fringe Ben
300-360-49-990-00-00-5600-	Unemployment Fringe Ben
300-360-49-990-00-00-5700-	Work Comp Fringe Ben
300-360-49-990-00-00-7010-	Advertising - Paid
300-360-49-990-00-00-7310-	Computer License & Fees
300-360-49-990-00-00-7330-	Contractual Services
300-360-49-990-00-00-7350-	Employee Recruit & Retain
300-360-49-990-00-00-7415-	Operating
300-360-49-990-00-00-7455-	Over & (Short)
300-360-49-990-00-00-7470-	Printing & Publishing
300-360-49-990-00-00-7560-	Defensible Space Costs
300-360-49-990-00-00-7680-	Training & Education
300-360-49-990-00-00-7840-	Telephone
300-360-49-990-00-00-7980-	Central Services Allocation Cs

**Distribution of Positions - Budgeted Allocations for  
FY2024-2025:**

<b>Description</b>	<b>Fund 360: Rec Other</b>
ASST. REVENUE OFFICE	0.17
REVENUE SAFE CLERK	0.17
REVENUE OFFICE TECHNICIAN	0.17
PARKS & RECREATION CE	0.10
RECREATION SUPERVISOR	0.20
SR. PARKS & RECREATION CLERK	0.41
PARKS & RECREATION CLERK	0.43
ASSISTANT PARKS & REC CLERK	0.43
ASSISTANT PARKS & REC	0.10
PARKS & RECREATION CLERK	0.41
DIRECTOR OF PARKS AND RECREATION	0.20
REC SUPV-OPS & COMNTY	0.10
<b>FTE Equivalent</b>	<b>2.89</b>

**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Karen M. Crocker  
Interim District General Manager

**SUBJECT:** Food and Beverage Report on Sales of Food at the Incline Beach and Burnt Cedar Beach for the Period of May 2024 through and including August 30, 2024.

**DATE:** October 9, 2024

---

**I. RECOMMENDATION**

That the Board of Trustees, receive and file.

**II. BACKGROUND**

The Incline Village General Improvement District (IVGID) operates two (2) separate food and non-alcoholic beverage snack bars at Incline and Burnt Cedar Beaches. The report identifies the type and number of items sold along with revenue and expenses from opening day in May 2024 through August 2024. Attached is a spread sheet that identifies number of items sold and the revenues of each item sold.

In summary, the net revenue from Incline Beach Snack Bar was \$48,971.80. The net revenue from Burnt Cedar Beach was \$54,099.10. Below is the break down:

Incline Beach:

RTP Revenue: \$170,948.20  
Expenses: \$121,976.40 - Includes cost of goods and salaries.  
Net Revenue: \$ 48,971.80

Burnt Cedar Beach:

RTP Revenue: \$185,959.10  
Expenses: \$131,860.00 - Includes cost of goods and salaries.  
Net Revenue: \$54,099.10

The highest sellers were the chicken tenders, Avocado Chicken Sandwich, Cheeseburgers, Hotdogs, French fries and Ice cream bars.

### **III. FINANCIAL IMPACT AND BUDGET**

The two (2) snack bars are showing net revenues.

### **IV. BUSINESS IMPACT**

None

### **VII. ATTACHMENT**

Food and Beverage Breakdowns

**Incline Beach**

Chicken Tenders	3,680	\$51,520.00	\$1,300.60	\$0.00	\$50,219.40
Avocado Chicken Sandwich	1,176	\$21,168.00	\$531.00	\$0.00	\$20,637.00
Hot Dog	1,509	\$18,108.00	\$237.60	\$0.00	\$17,870.40
Cheeseburger	933	\$17,727.00	\$609.90	\$0.00	\$17,117.10
French Fries	1,774	\$14,184.00	\$205.60	\$0.00	\$13,978.40
Tip/Gratuity	3,726	\$0.00	\$0.00	\$0.00	\$0.00
ICE CREAM BAR	1,871	\$7,484.00	\$80.00	\$0.00	\$7,404.00
Sandwiches	542	\$6,492.00	\$147.60	\$0.00	\$6,344.40
Kids Meal	452	\$5,863.00	\$70.20	\$0.00	\$5,792.80
Bottled Soda	1,361	\$5,432.00	\$225.60	\$0.00	\$5,206.40
Burger	274	\$4,932.00	\$156.60	\$0.00	\$4,775.40
Bacon Cheeseburger	223	\$4,683.00	\$207.90	\$0.00	\$4,475.10
Powerade	520	\$2,600.00	\$135.00	\$0.00	\$2,465.00
Water	574	\$2,296.00	\$51.60	\$0.00	\$2,244.40
Summer Greens Salad	191	\$2,292.00	\$74.40	\$0.00	\$2,217.60
Chefs Salad	143	\$1,716.00	\$34.80	\$0.00	\$1,681.20
Candy	315	\$1,260.00	\$15.60	\$0.00	\$1,244.40
Bacon Burger	58	\$1,160.00	\$50.00	\$0.00	\$1,110.00
Kettle Chips	348	\$1,044.00	\$12.30	\$0.00	\$1,031.70
Capri Sun	331	\$993.00	\$7.80	\$0.00	\$985.20
ADD CHICKEN	97	\$776.00	\$21.60	\$0.00	\$754.40
Double Cheeseburger	30	\$750.00	\$15.00	\$0.00	\$735.00
Yerba	106	\$636.00	\$109.80	\$0.00	\$526.20
Zoa	72	\$432.00	\$50.40	\$0.00	\$381.60
Double Bacon Cheeseburger	14	\$378.00	\$0.00	\$0.00	\$378.00
Veggie Burger	19	\$285.00	\$4.50	\$0.00	\$280.50
Double Bacon Burger	10	\$260.00	\$0.00	\$0.00	\$260.00
Double Burger	10	\$240.00	\$2.40	\$0.00	\$237.60
Beef Jerky	47	\$235.00	\$10.00	\$0.00	\$225.00
Tahoe Trail Bar	33	\$165.00	\$7.50	\$0.00	\$157.50
Planters Nuts	44	\$132.00	\$16.50	\$0.00	\$115.50
\$12 Lunch Special (Beaches)	6	\$72.00	\$24.00	\$0.00	\$48.00
Coffee	15	\$45.00	\$0.00	\$0.00	\$45.00
Whole Fruit	2	\$4.00	\$0.00	\$0.00	\$4.00

**TOTAL \$170,948.20**

**RTP Combined Beach Revenue \$356,907.30**

**Tyler Adjusted Combined Beach Revenue \$368,332.60** \*Includes parcel allowance

**Burnt Cedar Beach**

Chicken Tenders	3,630	\$50,820.00	\$1,208.20	\$0.00	\$49,611.80
Avocado Chicken Sandwich	1,148	\$20,664.00	\$279.00	\$0.00	\$20,385.00
Cheeseburger	959	\$18,202.00	\$399.00	\$0.00	\$17,803.00
Hot Dog	1,402	\$16,812.00	\$216.00	\$0.00	\$16,596.00
Tip/Gratuity	3,334	\$0.00	\$0.00	\$0.00	\$0.00
French Fries	1,434	\$11,464.00	\$235.20	\$0.00	\$11,228.80
Kids Meal	878	\$11,401.00	\$106.60	\$0.00	\$11,294.40
ICE CREAM BAR	2,229	\$8,916.00	\$142.80	\$0.00	\$8,773.20
Sandwiches	715	\$8,580.00	\$99.60	\$0.00	\$8,480.40
Bottled Soda	2,127	\$8,500.00	\$139.20	\$0.00	\$8,360.80
Burger	382	\$6,786.00	\$253.80	\$0.00	\$6,532.20
Summer Greens Salad	362	\$4,344.00	\$120.00	\$0.00	\$4,224.00
Bacon Cheeseburger	201	\$4,221.00	\$75.60	\$0.00	\$4,145.40
Chefs Salad	229	\$2,748.00	\$15.60	\$0.00	\$2,732.40
Water	675	\$2,700.00	\$34.80	\$0.00	\$2,665.20
Powerade	518	\$2,590.00	\$68.00	\$0.00	\$2,522.00
Candy	472	\$1,884.00	\$44.40	\$0.00	\$1,839.60
Kettle Chips	409	\$1,227.00	\$14.10	\$0.00	\$1,212.90
ADD CHICKEN	136	\$1,088.00	\$14.40	\$0.00	\$1,073.60
Bacon Burger	55	\$1,080.00	\$12.00	\$0.00	\$1,068.00
Capri Sun	336	\$1,008.00	\$15.90	\$0.00	\$992.10
Yerba	125	\$750.00	\$54.60	\$0.00	\$695.40
Double Cheeseburger	24	\$600.00	\$42.50	\$0.00	\$557.50
Zoa	64	\$384.00	\$35.40	\$0.00	\$348.60
All Sunscreen	20	\$360.00	\$0.00	\$0.00	\$360.00
All Face Stick	27	\$351.00	\$0.00	\$0.00	\$351.00
Double Bacon Cheeseburger	12	\$324.00	\$5.40	\$0.00	\$318.60
\$15 Lunch Special (Beaches)	16	\$240.00	\$0.00	\$0.00	\$240.00
Double Burger	9	\$216.00	\$0.00	\$0.00	\$216.00
Beef Jerky	39	\$195.00	\$7.50	\$0.00	\$187.50
Sunglasses	4	\$180.00	\$0.00	\$0.00	\$180.00
\$16 Lunch Special (Beaches)	10	\$160.00	\$19.20	\$0.00	\$140.80
Tahoe Trail Bar	31	\$155.00	\$5.00	\$0.00	\$150.00
Puddle Jumpers	4	\$120.00	\$0.00	\$0.00	\$120.00
Towels	4	\$120.00	\$0.00	\$0.00	\$120.00
Football	6	\$108.00	\$1.80	\$0.00	\$106.20
Soccer Ball	3	\$90.00	\$0.00	\$0.00	\$90.00
Double Bacon Burger	3	\$78.00	\$2.60	\$0.00	\$75.40
Planters Nuts	23	\$69.00	\$0.30	\$0.00	\$68.70
Coffee	12	\$36.00	\$0.00	\$0.00	\$36.00
\$12 Lunch Special (Beaches)	2	\$24.00	\$2.40	\$0.00	\$21.60
Whole Fruit	10	\$20.00	\$0.00	\$0.00	\$20.00
Veggie Burger	1	\$15.00	\$0.00	\$0.00	\$15.00

**TOTAL \$185,959.10**



**3853 Incline Beach**

7000/5000	FY24	FY25
7200	302.05	
7415	1,594.83	3504.49
7530	86.46	
7550	2969	1646.71
7920	11205.57	44367.78
5012	8540.76	40000.54
5020		302.56
5050	568.39	2521.89
5600	113.69	504.36
5700	643.98	3094.36
Total	26024.73	95942.69

Total 2024 Summer 121967.4

30-Jun FoodInv AY Corr Inv  
Inventory Journal Entry -12417.88 -8118.49

Combined Beach Revenue	\$0.00
Combined Beach Cost	253827.43
Combined Beach Net	(\$253,827.43)

**3853 Burnt Cedar**

7000/5000	FY24	FY25
7200	241.48	
7350	14.37	
7415	3463.14	2716.7
7450		454
7510	328.19	
7530	343.73	
7550	6678.5	1340.47
7605	144	
7810	1335.61	
7815	4844.68	1213.99
7920	12319.97	42193.19
5012	9922.13	37019.48
5020		297.94
5050	680.95	2174.54
5600	136.19	434.9
5700	748.11	2813.75
Total	41201.05	90658.96

Total 2024 Summer 131860

\*includes from Jan 1st  
Inventory Journal Entry 30-Jun FoodInv AY Corr Inv  
-18,626.82 -12177.7

**Tyler Beach Revenue**

3853

	FY24	FY25
4240	75.2	486.5
4420	37353	147895
		185248
		185809.7

3953

	FY24	FY25
4240	134.6	676.3
4420	41067	140645
		181712
		182522.9

Combined Tyler Revenue 368332.6

1  
2 INCLINE VILLAGE  
3 GENERAL IMPROVEMENT DISTRICT  
4 BOARD OF TRUSTEES  
5  
6  
7  
8  
9 TRANSCRIPT OF HEARING  
10 SPECIAL MEETING  
11 PUBLIC MEETING  
12 Live and Via Zoom  
13  
14 Held at the Boardroom  
15 893 Southwood Boulevard  
16 Incline Village, Nevada  
17  
18 Tuesday, August 20, 2024  
19  
20  
21  
22  
23  
24 Reported by: Brandi Ann Vianney Smith  
25 Job Number: IVGID 51

1 APPEARANCES  
2  
3 **BOARD MEMBERS PRESENT**  
4 SARA SCHMITZ, CHAIR  
5 MATTHEW DENT, VICE CHAIR (via Zoom)  
6 MICHAELA TONKING, SECRETARY (via Zoom)  
7 RAY TULLOCH, TREASURER  
8 DAVE NOBLE, MEMBER  
9  
10  
11 **ALSO PRESENT**  
12 SERGIO RUDIN, LEGAL COUNSEL  
13 HEIDI WHITE, DISTRICT CLERK  
14  
15 -o0o-  
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1 INDEX  
2 PAGE  
3 A. PLEDGE OF ALLEGIANCE 4  
4 B. ROLL CALL OF TRUSTEES 4  
5 C. INITIAL PUBLIC COMMENTS 5  
6 D. APPROVAL OF AGENDA 23  
7 E. GENERAL BUSINESS  
8 E 1. RFP for Management Services 23  
9 E 2. Employment Separation Agreement with Bobby Magee 49  
10 E 3. Interim General Manager Options 54  
11 F. BOARD OF TRUSTEES UPDATE 58  
12 G. FINAL PUBLIC COMMENT 63  
13 H. ADJOURNMENT 73  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
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1 Incline Village, Nevada - 8/20/2024 - 6:00 P.M.  
2 -o0o-  
3  
4  
5 CHAIR SCHMITZ: Good evening. It's 6:00  
6 p.m. on August 20th, here in Incline Village at 893  
7 Southwood Boulevard. Calling to order the Board of  
8 Trustees meeting. Let's begin with the Pledge of  
9 Allegiance.  
10 A.  
11 (Pledge of Allegiance.)  
12 B. ROLL CALL OF TRUSTEES  
13 CHAIR SCHMITZ: We will then move on to  
14 roll call of trustees.  
15 Trustee Noble?  
16 TRUSTEE NOBLE: Here.  
17 CHAIR SCHMITZ: Trustee Tulloch?  
18 TRUSTEE TULLOCH: Here.  
19 CHAIR SCHMITZ: Trustee Dent?  
20 TRUSTEE DENT: Here.  
21 CHAIR SCHMITZ: Trustee Tonking?  
22 TRUSTEE TONKING: Here.  
23 CHAIR SCHMITZ: And myself, Sara Schmitz.  
24 We're here all here. Moving on to initial public  
25 comments.

5

1 C. INITIAL PUBLIC COMMENTS

2 MR. MEYER: Gordon Meyer, 875 Overpeak

3 Road, here in Incline Village.

4 Question for the trustees: When did the

5 fir idea come up to go ahead and outsource

6 management for this town?

7 I don't know that. I haven't had time to

8 attend a lot of meetings, but I would like to know

9 the reason why. I'd like to know what the increased

10 costs will be for the residents of Incline,

11 recreation fee-wise, will those stay the same, will

12 they drop? My suspicion is that they will increase

13 because this is being outsourced.

14 And I'd like to know what the supposedly

15 cost savings are supposedly going to be. That's the

16 biggest thing I'm concerned about.

17 And I would suggest that Sara and Matthew

18 recuse themselves since they will no longer be on

19 and the Board as of this coming election. That, I

20 think, is a fair thing.

21 Thank you.

22 MR. AKFAR: Thank you, all.

23 Two weeks ago, the trustees discussed

24 outsourcing management of our community amenities.

25 Since then, I reflected deeply on this and want to

6

1 share with you some personal experiences, because I

2 think they are directly relevant to this discussion.

3 For 20 years leading up to my retirement,

4 I managed a very large investment services

5 outsourcing. We grew to 4,000 employees and a

6 billion in annual revenue. I'm intimately familiar

7 with the outsourcing sales pitch because I've

8 successfully convinced, personally, many clients to

9 choose to outsource.

10 But I want to caution you that there's a

11 practicable aspect of outsourcing that is not

12 advertised. You have to live it to know it. And

13 here's the secret: Once you outsource, it's

14 practically difficult and almost impossible to ever

15 go back. You, effectively, become captive to your

16 outsourcer.

17 The reason is very simple. Once a third

18 party takes control of managing key functions, you

19 will begin to lose staff, and with it, the core

20 operations and day-to-day management competencies

21 that we now enjoy. I'm highly confident we'd see

22 increased attrition with outsourcing. And I imagine

23 that the situation we then find ourselves in would

24 be very difficult.

25 I've believed we've had difficulty hiring

7

1 a general manager with a very attractive salary.

2 Imagine losing staff, rank-and-file kind of staff,

3 during the transition and then trying to hire

4 placements for those people.

5 The outsourcing firm will be happy to pay

6 whatever the salaries is needed to replace them

7 because these are generally cost-plus contracts. We

8 will still need to attract, hire, and retain key

9 people, even if they are employed by the outsourcer,

10 so the risk is really still ours.

11 Now, a good management company will

12 happily recommend offsetting measures to bring in

13 revenue and increase top line, they're very good at

14 this, and their proposals on the surface will sound

15 very good to you. I know, I used to do it. But do

16 we really want to convert our beach and our

17 recreational facilities from being community

18 resources into tourism products of a management

19 company? I sure hope not.

20 And even if some of the Board of Trustees

21 think this is a good idea, this really should not be

22 your decision. A decision this big, with the risks

23 to our property values and our community enjoyment,

24 is worthy of full community participation.

25 The emphatic point that I want to make

8

1 today is that the Board should not think that hiring

2 an outsourcing company is a streamlined way or a

3 modern recruitment means to an end to hiring key

4 staff. It's not. My direct experience with

5 outsourcing is it's a one-way street. Much of it is

6 very good, but once you've handed over controls to a

7 third party, you will likely never be able to get

8 them back for the reasons that I cited.

9 I ask that you focus on hiring an interim

10 general manager and take my words of caution

11 seriously into consideration. And if you want to

12 ask any other questions, I would be happy to meet

13 with you offline because I know a lot about this

14 topic.

15 Thank you.

16 MR. HOMAN: Mick Homan. Incline resident

17 and candidate for trustee.

18 I watched the Audit Committee meeting

19 earlier today, and, frankly, it was a bit of an

20 embarrassment. Not to staff, but to the Board

21 leadership that's put us in this situation.

22 The Audit Committee members were

23 rightfully alarmed at the gaps in information and

24 knowledge on both the engagement letter and the

25 RubinBrown report. But this shouldn't have been a

9

1 surprise to any of them.

2           The Audit Committee meeting was held

3 without a single member of finance and accounting

4 organization in attendance. I've got 40 years of

5 audit and audit committee experience, and this is

6 unfathomable. I found it comical that committee

7 members were asking each other questions that only

8 management would be in a position to answer.

9           So why are we in this situation? Because

10 the Board majority took their financial fix-it guy,

11 Mr. Magee, and moved him into a GM role, a role he's

12 obviously not qualified for, and at the same time,

13 you made the brilliant decision to not backfill the

14 finance manager role for at least the first six

15 months of the fiscal year. Now we find out the

16 position isn't budgeted for the entire year. And

17 this is against the backdrop of your constant

18 criticism about the sad state of our financial

19 reporting, and then you're confused and troubled

20 when you don't have answers to basic questions.

21           You did this to yourselves. And when I

22 say "you," I mean the Board majority that let the

23 finance and accounting organization (inaudible) this

24 without a leader, while at the same time moving the

25 finance manager to the general manager role, which,

10

1 again, he's not qualified to perform.

2           Anyone with any amount of leadership and

3 real-world experience could and should have seen

4 this coming, but you didn't. This on you and you

5 need to own it. I've tried to remain balanced and

6 constructive in past public comments, but this board

7 leadership continues to demonstrate a complete lack

8 of competence to do its job.

9           A common question around election time is

10 whether we're better off now than we were two years

11 ago when this leadership took control. And I think

12 the answer is clearly no. As far as I can tell, you

13 haven't solved or fixed any of our past issues. You

14 continue to look backwards to place blame.

15           Over that time frame, our financial

16 condition has deteriorated precipitously, we've

17 experienced an incredible level of staff turnover

18 and loss of institutional knowledge, and you proved

19 yourself incapable of performing your most important

20 role, to hire and develop a qualified general

21 manager.

22           And now it looks like our chair is leaving

23 town and the vice chair is close behind. At a

24 minimum, you're both leaving the Board. Given your

25 performance, the best thing you can do is step

11

1 aside, stop making one bad decision after another,

2 stop micromanaging and continuing to damage staff

3 morale. Please don't make any significant decisions

4 that will have mid- to long-term impacts to the

5 District. Just step out of way and let the new

6 board, whoever that may be, clean up your mess.

7 That board will at least be comprised of residents

8 that live here and will be steered by the long-term,

9 best interest of the community.

10           Thank you.

11           MR. KATZ: Good evening. Aaron Katz,

12 Incline Village. I have three written statements

13 here to attach to the minutes of the meeting. Thank

14 you.

15           Well, I kind of agree with what Mick just

16 told you because it fits into my narrative, which is

17 this is the most dysfunctional I've seen this

18 district in my 17-plus years here, and I've seen a

19 lot. No GM, no finance director, no golf GM. I've

20 heard no Rec Center superintendent. No food and

21 beverage director. A controller you've thrust into

22 a role she doesn't want to undertake. A Public

23 Works director who, in my opinion, is not fit for

24 the job. And two lame duck trustees. And then two

25 candidates for trustee who think they can actually

12

1 fix this shipwreck, who are ill equipped, in my

2 opinion, and delusional. But they're going to find

3 out real quickly.

4           Other than that, what a wonderful place to

5 run a business, wouldn't you say?

6           So, on your calendar, first you have an

7 RFP. What a joke. This was written by Trustee

8 Noble who wanted to take charge and show his

9 expertise. And this shows to me he shouldn't even

10 be on the Board. What does he want, a consultant to

11 tell you what is wrong here and what we need to do

12 to fix this place? Don't you already know what's

13 wrong? Don't you already know what you need to do?

14 What is a management firm going to add to that? So

15 I say good luck.

16           Then we have a separation agreement with

17 our GM of only a couple of months. We're going to

18 pay him \$24,000 to promise to only say good things

19 about IVGID and the trustees and our employees. And

20 I say: Are you guys crazy?

21           If you're going to hand out money like

22 that, I say to all of your critics, including me,

23 we'd like 24,000 a pop too, and then I promise I

24 will say good things about IVGID and the employees

25 and the trustees.

13

1 Good luck.

2 MS. JEZYCKI: Michelle Jezyski, Incline

3 resident and IVGID trustee candidate.

4 I wish I had \$25,000 for you, Aaron.

5 While the work on the RFP that the Board

6 requested be drafted is appreciated, it is also

7 unnecessary. Outsourcing the management of our

8 village to a third-party management firm is not only

9 duplicative, it's fiscally irresponsible. We are

10 not L.A. County. We have Incline Village, Crystal

11 Bay. We always managed with a GM at the helm. Let

12 us not complicate matters and waste further funds by

13 adding an additional layer.

14 I do have faith that with casting the net

15 in the necessary portals, with targeted and

16 intelligently placed postings for the GM role, we

17 will, indeed, find a qualified GM that can help us

18 get back on the rails.

19 Selecting of an internal GM is crucial.

20 Let's get that done in a responsible manner and not

21 rush the road to filling the position full time.

22 This is one position, let's take the necessary time

23 to fill it correctly, as we've seen what happens

24 otherwise.

25 Thank you and wish you a responsible and

14

1 productive meeting.

2 MR. ROSS: Good evening and thank you.

3 I have to admit, I'm a little dismayed by

4 your timeline for selecting a business management

5 firm. It seems overly aggressive to me, and it just

6 bothers me that somehow that it just ends up

7 ten days before the November election.

8 I have not heard anything about the

9 consequences of a management company to things like

10 our ski resort, which has a substantial income if

11 it's on the plus side. We're going to turn

12 that million dollars a year over to a management

13 company just let them put that in their pocket?

14 That doesn't seem reasonable to at all to me.

15 I just know that if they come in, the

16 first thing they're going to do is raise the fees

17 for skiing. They're going to raise it to all the

18 members of our community. They're going to double

19 them, and instead of 1 million, they're going to put

20 2 million their pocket. They're going to cut

21 services on anything that they think doesn't make

22 them money, and it's going to be to the disadvantage

23 of all the members of our community.

24 So I'm a little chagrined not only in the

25 timeline, which I think is hard for an RFP, I don't

15

1 think it allows you or anyone else to have an

2 appropriate amount of time to look into the pluses

3 and minuses of this potential change, and I'm

4 chagrined that it just seems the timing seems just

5 off, just before the November election. I hope that

6 if you want to consider this, that you select an

7 interim general manager, consider getting the RFP,

8 but do it in a time frame that make sense for what

9 happens in the rest of the business world in terms

10 of looking at an RFP. It just seems overly

11 aggressive.

12 Thank you.

13 MS. HUSSONG-JOHNSON: Good evening,

14 Trustees. Sarah Hussong-Johnson, 785 Mays

15 Boulevard, property owner and resident of Incline

16 Village.

17 I wanted to comment today on item E 2,

18 which is the possible employment separation

19 agreement with General Manager Bobby Magee. In

20 considering this item and reading the agenda, I

21 considered where we've been in the past year.

22 In June of 2023, the District entered into

23 a separation agreement with then-general manager

24 Indra Winquest in amount of \$270,000. There was no

25 cause identified in that agreement, and the District

16

1 paid our former general manager \$270,000, at a cost

2 to IVGID ratepayers, for no service. In November of

3 2023, the Board of Trustees -- or I should say the

4 District, placed the Director of Administrative

5 Services on administrative leave. She was on leave

6 from November of 2023 through February of 2004, at

7 which point she was reinstated in her position, with

8 no cause identified. I don't know what the cost of

9 that is to IVGID ratepayers, but I would assume,

10 based on a director salary, probably on the order of

11 \$40- to \$50,000.

12 Today, you're contemplating a separation

13 agreement with General Manager Magee, who has

14 already indicated that he plans to separate from the

15 District or resign effective October 4th. The item

16 before the trustees today is a separation agreement

17 for August 21st at a cost of \$24,000.

18 I would just like to contemplate the net

19 cost of those agreements and actions to District

20 ratepayers. Over the past year, we've paid

21 approximately \$340,000 for IVGID staff not to work

22 at a cost to the IVGID ratepayers. I think that is

23 somewhat embarrassing for our district, and I would

24 ask today that do not approve the separation

25 agreement, that we pay Mr. Magee to finish his

17

1 employment term, and that from this point forward,  
 2 Trustee Schmitz and Trustee Dent remove themselves  
 3 from any further efforts towards recruitment or  
 4 hiring or appointment of an interim GM. I would ask  
 5 that we stop this financial bleeding now.  
 6 Thank you.  
 7 CHAIR SCHMITZ: Before we go to live  
 8 stream, we have another public comment here in the  
 9 room. Then we will move to live stream.  
 10 MR. WRIGHT: Frank Wright, candidate for  
 11 the board.  
 12 The \$25,000 we're paying Mr. Magee, if the  
 13 Board approves it, is hush money. I can't believe  
 14 we'd pay anybody \$25-, \$24,000 to keep quiet. We  
 15 need to know what's going on here.  
 16 I'm going to make a suggestion: We don't  
 17 give Mr. Magee anything, but we do offer him  
 18 immunity from prosecution so he can come and talk to  
 19 us and tell us everything he's learned about this  
 20 district while he's been here, share the information  
 21 of all the things the previous lady was just talking  
 22 about. I'd like to know too.  
 23 We have employees here that have done some  
 24 pretty bad things. They walked on their own,  
 25 they've been quietly released. And people that

18

1 scream the loudest in the District about our  
 2 wonderful employees, where are they? They're all  
 3 gone. They're running scared because they have done  
 4 things that aren't legal, ethical, or right.  
 5 Don't for a minute believe that we've lost  
 6 any valuable employees. There's still a couple of  
 7 employees here that need to go. When are they going  
 8 to go? I don't know. But someone who comes up with  
 9 a memorandum, dissertation, documentation on the  
 10 audit and passes it around on social media should  
 11 have been released immediately. Still here. And  
 12 while she's still here, doing all kinds of damage to  
 13 our district.  
 14 I suggest we hire an interim general  
 15 manager. We have plenty of qualified people in this  
 16 community, me being one of them. I have a master's  
 17 degree in administration. I've run businesses.  
 18 I've written books. I meet all of the  
 19 qualifications of some of the previous candidates.  
 20 I'd do it for free just to get us through this mess.  
 21 And I'm saying we are in a mess.  
 22 We're spending more money than we are  
 23 taking in. Eventually, just like a Ponzi scheme,  
 24 it's all going to fail. We're going to be dead  
 25 broke, and then we are in a position that we have to

19

1 sell something. What will we sell in order to get  
 2 out of this mess? Mr. Homan, the golf courses could  
 3 be up for grabs. How about the ski area? We're  
 4 going to have to sell something to meet our  
 5 obligations, and I surely don't want to see our  
 6 district in that situation. But we're heading that  
 7 way. We're going to run of money.  
 8 Thank you.  
 9 CHAIR SCHMITZ: Any callers online?  
 10 MR. BELOTE: We do, Chair.  
 11 MR. NOLET: Good evening. Chris Nolet,  
 12 full-time resident, former Audit Committee chair.  
 13 I'm going to make a couple of quick  
 14 comments.  
 15 One, for those of us who listened to the  
 16 excruciatingly painful Audit Committee meeting this  
 17 afternoon, there were only a few of us, but the rest  
 18 of you have no idea how bad the circumstances are,  
 19 we don't have a full finance staff, and we haven't  
 20 budgeted for fiscal '24 for a full staff, somehow.  
 21 We'll look at that -- we'll let others investigate  
 22 how that happened.  
 23 Two, with Mr. Magee, I think you guys all  
 24 owe the community an explanation as to why we're  
 25 paying him to leave early. Given that we have no

20

1 DOF in place, our DOF is on an indeterminate LOA,  
 2 how can he not be constructive and suggestive and  
 3 helpful for some activities for the next six weeks?  
 4 And, Sara, you staked your reputation on  
 5 his capabilities in January and February of  
 6 this year, so I think we need to now hear from you  
 7 as to why he needs to go.  
 8 And then, lastly, something I rarely do, I  
 9 would agree in total with Mick Homan, the  
 10 circumstances are brutal.  
 11 To add on to the Audit Committee  
 12 discussion we had this afternoon, you need to talk  
 13 to Davis Farr about who is going to sign the rep  
 14 letter. You know, there are only certain people  
 15 they will accept to sign it. And depending on what  
 16 you do with the GM role tonight, that person may or  
 17 not be qualified or acceptable to them to sign the  
 18 rep letter. And you should probably also talk to  
 19 them about (inaudible) who has no experience in  
 20 doing such things, so make sure she's willing to  
 21 sign, able to sign, and that they are willing to  
 22 accept her signature on the rep letter.  
 23 Thank you.  
 24 MR. DOBLER: This is cliff Dobler.  
 25 I attended the Audit Committee meeting

21

1 early this afternoon, and it was found out that the  
2 chief financial officer position was not budgeted.  
3 That's really no big deal, because the State does  
4 provide for augmentation in the event that you have  
5 to change the budget. That's required by statute,  
6 however, that you have to submit it the State, and  
7 it's required under the NRS that you do that.  
8 Ironically for enterprise funds, you don't have to  
9 provide an augmentation to the State.  
10 Now, since you have to do this  
11 augmentation anyhow for, I guess, \$250,000,  
12 \$260,000, you might as well go clean up the balance  
13 of the budget that was submitted to the State.  
14 For example, in the enterprise funds, no  
15 depreciation was provided for, large number, maybe  
16 \$6, \$7 million dollars. What was more interesting  
17 is the carryovers, which always seem to be a problem  
18 and it's not a problem at all, that it needs to be  
19 added, because you didn't spend the money to the  
20 current-year budget. That was not done. But,  
21 ironically, it was done for \$4 million for the Burnt  
22 Cedar where no money was spent. So, realistically,  
23 your cash positions, if you were to look at the  
24 budget, is quite out of whack.  
25 It would seem to me that you can clean up

23

1 Moving on to approval of the agenda.  
2 D. APPROVAL OF THE AGENDA  
3 CHAIR SCHMITZ: Are there any changes to  
4 the agenda as posted and printed?  
5 Seeing none, I will take that as we will  
6 move forward with general business E 1.  
7 E. GENERAL BUSINESS  
8 E 1. RFP for Management Services  
9 CHAIR SCHMITZ: Review, discuss, and  
10 approve a request for proposal for management  
11 services, pages 3 and 4, and the additional  
12 supplemental material that was placed out onto the  
13 District website and can be picked up on the back  
14 table as well.  
15 MS. FEORE: As requested at the August 6th  
16 meeting, working with Trustee Noble, working with  
17 our general counsel, we have prepared an RFP for you  
18 to look at, for you to comment on, provide feedback.  
19 As I'd noted in an email, separate email, everything  
20 that was posted in red were decision points, things  
21 that you can talk about, things that you may want to  
22 change and update.  
23 I did my best guess in estimation on the  
24 timeline based on what was being suggested. I think  
25 it's, say, an ambitious timeline, but I understand

22

1 about a half a dozen items that I wrote you  
2 memorandums on, and at least get the state budget in  
3 order and we would have something to work with.  
4 Because, right now, I think I've written about six,  
5 eight memorandums to the Board of other mistakes  
6 that were done, let's just go correct them because  
7 you gotta do an augmentation anyhow.  
8 Thank you very much.  
9 MS. KNAAK: Oh, hi. Yolanda Knaak,  
10 full-time resident in Incline Village.  
11 I wanted to just recommend that Chris  
12 Nolet come out of retirement and be our interim GM.  
13 I think that's a great idea. I think there might be  
14 a couple of other people in town here that might be  
15 willing to do that, and I think that would be a  
16 really good idea, personally.  
17 But, anyway, also, you know, I think it  
18 was two meetings ago, our current GM mentioned that  
19 he had found the \$7 million, but was never -- or  
20 least where it was spent, and we never got any kind  
21 of documentation on that, so I'd like to see that.  
22 Thank you very much.  
23 MR. BELOTE: That was our last caller in  
24 the queue, Chair.  
25 CHAIR SCHMITZ: Thank you, Matt.

24

1 also that there is an appetite from some of the  
2 Board to get this moving as quickly as possible.  
3 The floor's yours.  
4 TRUSTEE NOBLE: As Ms. Feore said, we  
5 worked together to put this together, and I helped  
6 Ms. Feore. She did most of the legwork.  
7 While I did help on that, I do not support  
8 moving forward with this RFP. I think it's an  
9 exercise in futility, given that the General Manager  
10 said that we don't have any contingency funds to  
11 pursue this.  
12 I also believe public comments from Mike  
13 Akfar were spot-on, that outsourcing this type of  
14 work will just make us more reliant on any type of  
15 managing consulting company that does come in, and I  
16 do not think that's the right direction we should be  
17 going. That we should focus on the GM position,  
18 righting the ship, and filling positions that we can  
19 and move forward.  
20 TRUSTEE TONKING: I have a question for  
21 Director Feore, and then just a statement.  
22 How does this timeline proposed in the RFP  
23 align with the timeline for the job posting you put  
24 for the GM?  
25 MS. FEORE: The job posting, we have

25

1 extended -- or we've actually increased the number  
2 of places that we have posted the position to cast a  
3 wider net. But we did leave that position noted as  
4 open until filled, so we didn't put a hard deadline  
5 on that position, for application purposes.  
6 I would -- and I don't know if this was a  
7 question you were going to ask, but I recommend that  
8 we not extend it much past four weeks, just because  
9 that's just going to make the pool far too great to  
10 sift through. I would say at four weeks, no more  
11 than four weeks, maybe we can stop and take a look  
12 at what we've received.  
13 TRUSTEE TONKING: That answers my  
14 question.  
15 I am not in favor of hiring a management  
16 firm. I've been pretty consistent on that. That's  
17 where I am sitting. I will not be supporting this  
18 RFP.  
19 I thank you for your time and energy on  
20 it.  
21 CHAIR SCHMITZ: Any other comments or  
22 questions?  
23 TRUSTEE TULLOCH: I'm a little bit  
24 confused. I'm reading this and it's entitled "RFP  
25 for Management Services," but reading through it, to

27

1 stamped by the Board, even if that has -- may or may  
2 not been the practice in the past.  
3 To me, all this is is a request for more  
4 consulting services to tell us again what we've  
5 heard. If this is for management services, I think  
6 it still needs a lot of work.  
7 TRUSTEE DENT: I'm not in favor of this  
8 proposal that we put forward. Trustee Noble stated  
9 that he's not in favor of going in this direction,  
10 but he's the still one that was tasked with doing  
11 this.  
12 So I think if we had a trustee that would  
13 be in favor of reaching out to -- or putting an RFP  
14 together for the management firms, Trustee Tulloch,  
15 then we may have an RFP that we could approve. So  
16 given your extensive background in this area, I  
17 would suggest that you should make some corrections  
18 to it and bring it back to the Board.  
19 What are your thoughts on that?  
20 TRUSTEE TULLOCH: If that's the board  
21 desire, I'm quite happy to reevaluate this. I think  
22 it's -- if we're to look at what's available in the  
23 market, whether or not we decide to go that  
24 direction, I need to make sure at it's actually  
25 aimed at that market and it's also opened.

26

1 me, it just appears to be a request for more  
2 consulting services.  
3 I don't see anything here that proposes  
4 anything else. It's using previously provided  
5 consulting reports, provided recommended action plan  
6 again. We've been waiting years for action plans,  
7 we've had lots of consulting. We've identified a  
8 lot of things that need to be done.  
9 I mean, I'm not sure what this is. It's  
10 certainly not a request for management services,  
11 whether that's the right solution or the wrong  
12 solution, but it's not actually doing anything.  
13 I also see it outsourcing the  
14 district-wide strategic plan, which I also thought  
15 was a board responsibility, to the general manager  
16 or to the consulting services. I think, to me, the  
17 strategic plan, which was identified again in the  
18 Moss Adams report last year, the strategic plan is  
19 long overdue. Our latest strategic plan is -- I  
20 think it goes back to about 2015 or something, and,  
21 to me, that's a core responsibility of the Board  
22 that is accountable to the electorate in terms of  
23 that.  
24 It's not something that should just be  
25 outsourced and presented to the Board and rubber

28

1 It may be that we want to put our toe in  
2 the water, if it's done correctly.  
3 And I do agree with all the public  
4 comments. And that those of you that were here  
5 two weeks ago will know that I made very strong  
6 points that any management services of this nature,  
7 it needs to be very tightly controlled in terms of  
8 the contract, having also executed them, been on  
9 both sides of them, it does need to be very well  
10 written and developed.  
11 I'm quite happy if the Board wishes to  
12 update this to reflect what we're actually looking  
13 for, because, at the moment, this is just another --  
14 I can't vote in favor of this particular document  
15 because it's just another consulting service, again,  
16 telling us the things that we've been told.  
17 TRUSTEE DENT: I mean, I'm fine moving  
18 forward with that, Trustee Tulloch. And that was  
19 the intent of bringing this to us.  
20 The concerns by colleagues, including  
21 yourself, that was brought forward was that we  
22 needed to seek other proposals so we can compare it  
23 to the Troon proposal to see if that is even a  
24 direction we were going. It was a direction of the  
25 last meeting.



29

1 And then haven't heard, other than Trustee  
 2 Tonking and Trustee Noble, that they don't want to  
 3 consider that, so just stating where I'm at on it.  
 4 TRUSTEE TONKING: Trustee Tulloch, when  
 5 you think about this, when you're working on it, I'd  
 6 also like you to look into how we (inaudible)  
 7 there's no funding for this, and I think that's a  
 8 (inaudible) great concern.  
 9 TRUSTEE TULLOCH: My apologies. I  
 10 couldn't make you out there.  
 11 TRUSTEE TONKING: Can you figure out  
 12 how -- what your amount is that you're going -- this  
 13 is going to cost, like a max amount, because I don't  
 14 think we have the money. The ideal is to know what  
 15 your max amount is that you're (inaudible) for  
 16 people to bid.  
 17 That is what I think was missing from this  
 18 proposal.  
 19 TRUSTEE TULLOCH: Absolutely, but, I mean,  
 20 if I put my consultant hat back on, I love it when  
 21 clients send out proposal with a price range because  
 22 they know exactly how far they can go. It doesn't  
 23 necessarily give you the right response in terms of  
 24 that.  
 25 I think, my view, if we put something of

30

1 this out, we leave it open, and we look for creative  
 2 solutions from the market as well as what people  
 3 want to offer.  
 4 TRUSTEE DENT: I just keep hearing this  
 5 idea that we don't have money to do this. And we've  
 6 augmented the budget almost -- probably every year  
 7 I've been on the board, so I'm not sure why we  
 8 wouldn't be able to do it this year.  
 9 I understand we all received an email from  
 10 the General Manager regarding this. I've asked for  
 11 documentation of the conversation that was had and  
 12 the actual question that was asked, nothing was done  
 13 in writing, so I'm not sure we will ever know  
 14 exactly what the question was asked to the  
 15 Department of Taxation that triggered the response  
 16 received from the General Manager.  
 17 CHAIR SCHMITZ: Thank you.  
 18 Legal counsel, do you have response to  
 19 that question?  
 20 MR. RUDIN: No, I don't not. I was not  
 21 present at the conversation with the Department of  
 22 Tax.  
 23 CHAIR SCHMITZ: Okay. But you have  
 24 researched NRS and have researched our ability to  
 25 augment and what those conditions are?

31

1 MR. RUDIN: Yes. And I'm happy to discuss  
 2 that offline.  
 3 CHAIR SCHMITZ: Okay. Thank you.  
 4 TRUSTEE TONKING: I think I would just  
 5 reiterate that us, as a board, gave direction to  
 6 every single one of staff to stay within budget, and  
 7 then we are completely going out of budget with  
 8 something that was an unbudgeted idea.  
 9 So I do want to flag that, that we have to  
 10 be -- practice what we preach.  
 11 CHAIR SCHMITZ: I think we realize that,  
 12 but until we go and receive responses to a proposal,  
 13 we don't know where the financial situation is.  
 14 So I just want to bring this back around  
 15 and clarify what the direction was by the Board.  
 16 And it was not to outsource and have people in our  
 17 pockets and controlling the rates. This was to look  
 18 for a firm that would place a general manager here.  
 19 And we're looking for a general manager,  
 20 and if they are part of a firm, that firm brings  
 21 with them the ability to already tap into best  
 22 practices, have a structure by which they have been  
 23 successful, and demonstrating success with their  
 24 business model.  
 25 So, what the Board had asked, and this

32

1 goes back a few meetings because we talked about  
 2 advertising for the general manager and what  
 3 happened when we did this last year, and in trying  
 4 to say, okay, we don't want to repeat the mistakes  
 5 and what we learned last year, which was that we  
 6 really didn't end up with a pool of qualified  
 7 candidates to pursue an alternative.  
 8 Because Troon was bringing us an idea, it  
 9 was just an idea, and what that idea was to bring  
 10 about wasn't handing over control of our district at  
 11 all. The Board remains in control of the District,  
 12 and the general manager is their only employee.  
 13 So this is wasn't necessarily intended at  
 14 all to bring in a firm that would run all of our  
 15 venues; it was to seek out a firm that would,  
 16 potentially, provide a placement of a general  
 17 manager, but then have a backdrop of resources.  
 18 That is sort of what Troon brought to us, and I  
 19 think it was intriguing.  
 20 Now, does it mean we're doing that? No.  
 21 But if we don't get a good pool and we have  
 22 alternatives, we have to go down a dual track. And  
 23 that's exactly what the Board has asked you to do  
 24 was go down this dual track, which you are. You're  
 25 advertising the general manager's position.

33

1 But we need to have an RFP that is clear  
 2 that this is the role of a general manager and here  
 3 are the skills we would be looking for and the  
 4 expectations. In some regards, it really should  
 5 almost be the same thing as what we have for our  
 6 posting for our general manager because that's  
 7 really -- and, hopefully, I'm articulating what we  
 8 discussed.

9 I just want bring it around and recap,  
 10 say: Why were we doing this? It was purely to seek  
 11 an alternate path that might be something that we  
 12 should consider.

13 With that, I'm comfortable with Trustee  
 14 Tulloch. I'm sorry that we -- we assigned David.  
 15 If he was not favor of this, we -- it's a decision  
 16 to be made by the Board, and the Board, as a whole,  
 17 made a decision that we wanted to at least seek out  
 18 an alterative path.

19 If we need to tweak this a bit, I think we  
 20 should do it sooner rather than later, and if  
 21 Trustee Tulloch is willing to assist in that  
 22 capacity, I would welcome that.

23 And Trustee Noble would like too speak.

24 TRUSTEE NOBLE: Ms. Feore, the GM position  
 25 posting, has that been out for a little over a week

34

1 now?

2 MS. FEORE: It was posted the Friday after  
 3 our August 6th, meeting, so the August 8th.

4 TRUSTEE NOBLE: About ten days or so.  
 5 Has there been a robust response to that  
 6 posting?

7 MS. FEORE: There has been. I was  
 8 actually pretty surprised. I checked the numbers  
 9 before this meeting, and we have received 24  
 10 candidates, and the variance in experience was  
 11 actually probably what was most surprising. We've  
 12 gotten a lot of folks who have limited general  
 13 government backgrounds, but lots of business  
 14 background. We have other folks who are just  
 15 (inaudible) governmental employees. There have been  
 16 a few that were head scratchers, trying to apply for  
 17 this job.

18 For the most part, there are a lot of  
 19 folks with a lot of qualifications. Very highly  
 20 educated folks who have also applied for the  
 21 position. And number have reached out to me,  
 22 personally, to keep in contact because of their  
 23 interest in the position.

24 CHAIR SCHMITZ: Any other discussion at  
 25 this point?

35

1 I just have a follow-up question to that  
 2 question. At what point in time, if at all, do the  
 3 trustees have the opportunity to review any of the  
 4 résumés of the applicants?

5 MR. RUDIN: When you want to conduct  
 6 interviews. So, I mean, typically in that process,  
 7 if staff were directed to prepare a shortlist of  
 8 candidates, then you would review résumés from the  
 9 shortlist as part of conducting interviews in an  
 10 open meeting. Otherwise, if want to designate one  
 11 trustee to work with staff to create a shortlist.

12 But, additionally, I think you can  
 13 probably also review résumés following the selection  
 14 of a general manager. But typically the Open  
 15 Meeting Law does restrict your ability to work  
 16 towards the selection of a manager outside of an  
 17 open public meeting.

18 TRUSTEE TULLOCH: If that's the case,  
 19 Sergio, I suggest we interview all the applicants if  
 20 that's the only way we get to see all the résumés.  
 21 As we found -- I find incredible last time that  
 22 we -- the trustees only got to see the résumés that  
 23 were preselected by staff that would be working for  
 24 that general manager.

25 And no offense to staff, but at the end of

36

1 the day -- and we only got presented with local  
 2 government types by the recruitment firm -- I find  
 3 the whole process incredibly frustrating that we  
 4 were just presented with a shortlist that was not  
 5 the Board's shortlist and not necessarily the  
 6 Board's shortlist, I would certainly like to see all  
 7 the résumés. I'm quite happy to volunteer to help  
 8 sort through them if that's -- if it needs to be  
 9 done that way.

10 I think it's important that the Board sees  
 11 all the résumés, not just those that are selected.  
 12 People may have different criteria for doing it. I  
 13 think if this is our only employee, I think we're  
 14 entitled to see all the applications for it.

15 CHAIR SCHMITZ: I share the same  
 16 sentiments. This is the Board's only employee. And  
 17 for the Board to not to have the opportunity to see  
 18 everything that has been submitted, I think maybe we  
 19 need to just talk offline of how that process works,  
 20 but I feel the same way.

21 It's difficult to say -- our criteria  
 22 might be different. It might not be always seeing  
 23 things through the same lens.

24 I see that Trustee Dent and Trustee  
 25 Tonking's hands both are up. I don't know who went

37

1 first, so we'll go with Trustee Tonking.

2 TRUSTEE TONKING: I agree with you, Chair

3 Schmitz and Trustee Tulloch, I would also like to

4 see those résumés.

5 Maybe, Sergio, if you can think of a way

6 where we create a shortlist, each of us, give it to

7 you, that would be best. Or if we can interview all

8 of them, there should be a way for that to occur.

9 I think we all have different views, and I

10 think the initial screening, there's a lot of

11 different views that go into that. Listening to

12 people, I think we can kind of settle on some.

13 TRUSTEE DENT: I would agree with that

14 approach.

15 Would it make sense for us to

16 disqualify -- or not us, but staff to disqualify any

17 résumés or applicants that don't meet the guidelines

18 before it comes to us. We're here saying everybody,

19 and we've already heard from the HR director, there

20 are a few applications in there that, you know, she

21 didn't know why they had applied.

22 Does it make sense to take that smaller

23 kind of bite off of removing some that don't qualify

24 before it comes to us? Because I don't see a reason

25 why we couldn't have those in the board packet, and

38

1 then we could discuss who our top five are or top

2 three are that we actually want to interview at a

3 follow-up meeting.

4 And if we're doing all of that in a board

5 meeting, it seems like we would be meeting NRS, but

6 that's why we have Sergio here.

7 MR. RUDIN: That would certainly comply

8 with NRS.

9 I know there have been some concerns

10 expressed by the human resources director about

11 publicizing résumés of candidates that you may or

12 may not choose to interview, and that, potentially,

13 is discouraging people from submitting applications.

14 But that's not a legal constraint.

15 CHAIR SCHMITZ: Could we redact them so

16 that cities are redacted and names?

17 MS. FEORE: You could redact, but it's,

18 nowadays, a simple search of a keyword is going to

19 place that person.

20 And given -- I want to be mindful of the

21 experience from last year and the very passion of

22 our residents here who spoke to some of the

23 candidates or had tried to reach out to -- I want to

24 be sensitive to those candidates and I don't want to

25 turn anybody off for fear that their information is

39

1 going to be publicized long before they are even

2 given an opportunity.

3 CHAIR SCHMITZ: Yes. Because we did lose

4 candidates last year because of community members.

5 MS. FEORE: We did.

6 CHAIR SCHMITZ: The challenge -- I agree

7 with you, Trustee Dent, but the challenge is what's

8 the criteria? Is it just educational background?

9 Because suddenly it starts becoming subjective.

10 I agree with the concept, but I think that

11 it has to be something that's pretty black and

12 white, such as not meeting the minimum educational

13 requirements.

14 MS. FEORE: And I can -- some of them on

15 its face are very obvious, very obvious, because

16 general managers are everything from shop general

17 managers to general managers of large organizations.

18 And so you're going to get that.

19 What I would say is any of the candidate

20 information that I feel don't meet the minimum

21 standards, I can easily set them aside, they are

22 still viewable, but I think it would just lessen the

23 whole approach.

24 TRUSTEE TULLOCH: I think -- and Trustee

25 Dent makes an excellent point. But I think any of

40

1 us that have actually previously done recruitment

2 for senior posts and gone through the résumés, you

3 know pretty quickly which ones just go out.

4 I mean, I think it's easier just doing it

5 that way than trying to set some other subjective

6 criteria, because sometimes there is a diamond in

7 the rough in some of them. Personally, I always

8 just look through all of them just to make sure I'm

9 not missing something. There are some, yes, you can

10 certainly reject straightaway. I suspect we would

11 probably have a 75 percent agreement rate, even

12 among the trustees, among those that are rejected

13 straightaway.

14 We don't want to be in the situation like

15 last time where we got presented with three or four

16 candidates and two of them had just been let go from

17 previous employment, within months previously.

18 To my mind, I'm happy to go through them

19 all in terms of that.

20 TRUSTEE TONKING: I like Trustee Dent's

21 idea. I trust our HR director to view the job net

22 feed. I'm fine with going through the initial vet

23 of you don't meet the minimum qualification.

24 I would like, Sergio, if possible, if you

25 can think if there is a way that we can do the

41

1 applications, submit some sort of shortlist or  
 2 something that can be done, other options, and let  
 3 us know off the record.  
 4 Then my third question is, Director Feore,  
 5 can you provide us with a list of all the places you  
 6 posted? You don't have to rattle them off now, but  
 7 just so that we make sure they're in a variety of  
 8 different places before we close that.  
 9 MS. FEORE: Yeah. I was thinking about  
 10 that before I came up here. I remembered, I think,  
 11 four of five different places. Because we post on  
 12 our website, some of the job postings are  
 13 automatically spidered out to Indeed or Simply  
 14 Hired, some of those kinds of places.  
 15 Yes, I've received some really good  
 16 feedback from folks as to good places to post. I  
 17 can email you that list if you'd like.  
 18 MR. RUDIN: In terms of facilitating a  
 19 discussion amongst the Board and preparing a  
 20 shortlist, one option is the HR director prepares an  
 21 anonymized fact sheet of the candidates, the kinds  
 22 of places they've worked, and approximate lengths of  
 23 service in those kinds of capacities. You find out  
 24 that somebody worked in a finance department at a  
 25 government agency in California for five years.

43

1 if we're spreading a wide net for applicants, we  
 2 should also look at what the potential is here.  
 3 And just to correct some of things that  
 4 were stated in public comment, there is no passing  
 5 control over to some other entity to set prices and  
 6 take the profits. And I wish there was a million  
 7 bucks, but if you look at this year's budget for  
 8 ski, it's less than, I think, half a million  
 9 projected profit on it, but significantly improved  
 10 revenues, and that's not even accounting for  
 11 depreciation.  
 12 I think the days of Diamond Peaking giving  
 13 us the 4 million bucks to subsidize everything else  
 14 is long gone. We need to be realistic about that.  
 15 If we look at the budget, one of our venues were --  
 16 Diamond Peak was the only one that was actually  
 17 making money in terms of that.  
 18 But it's not -- it's not none of this, and  
 19 you're certainly not going to get any vote from me  
 20 to just pass the whole thing over to somebody else  
 21 to take any money from it.  
 22 I think we need to look at what the range  
 23 of services are. I think something that's been very  
 24 apparent is put in execution, we've had all these  
 25 reports, and we failed to execute on any of the

42

1 So rather than saying exactly who they are  
 2 and where they've worked, you just get sort of a  
 3 history of experiences, and then that can be a  
 4 starting point for making a determination without  
 5 revealing prior employers or the names of the  
 6 individuals, which would potentially dissuade folks  
 7 from applying.  
 8 TRUSTEE DENT: Sergio took the words right  
 9 of my mouth. I have nothing further to add. I was  
 10 going ask if we could do a shortlist.  
 11 Thank you.  
 12 CHAIR SCHMITZ: Then to follow up on the  
 13 RFP process, our -- would it be possible to have  
 14 these revisions done for the board meeting that  
 15 would be on the 28th? Which means the material  
 16 would have to be turned in by Friday.  
 17 MS. FEORE: That's up to you.  
 18 TRUSTEE TULLOCH: Yeah, I think it's  
 19 doable. I'm prepared to make the effort. I think  
 20 it's important.  
 21 The Board agreed to do it, a dual-track  
 22 process. I think we -- I think the definition of  
 23 insanity is keep on doing the same thing expecting  
 24 different results. That's is kind of cliched, but  
 25 that's what we appear to have been doing. I think

44

1 recommendations on them. I think, certainly, that  
 2 was one of the positives I took from the Troon  
 3 proposal. They are going to actually come in and  
 4 actually execute on the proposals and move forward  
 5 on the things we've done rather than just stalling  
 6 on them, and somehow wondering how we're not being  
 7 successful.  
 8 We are in significant financial issues in  
 9 terms of where we're going. We are going to run up  
 10 against the buffers. It's only a question of when.  
 11 I think we need to look at the issues.  
 12 We also need look at -- some of my  
 13 colleagues made the point a couple of weeks ago that  
 14 we do -- we can't expect the general manager just to  
 15 waive a wand and do it. There's not many people  
 16 that are good -- that can do that have and have the  
 17 stomach to actually do it. But we do need some  
 18 support. One of the advantages of some of these  
 19 management firms is they do that in-house level of  
 20 support. I think it would just be wrong to just  
 21 ignore it and pretend everything is just hunky-dory.  
 22 I think it's worthwhile. I don't come to  
 23 it with any fixed outcome in mind. Some of my  
 24 colleagues are more open-minded about it. I want to  
 25 see what's going to give the best opportunity,

45

1 provide the best service, and the best quality for  
 2 the District.  
 3 We need to look at these options.  
 4 TRUSTEE DENT: Two things.  
 5 One is do we limit the scope when it comes  
 6 to the departments that they are looking at, or do  
 7 we -- that's one question. Or do we focus this more  
 8 on areas where we need -- we know that we need  
 9 improvement?  
 10 And then I just wanted to elaborate a  
 11 little bit further on Trustee Tulloch's comments  
 12 about Diamond Peak not being able to subsidize the  
 13 other venues. I don't think we have an issue at  
 14 Diamond Peak. We did have unfortunate weather with  
 15 how it fell and where the holidays were this year.  
 16 And so I don't see a concern as it relates to that.  
 17 I think the concern is not having the excess profit  
 18 is because of all the improvements that are coming  
 19 down the pipeline at Diamond Peak.  
 20 So, rather than being able to subsidize  
 21 all the other venues, we're going to need to have a  
 22 map of investment at Diamond Peak to improve the  
 23 infrastructure and maintain the infrastructure.  
 24 Those are my two comments. But more just  
 25 wanted to touch on the point is really do we limit

46

1 where we go with the RFP, do we keep it really  
 2 broad?  
 3 We keep hearing, oh, well, they don't know  
 4 anything about public works and all these other --  
 5 like the Troon, one of the main other talking points  
 6 from the Troon report was no one has the public  
 7 works experience.  
 8 Do we have them look at public works, rec,  
 9 ski, golf, admin, everything, look at everything? A  
 10 question for my colleagues.  
 11 CHAIR SCHMITZ: I'd like to follow up on  
 12 your comment. Thank you for making the  
 13 clarification, because I do know that Trustee  
 14 Tulloch wasn't making a negative comment about  
 15 Diamond Peak. It was more about we're investing in  
 16 Diamond Peak, and that's the right thing to do.  
 17 I think that the RFP should be specific,  
 18 because we know specifically where we have issues.  
 19 We have issues with the lack of internal controls,  
 20 we have issues with a lack of adherence to policies.  
 21 I mean, it was all laid out in the RubinBrown  
 22 report.  
 23 With Trustee Tulloch being so closely  
 24 familiar with the RubinBrown report, I think that it  
 25 would be good to take some of those very specific

47

1 things and say these are the activities that we want  
 2 focus on. That's what we need. Whether it's a  
 3 general manager that we bring in and interview from  
 4 the outside, or whether it's someone who is part of  
 5 a larger entity.  
 6 Any other comments?  
 7 TRUSTEE TULLOCH: There was not any  
 8 insinuation. I think Diamond Peak is well run on  
 9 its own track. I would say there is significant  
 10 investment that will be involved. The point I was  
 11 making is the days of it making huge, excess returns  
 12 are just simply not happening, and that's familiar  
 13 across the ski market.  
 14 I tend to agree. I think the -- and it's  
 15 something we discussed at the last meeting, I  
 16 probably failed to make the point earlier there.  
 17 Whoever comes in as general manager is going to need  
 18 some solid support and execution support, not just a  
 19 bunch of consultants coming in and tell us, no, this  
 20 is wrong, this is wrong, and then not having the  
 21 resources to do it.  
 22 We've seen the problems that happened in  
 23 the finance department when it previously got run  
 24 down in bodies. We spent a lot of time and effort  
 25 restaffing it, getting it staffed back up last year,

48

1 only to find that we've suddenly got issues with it  
 2 again being insufficiently staffed. And I don't  
 3 want to bring in a new general manager and set them  
 4 up for failure either.  
 5 I've made the point several times, we are  
 6 a bunch of operating businesses, and we need  
 7 somebody that's a good operator and good at  
 8 executing. And he is going to -- he or she is going  
 9 to need some support.  
 10 I would -- I'll take direction from the  
 11 Board. I think we can look for creative solutions,  
 12 we can highlight the areas where we have the most  
 13 outstanding needs, but I think I'd certainly like to  
 14 see what ranges of responses come from the market,  
 15 if only to set some comparators for looking at  
 16 general manager candidates.  
 17 CHAIR SCHMITZ: Any further discussion on  
 18 this?  
 19 Seeing none, are you comfortable with the  
 20 direction being given?  
 21 MS. FEORE: Yes. But I just want to  
 22 reiterate real quick: I am going to email the Board  
 23 with all the places the position has been posted.  
 24 We're going to return on August 28th with an updated  
 25 RFP. I'm going to work with Trustee Tulloch on

49

1 this.

2 I can do the board memo, but the document

3 itself, would you be available to have it done and

4 ready to go by Friday morning at the latest?

5 Okay. Thursday night would be better.

6 TRUSTEE TULLOCH: Yeah, I'll do that.

7 I'll work on the substance part of it, and we'll

8 touch base on Thursday morning.

9 MS. FEORE: And also the timeline. That

10 may change the timeline as well.

11 TRUSTEE TULLOCH: Yep.

12 MS. FEORE: Okay. That would be great.

13 CHAIR SCHMITZ: Moving on to agenda item E

14 2.

15 E 2. Employment Separation with Bobby Magee

16 CHAIR SCHMITZ: Review, discuss, and

17 possibly approve an employment separation agreement

18 with Bobby Magee, pages 5 through 11.

19 I do feel -- is Ms. Feore still here? I

20 feel that we have learned some new information today

21 and I -- it was shared with the Audit Committee, and

22 I think that it needs to be shared with the Board so

23 that all have the same information, as part of this

24 conversation.

25 MS. FEORE: So what we talked about at the

51

1 contracts and purchasing manager, and also the

2 public works contracts administration position,

3 those had actually both been moved over to the

4 finance budget, and they both were fully budgeted

5 for the fiscal year '24/'25.

6 The C and P manager position is ending --

7 it's just about to wrap up the recruitment, so we're

8 hopeful in the next month or so, we should have that

9 position filled. And we had determined internally

10 that we would not backfill the P and W, Public Works

11 contracts administration position until after the C

12 and P manager had been hired so that they could make

13 that selection.

14 I also want to work with the budget team

15 to see where there may be some just inherent salary

16 savings so that we can see kind of what we're

17 working with.

18 CHAIR SCHMITZ: Thank you for that

19 clarification.

20 TRUSTEE DENT: We were told -- I thought

21 we've already questioned something along the lines

22 of the director of finance position being funded or

23 not funded, and we were told by the General Manager

24 that the position was funded. Am I misunderstanding

25 -- I mean, I feel like this is now -- the public

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1 Audit Committee, just to share with the public

2 that's in the room, we discovered that the director

3 of finance position, which had been noted to the

4 Board that it was going to be funded for a minimum

5 of six months, there actually is no funding in the

6 budget.

7 Following this meeting, I worked with

8 acting GM Mike Gove, we went back, we talked with

9 finance, we looked at the numbers 13 more times, and

10 they were all the same. There's no -- there are no

11 dollars in the fiscal year '24/'25 budget for a

12 finance director.

13 A couple of things that I've got on tap is

14 I'm going to sit with the budget folks go to, line

15 by line, through the general fund to make sure that

16 my records is what their records reflect as far as

17 the staffing.

18 Based, preliminarily, on the information

19 that I provided, the third accountant position was

20 not budgeted, by I believe that Mr. Magee did

21 communicate that to the Board. The director of

22 finance position was not posted -- or was not

23 budgeted for the six months.

24 One thing missed at the Audit Committee

25 that I wanted to clarify is the contracts, the

52

1 comments are --

2 MR. RUDIN: It's outside the scope --

3 TRUSTEE DENT: -- starting to make more

4 sense.

5 MR. RUDIN: I'm not sure this is actually

6 particularly germane to this agenda item as well.

7 TRUSTEE DENT: Excuse me?

8 MR. RUDIN: I'm not sure this discussion

9 is particularly germane to this item, the separation

10 agreement.

11 TRUSTEE DENT: Do we need to have a

12 nonmeeting legal meeting after this meeting if we

13 can't discuss new information we received if we're

14 considering a separation agreement, and now we're

15 receiving new information that positions that the

16 Board was told -- or that the Board approved and

17 funded are no longer or were not filled out

18 correctly or funded correctly in the budget that

19 went to the State? Is what I'm understanding from

20 our HR director.

21 So, if we can't discuss that at this

22 point, then I suggest we have a nonmeeting legal

23 meeting after this meeting.

24 TRUSTEE TONKING: I suggest we pull this

25 item. I don't believe we have the proper

53

1 information to be voting on this given the new  
 2 information that just occurred.  
 3 TRUSTEE DENT: I would agree with that. I  
 4 agree with Trustee Tonking on that.  
 5 How soon can we have a nonmeeting legal  
 6 meeting, Sergio?  
 7 MR. RUDIN: I'm available after this  
 8 meeting if you would like to discuss.  
 9 TRUSTEE DENT: With the Board?  
 10 MR. RUDIN: Yes.  
 11 TRUSTEE DENT: Okay. Thank you.  
 12 CHAIR SCHMITZ: So there has been a  
 13 suggestion that this agenda item should be pulled.  
 14 Is that a motion?  
 15 TRUSTEE TONKING: Yes. I move that this  
 16 agenda item be pulled. Do you move to do that? I  
 17 think you can just pull it, right?  
 18 I vote that we don't do anything with it,  
 19 we just move on, and put it on a later date.  
 20 TRUSTEE DENT: I would second that. I  
 21 think we need -- we have new information that we  
 22 need to be briefed on before we have any further  
 23 discussion on this item, Chair.  
 24 CHAIR SCHMITZ: Thank you.  
 25 So a motion as been made to defer this

55

1 for the six days that he was intending to be out.  
 2 Does the Board have any suggestions to  
 3 nominate or put someone in as an interim general  
 4 manager while we go through this transition time?  
 5 TRUSTEE NOBLE: You know, looking at the  
 6 -- I think it should be somebody internal. And I  
 7 believe Mike Bandelin has the institutional  
 8 knowledge and the experience in being interim  
 9 general manager, and so I would recommend him at  
 10 this time.  
 11 CHAIR SCHMITZ: Any other comments or  
 12 suggestions?  
 13 I have a concern. I don't disagree with  
 14 you at all about Mr. Bandelin's respect in the  
 15 community and his knowledge. But I also would like  
 16 to allow him to take care of himself and his health  
 17 and get back on board with Diamond Peak. He's been  
 18 through a lot, so I just am concerned about that.  
 19 Trustee Dent or Tonking, did either of you  
 20 see -- I'll go to Trustee Dent first.  
 21 TRUSTEE DENT: Regarding Mr. Bandelin --  
 22 having been through serious health issues and having  
 23 spent several years having to recover from, I know  
 24 how much stress that puts on your body. And given  
 25 our working relationship and all that Mr. Bandelin

54

1 agenda item. Has anyone seconded?  
 2 TRUSTEE TULLOCH: Yep.  
 3 TRUSTEE DENT: I will second.  
 4 CHAIR SCHMITZ: I didn't hear that.  
 5 A motion has been made and seconded. Any  
 6 further discussion?  
 7 Seeing one, all those in favor?  
 8 TRUSTEE TONKING: Aye.  
 9 TRUSTEE TULLOCH: Aye.  
 10 TRUSTEE NOBLE: Aye.  
 11 TRUSTEE DENT: Aye.  
 12 CHAIR SCHMITZ: Aye.  
 13 Motion passes, 5/0.  
 14 Moving on to the next agenda item, agenda  
 15 item E 3.  
 16 E 3. Interim District General Manager Options  
 17 CHAIR SCHMITZ: Review and discuss options  
 18 and possibly appoint an interim general manager. I  
 19 had requested that, but really this is for us, as  
 20 the Board, to discuss and make a decision on.  
 21 As we know, we -- right now, Mr. Magee is  
 22 out on, I believe, some sort of an unpaid leave. He  
 23 just took vacation, I believe, but he doesn't have  
 24 vacation time. He is not here. He has placed Mike  
 25 Gove in charge in his absence. But that was purely

56

1 did last year for the District, and knowing it's not  
 2 somewhere where he naturally wants to be, I wouldn't  
 3 be inclined in supporting him.  
 4 I think Mr. Bandelin's health should be  
 5 first and foremost, number one. And I would like to  
 6 see him be topnotch as soon as he could, and I see  
 7 the added stress of this position taking away from  
 8 his ability to heal and get to what he enjoys doing,  
 9 and that's running Diamond Peak. I would not be  
 10 favor of it for that reason and that reason alone,  
 11 knowing that Mr. Bandelin will always say yes.  
 12 And I sincerely thank him for what he did  
 13 before and stepping up again.  
 14 TRUSTEE TONKING: I have had the  
 15 opportunity to have some conversations with  
 16 Mr. Bandelin, and I feel like he would be the right  
 17 choice for this district right now, if he was  
 18 willing to take it on. He just knows how the budget  
 19 process works, he's been through all that  
 20 (inaudible) budget issues currently. He knows the  
 21 District really well, knows all the ins and outs,  
 22 and it would be a very short time, given we just  
 23 have (inaudible) timelines for all these concurrent  
 24 things happening, and so I feel like he would be the  
 25 right fit for this.

57

1 I would be in favor of him.

2 TRUSTEE TULLOCH: Can I make a suggestion

3 since we've parked the previous item and we're going

4 to have a nonmeeting legal meeting following this to

5 discuss Mr. Magee's situation?

6 Mr. Gove is currently caretaker while

7 Mr. Magee is out. Can I suggest that these -- to

8 me, these two items are both kind of interlinked.

9 Can I suggest that we bring this back to -- on next

10 week's agenda while we resolve issues around the

11 separation agreement, and with Mr. Gove standing in

12 just in the meantime, actually than just rush to

13 give a decision?

14 TRUSTEE TONKING: I have a clarifying

15 question, Chair.

16 CHAIR SCHMITZ: Go ahead.

17 TRUSTEE TONKING: Is Mr. Magee, in theory,

18 supposed to be back on the 26th from his vacation or

19 leave?

20 CHAIR SCHMITZ: My understanding is that

21 he's back on the 26th, as far as I'm aware of, yeah.

22 TRUSTEE TONKING: Great. Then I think

23 that Mike Gove does -- I agree with Trustee Tulloch.

24 I move that we just pull this item until next week.

25 TRUSTEE DENT: I'll second that.

59

1 I know that Mr. Magee and legal counsel had been

2 working on finding better solutions to the whole

3 blanket PO situation.

4 But I will update my spreadsheet, but it

5 was an extensive list, and to be honest with you, I

6 just didn't have time to it in put my spreadsheet

7 for tonight.

8 TRUSTEE DENT: I was just going to say

9 along those same lines, in your absence, Mr. Gove

10 was not able to get ahold of you, and I fielded a

11 couple of calls that related to being able to

12 purchase some things, so then we could provide --

13 facilitate an event the next day.

14 There's several things that seem to be

15 bogged down or have been bogged down in General

16 Manager's inbox, and having to cause some folks to

17 react rather quickly so we don't lose certain

18 business.

19 So I think it's important that we get this

20 issue resolved rather quickly. And thank you for

21 stepping in and taking over.

22 CHAIR SCHMITZ: Thank you for stepping in.

23 The one time I left my phone in the car.

24 TRUSTEE TONKING: Is this going to be able

25 to be on the 28th agenda item so that we can get

58

1 CHAIR SCHMITZ: All those in favor?

2 TRUSTEE TONKING: Aye.

3 TRUSTEE TULLOCH: Aye.

4 TRUSTEE NOBLE: Aye.

5 TRUSTEE DENT: Aye.

6 CHAIR SCHMITZ: Aye.

7 Motion passes, 5/0. This is will be on

8 our agenda on the 28th.

9 That concludes the agenda, I believe for

10 this evening.

11 F. BOARD OF TRUSTEES UPDATE

12 CHAIR SCHMITZ: I have an update on the

13 trustees update. I didn't produce another one of

14 my -- I didn't update my spreadsheet.

15 But just to inform the Board that there

16 were a number of invoices that had not been

17 approved, and I was informed that in Mr. Magee's

18 absence, if I didn't approve these, that we were

19 being shut off by some of our suppliers because the

20 blanket PO situation hasn't been brought forward to

21 the Board by Mr. Magee.

22 There were a number of POs that Sergio

23 reviewed, and I used my -- the emergency, and

24 approved them as well for payment because it's -- we

25 were getting so far delayed in paying the invoices.

60

1 this sorted out so that you and other trustees

2 aren't stuck doing this? I feel like this is a

3 business operation issue.

4 CHAIR SCHMITZ: It more complicated than

5 that, and I know that legal counsel has been working

6 with staff to find a better solution. Some of it

7 has to do with going out to do RFPs and to actually

8 have contracts for certain things.

9 So I think -- I'll give an update on the

10 28th, just of what I know is going on with -- in the

11 interim. I'll do my best to give you a more

12 comprehensive update, if that's okay. I don't think

13 there will be anything on the agenda.

14 I'm looking at legal counsel, and he's not

15 saying there's going to be anything on the agenda.

16 MR. RUDIN: Yeah. I mean, I think that

17 there are certain contracts and purchase orders that

18 could go on the agenda. I'm just not sure what the

19 status of those are. I would have to check with the

20 Director of Public Works.

21 CHAIR SCHMITZ: If there are, they will

22 be. And some of it was there was just an absence of

23 actual contracts for certain things. Legal counsel

24 been working to try to get all of that squared away.

25 We can have more information provided on



61

1 the 28th.

2 TRUSTEE DENT: I want to understand the

3 situation a little bit better as it relates to this.

4 I don't know if it's still along the lines of what

5 Trustee Tonking was asking for, but it would be good

6 to know what those items were, and then really what

7 is the hold up. I understand there's some contracts

8 that need to be in place.

9 What I got involved in was literally

10 approval of purchasing alcohol for a wedding the

11 next day. It just seems like that should have been

12 handled much before then. It just seems so simple.

13 And I don't know why that would be held up within

14 operations.

15 I just want to make sure there's not some

16 unintended consequences that are leading to this,

17 and that we're -- we all understand why and what

18 causing this.

19 CHAIR SCHMITZ: Any other updates?

20 I'm curious when we are, as a board, going

21 to do another FlashVote survey?

22 TRUSTEE DENT: As soon as there's a topic

23 and a trustee reaches out to me, I'm happy to work

24 with Mr. Lyons on that. I have an idea of one that

25 we can do, but I'm happy to field ideas. I'd like

62

1 to have several.

2 If there's a trustee interested, reach to

3 me offline, and we can discuss.

4 TRUSTEE TONKING: I will reach out to you.

5 TRUSTEE TULLOCH: Some quick updates from

6 the Audit Committee. I heard public comments. The

7 engagement letter which had been sent by Davis Farr

8 on the 24th of June, I only received this last week,

9 and obviously there's some further work to be done

10 on it as discussed at the Audit Committee. There's

11 some updates required. That's another top priority

12 to make sure to get this resolved so we can actually

13 move forward with it.

14 I think the topic we're discussing earlier

15 blindsided us all at the Audit Committee when we

16 heard this today. And obviously, the director of

17 finance, having no senior finance staff available is

18 far from ideal in terms of that.

19 We also had a CIC meeting this afternoon,

20 which is actually very good. It gave some very good

21 input and some good guidance. Staff appreciated the

22 guidance to help refine their proposals before they

23 come to the Board. The Snowflake Lodge needs

24 assessment and the skate park proposal should be

25 coming to the Board very shortly.

63

1 We actually had some, for the CIC meeting,

2 excellent feedback. There's a -- we got a huge

3 turnout of people that have never been at a board

4 meeting before of skaters, who actually provided

5 some very good input in the public comment and

6 helped educate us on that as well.

7 CHAIR SCHMITZ: Any other updates from

8 other trustees?

9 Seeing none, we will move on to our final

10 public comment. We have three here in the room.

11 G. FINAL PUBLIC COMMENT

12 MR. HOMAN: Thank you. Mick Homan,

13 Incline resident, trustee candidate.

14 I'm actually very encourage about what we

15 heard about the interest that we got in the general

16 manger position. I think that's very good, and,

17 frankly, it's what I would expect when you cast the

18 net wide, given the quality of life that we enjoy up

19 here and how attractive this place should be. I

20 believe we should be an employer of choice.

21 Hearing that news, I would -- if I were

22 trustee for the day, I would back off on the RFP for

23 proposal. I would want my general manager in place

24 to help drive that decision-making and to help -- to

25 work with the GM, to work with the consultants to

64

1 figure out specifically what it is I want them to

2 look at. Just some counsel.

3 Mike made some very good points earlier as

4 a provider of outsourcing services. I was a

5 customer of a lot of outsourcing services, and I --

6 you need to understand that they will give you a fee

7 and they will be available to talk to you in

8 generalities, but as soon as you want arms and legs

9 on the ground to execute, that's a whole nother fee

10 structure. You need to think about that.

11 If you are going to go ahead with that, I

12 would counsel you to look very closely at the

13 staff's response to the reports to make sure that

14 you use that to help you sufficiently limit the

15 scope. I agree with that point that it should be a

16 limited scope.

17 And then just the final point, Trustee

18 Dent mentioned a letter that the GM apparently sent

19 to all of the Board, the topic which apparently had

20 to do with the consultant -- I'm not sure if he

21 mentioned affordability or whatever in that, but

22 that's what I inferred from it. I guess since it

23 went to the full board, I would be curious as to why

24 it wasn't part of the meeting materials or made

25 public, and I would request that it be made public

65

1 because if there's some significant information in  
2 there that was deemed necessary to share with the  
3 Board, I think the community ought to have that. I  
4 would request that that be released, if not, I guess  
5 I can file a PRR for it.  
6 Thank you.  
7 MS. JEZYCKI: Michelle Jezycki, Incline  
8 Village resident and IVGID trustee --  
9 Didn't want to come make comments, but  
10 after hearing some of these things, I think it's  
11 important to take into consideration that asking  
12 management firms, especially if part of the scope is  
13 to help find a GM, the time schedule here is really  
14 wonky. And having been on both sides of the RFP  
15 proposal process, you're asking for them to write up  
16 to 50 pages of a proposal. That takes time, money,  
17 resources.  
18 And if we're doing it, and in the meantime  
19 you're looking at these 24 -- and I understand some  
20 of these other ponds that we're fishing in now,  
21 which I think will garner even better candidates --  
22 if you find an all star there, this -- we cancel,  
23 let's say, the RFP and tell them thanks but no  
24 thanks, what happens when we really need a  
25 management company?

67

1 a promotional opportunity or a hiring promotion or  
2 hiring opportunity, you are not allowed to bring in  
3 the medical situation of an employee. I would  
4 caution you against doing that in the future. I  
5 know you're looking confused, you can look it up,  
6 and I can talk afterwards.  
7 And also it's up to the employee whether  
8 he's willing to step in or not. He's taken a bullet  
9 for this community. I would imagine he would  
10 probably do it again. Let's be careful and keep it  
11 professional.  
12 Thank you.  
13 MR. AKFAR: A couple of comments.  
14 Having been in the business and knowing  
15 that we're under a tight time schedule -- you got a  
16 lot of stuff going on -- my advice would be to put  
17 the RFP process aside. It's going to be a  
18 distraction. You're going to get 50 pages back,  
19 they're going to have follow-up questions, you'll  
20 have to answer them. It will take you a tremendous  
21 amount of time, if they can respond in the timeline.  
22 The biggest worry that I have, though, is  
23 that -- I'm thrilled to see that we've got 20  
24 candidates in just one week. You give that -- it's  
25 the middle of the summer, this isn't the time that

66

1 Why not look at it more holistically,  
2 right? Instead of plugging and playing somebody to  
3 say follow the directions of all of these  
4 consultants over the last four or five years that  
5 we've hired and paid an enormous amount of money to  
6 that gave us a game plan. And I'm hearing you say  
7 that we can't -- we don't execute. Get your GM to  
8 execute. Get staff to execute. We have a recipe.  
9 It's a freaking Betty Crocker opportunity. Follow  
10 the recipe.  
11 We don't need somebody to come in and  
12 swing an ax around and say brilliantly, oh, this is  
13 what we need to do. We have it. We know what we  
14 need to do. I don't think it's rocket science.  
15 Get a Tyler Munis professional in. The  
16 audit report was the biggest house-is-on-fire thing,  
17 and then we hear the 7 million's been accounted for.  
18 I don't know where all that is leading to, but a  
19 Tyler Munis professional can help with the proper  
20 migration that was never completed. Easy way to fix  
21 a lot of those issues.  
22 Finally, as an HR professional, I gotta  
23 tell you, and I wish somebody would have jumped in  
24 earlier, it's illegal to talk about medical  
25 conditions or medical concerns. When talking about

68

1 people are looking for jobs, they are farting around  
2 on vacation. You give this a little bit more time,  
3 you're going to have 50 candidates.  
4 If you've got an RFP process going to seek  
5 a general manager with an outsourcing firm, that's  
6 going to have a real negative impact on some of your  
7 best candidates. The median ones, they're not going  
8 to care. It's all upside for them. But the best  
9 candidates may pull back if they see that.  
10 So I would not send that RFP out. I think  
11 it's going to have a real negative impact. Now is  
12 not the time for a variety of reasons. But hearing  
13 the good news from the Director of HR, that would be  
14 a colossal mistake, in my view.  
15 If you've got one or two management  
16 consulting firms that you think have the chops to do  
17 this, I wouldn't send out an RFP, I'd call them.  
18 I'd have a dialogue with them and tell them what's  
19 going on and see if they want to talk to you. Then  
20 it won't be publicly broadcasted. I'd be really  
21 careful with it.  
22 To me it's even clearer now, this is a  
23 staffing issue, and a leadership issue. I hope,  
24 please, that you'll put this RFP process aside and  
25 really focus on just hiring the candidates that

69

1 you've got in front of you. The best ones, I'm  
2 sure, will emerge soon.  
3 Thanks.  
4 MR. WRIGHT: Frank Wright, Crystal Bay,  
5 candidate for the Board.  
6 I've talked to some employees in the  
7 trenches. And they are very upset with the amount  
8 of money that's being wasted by this district. And  
9 I'm talking about a lot of money. They are upset  
10 with the fact that \$7 million, \$10 million is just  
11 missing.  
12 We had a general manager go before the  
13 Committee on Local Government and tell them that he  
14 found it. None one has seen how he found it or know  
15 where it is. He also made a statement that the  
16 books are all in order. Those are lies. That's a  
17 lot of our money, we don't know where it is, and we  
18 don't know what's happening to it.  
19 We have employees here who are good  
20 employees who work for \$17 an hour. They've been  
21 here for many years. Some haven't had a raise.  
22 They have not had a raise. \$17 an hour. They can  
23 make more at McDonald's. And these are the people  
24 that are doing the job that needs to be done here,  
25 not people who are pretending to be supervisors who

71

1 Thank you.  
2 CHAIR SCHMITZ: Any comments online?  
3 MR. BELOTE: We do, Chair.  
4 MR. NOLET: Chris Nolet. Just a couple  
5 final closing comments for tonight.  
6 One, Mike Akfar, those were excellent  
7 comments. Very thoughtful and very much based in  
8 reality. Thanks for providing those to everybody.  
9 I sort of have a question, and if I  
10 misheard this when I dropped the line, I'd like you  
11 to correct me. I thought I heard that we knew Mr.  
12 Magee wasn't going to be back until the 26th. If I  
13 understood that correctly, I fail to understand why  
14 trustees had to take on management roles by  
15 approving expenditures. Particularly in light of  
16 the fact -- I don't know, maybe you probably didn't  
17 -- that we have an acting GM in Mr. Gove. Why  
18 wasn't he available or able to approve these  
19 expenditures versus taking trustees and pushing them  
20 into management roles?  
21 Thank you.  
22 MR. DOBLER: This is Cliff Dobler again.  
23 Being the historian I am, I'm just talking  
24 about this augmentation of the budget, and I would  
25 think that maybe if I give it to Tonking, we can get

70

1 are not at their job, off in some other state doing  
2 something else other than working for our district.  
3 We have a lot of problems. We have a lot  
4 of morality problems within the District, a lot of  
5 things happening here that shouldn't be happening.  
6 These credit cards haven't been reconciled, the  
7 books haven't been reconciled. It's our money, it  
8 belongs to our district. How much would we really  
9 be paying for things here if we did it right? How  
10 much would it cost us to use our facilities if we  
11 did it right? A hell of a lot less, I can tell you  
12 that right now.  
13 But we have special interests that are  
14 worried about protecting what they've been taking  
15 from us for years. If we allow these candidates to  
16 come in and continue the special interests, we're  
17 going to be right back where we started, and this  
18 will continue on for another five years. But in the  
19 meantime, we're probably going to lose an awful lot  
20 of money. We've already lost a lot of respect.  
21 People don't respect Incline any longer, they think  
22 it's a joke.  
23 So, my suggestion is, it's not rocket  
24 science, you can fix all this very easily. Get the  
25 right people and get busy.

72

1 it on the agenda and start taking care of some of  
2 this stuff that is easy to take care of.  
3 Now, the general fund has 4,530,972 bucks,  
4 that's at the end of this fiscal year, so we got  
5 plenty of money to turn around and augment the  
6 budget for the 250 grand. But also we gotta deal  
7 with the carryovers, which requires an augmentation,  
8 and also we gotta take care of that loan from the  
9 general fund to the internal services fund.  
10 You actually violated the law there, and  
11 you ought to get that cleaned up. It's pretty  
12 simple to do, just have a -- draw it up and have a  
13 meeting on it, approve it, and get it done.  
14 And then the last thing I think is  
15 interesting is also if you're going to restrict  
16 assets in the net position or restrict capital  
17 projects, you need to have a board approval on that.  
18 For some god-awful reason, he just turned around and  
19 decided that all capital projects that were carried  
20 forward were restricted assets.  
21 This can be cleaned up pretty rapidly.  
22 And I'd like to see, maybe, you guys do something  
23 constructive because, you know, Magee was a bum, and  
24 this is what you get for it. Okay?  
25 Thanks.

1 MR. BELOTE: That was our last public  
2 comment in the queue.

3 CHAIR SCHMITZ: Thank you.

4 H. ADJOURNMENT

5 CHAIR SCHMITZ: We will adjourn the  
6 meeting at 7:36 p.m. Thank you.

7 (Meeting ended at 7:36 p.m.)  
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1 STATE OF NEVADA )  
2 COUNTY OF WASHOE ) ss.  
3

4 I, BRANDI ANN VIANNEY SMITH, do hereby  
5 certify:

6 That I was present on August 20, 2024, at  
7 the of the Board of Trustees Special Meeting public  
8 meeting, via Zoom, and took stenotype notes of the  
9 proceedings entitled herein, and thereafter  
10 transcribed the same into typewriting as herein  
11 appears.

12 That the foregoing transcript is a full,  
13 true, and correct transcription of my stenotype  
14 notes of said proceedings consisting of 74 pages,  
15 inclusive.

16 DATED: At Reno, Nevada, this 6th day of  
17 September, 2024.

18  
19 /s/ Brandi Ann Vianney Smith  
20

21 BRANDI ANN VIANNEY SMITH  
22  
23  
24  
25

# INVOICE

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

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

775-832-1218  
AP@ivgid.org

**Invoice Number:** IVGID 50/51

**Invoice Date:** September 6, 2024

**Payment Due:** September 20, 2024

**Amount Due (USD): \$1,154.00**

Items	Quantity	Price	Amount
<b>Base fee</b> August 20, 2024 CIC and BOT special meeting	1	\$350.00	\$350.00
<b>Per page fee</b> August 20, 2024 CIC meeting	62	\$6.00	\$372.00
<b>Per page fee</b> August 20, 2024 BOT special meeting	72	\$6.00	\$432.00
<b>Total:</b>			\$1,154.00
<b>Amount Due (USD):</b>			<b>\$1,154.00</b>

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL AUGUST 20, 2024  
MEETING – AGENDA ITEM C – PUBLIC COMMENT – STAFF'S  
EXPENDITURE OF MORE ON THEMSELVES THAN BUDGETED  
FOR ALLEGED EMPLOYEE RECRUITMENT AND RETENTION**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District. This time it's General Manager ("GM") Bobby Magee's secret employee appreciation BBQ costing more than that budgeted therefore. And that's the purpose of this written statement.

**My August 19, 2024 E-Mail to The Board<sup>2</sup>:** On August 19, 2024 I sent the Board an e-mail wherein I objected to GM Magee having wasted nearly \$25K on a secret employee appreciation dinner/party. And given I wanted to learn whether these sums had been budgeted by the IVGID Board, I made a Public Records Request to learn the particulars of all sums budgeted by the Board for employee recruitment and retention, and all such sums actually delivered and expended. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "A."

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated staff get replaced by even more unqualified, more incompetent and more over compensated staff. And look at the results. No effort to eliminate wasteful expenditures like the one the subject of this written statement not having anything directly to do with furnishing facilities for public recreation and utilities. And staff's consistent expenditure of public moneys on this endeavor when they know it hasn't been budgeted by the Board. Does staff think the Board is too dumb to know what it is doing? Unfortunately the answer is yes, and they're probably right about it! As I've pointed out so many times before, these are all the red flags of a criminal syndicate<sup>3</sup>. And you wonder why your Recreation ("RFF") and Beach ("BFF") Facility Fees continue as involuntary subsidies, and they are as high as they are?

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed;

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

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

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

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

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

## **EXHIBIT "A"**



## August 20, 2024 IVGID BOT Meeting - Agenda Item C - Public Comment - Evidence Your Wonderful Staff Spent More on Themselves Than the Board Budgeted For 2023-24 - Fw: PRR 24-98

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**From:** <s4s@ix.netcom.com>  
**To:** "Schmitz Sara" <schmitz\_trustee@ivgid.org>  
**Cc:** "Dent Matthew" <dent\_trustee@ivgid.org>, "Tonking Michaela" <tonking\_trustee@ivgid.org>, "Noble Dave" <noble\_trustee@ivgid.org>, "Tulloch Ray" <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>, "Mick" <homan4ivgid@gmail.com>, "Michelle" <jezycki4ivgid@gmail.com>, "Swenson Harry" <harry.tahoe.swenson@gmail.com>  
**Subject:** August 20, 2024 IVGID BOT Meeting - Agenda Item C - Public Comment - Evidence Your Wonderful Staff Spent More on Themselves Than the Board Budgeted For 2023-24 - Fw: PRR 24-98  
**Date:** Aug 19, 2024 12:29 PM  
**Attachments:** 8.15.24 PRR 24-98.pdf

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Chairperson Schmitz, Other Honorable Members of the IVGID Board, and trustee candidates Mick, Michelle and Swenson:

It just doesn't end. It's essentially everything these people do. It's dirty as hell and yet there is no consequence to the offending employees. And as my friend DJ Kahled would say, "here's another one." Are you reading trustee candidates? Are you grasping the extent of the problems you're setting yourselves up for?

And here, it's Bobby Magee's nearly \$25K employee appreciation BBQ. Yahoo!

You will recall some of us learned of this totally inappropriate expenditure of close to \$25K via Mr. Magee's home boy and fellow pit master from Azusa. When I examined the written records evidencing the same, I discovered that our honest staff assigned chart of account object code #7350 to this expenditure; employee recruitment and retention.

So stupid me wanted to learn where this wasteful expenditure had been budgeted. So I made the public records request noted below. And today I got the answer. Which is attached to this e-mail for all of you to examine for yourselves.

There you can see what was budgeted for this object code, system wide, as well as what was spent. Insofar as our GM is concerned:

General Fund GM - \$0.  
Total - \$0.

And how much was spent? \$24,000 (I assume this \$24K is the nearly \$24K spent on Mr. Magee's BBQ). That's \$24,000 over budget.

Okay, let's look at all General Fund expenditures:

General Fund budgeted (for employee recruitment and retention? Are you for real?) - \$45,728.  
General Fund total actually expended - \$59,938.  
Overspent - \$14,210.

In other words, at the very least, Mr. Magee wasted at least \$14,210 more than this Board budgeted for employee

recruitment and retention. So as my other good friend Hulk Hogan would say, "whatca gonna do (about this) brother?"

Oh I know Michela's answer: "it's water under the bridge."

Well it may be water under her bridge. BUT NOT MINE. I demand our wonderful employees refund to we local parcel owners the unbudgeted \$14,210 we involuntarily funded for their BBQ which was in excess of what you Board members budgeted. I don't know what you Board members call this conduct, but I call it THEFT.

And you want to give Mr. Magee another \$24K of our Rec Fee as "hush money?" What's wrong with you people.

Respectfully, Aaron Katz

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

From: Info IVGID <InfoAtIVGID@ivgid.org>

Sent: Aug 19, 2024 11:22 AM

To: s4s@ix.netcom.com <s4s@ix.netcom.com>, Erin Feore <ekf@ivgid.org>

Cc: Info IVGID <InfoAtIVGID@ivgid.org>

Subject: PRR 24-98

Thank you for your recent request PRA No. 24-98

The District is committed to making reasonable efforts to focus all requests in a manner that maximizes the likelihood of expeditious disclosure. We have provided all records responsive to your request  
All records have been released, and your request has been fulfilled.

The following information is provided:

Tyler-Munis Report on object 3750

Heidi H. White

District Clerk

Incline Village General Improvement District  
893 Southwood Blvd., Incline Village, NV 89451  
Cell: 775-558-9500 hhw@ivgid.org

Email: info@ivgid.org  
Office: (775)832-1268  
Cell: (775)558-9500

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

From: s4s@ix.netcom.com

Sent: Wednesday, July 31, 2024 7:18 AM

To: Erin Feore

Cc: Heidi White ; Info IVGID

Subject: From Aaron Katz

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

Hello Erin -

Please help me with an employee related expense.

The District's chart of accounts lists object code #7350 for employee recruitment and retention. Since you're the Director of HR, can you please share with me the amount budgeted in the 2023-24 General Fund for object code #7350? As well as amounts actually expended and/or incurred and not yet paid for object code #7350 in the General Fund. This detail is not included in the budget materials shared with the public, and as you know, open.gov is not operational.

If you're going to pull the public records card on me (which I hope you won't), I am requesting examination of District financial records for 2023-24 which evidence:

1. The amount budgeted as an expense for object code #7350 in the General Fund; and,
2. The amounts actually expended and/or incurred and not yet paid for object code #7350 in the General Fund.

Thank you for your cooperation. Aaron Katz

## **EXHIBIT “B”**

Organization	Row Labels	OBJECT	DESC	Revised Budget	Actual	Encumbrance	Remaining Budget
Gen Fund Gen Gov Admin	10001099	7350	Employee Recruit & Retain	1,000	-	-	1,000
Gen Fund Exec Gen Manager	10001110	7350	Employee Recruit & Retain	-	24,000	-	(24,000)
Gen Fund Finance Accounting	10001212	7350	Employee Recruit & Retain	3,000	4,591	-	(1,591)
Gen Fund Finance Inform Services	10001213	7350	Employee Recruit & Retain	2,700	-	-	2,700
Gen Fund Finance Risk Management	10001214	7350	Employee Recruit & Retain	300	600	-	(300)
Gen Fund Personnel Human Resources	10001315	7350	Employee Recruit & Retain	26,928	26,546	-	382
Gen Fund Personnel Hlth & Wellness	10001316	7350	Employee Recruit & Retain	10,300	4,123	-	6,177
Parks Services	10004378	7350	Employee Recruit & Retain	1,500	77	-	1,423
<b>Grand Total</b>				<b>45,728</b>	<b>59,938</b>	<b>-</b>	<b>(14,210)</b>

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL AUGUST 20, 2024  
MEETING – AGENDA ITEM E(2) – ENTRANCE INTO A POSSIBLE  
SEPARATION AGREEMENT WITH GENERAL MANAGER  
("GM") BOBBY MAGEE**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District. This time it's a proposed separation agreement with GM Bobby Magee, after only a handful of months on the job, and Mr. Magee's decision to terminate his employ. And that's the purpose of this written statement.

**My August 15, 2024 E-Mail to The Board<sup>2</sup>:** On August 15, 2024 I sent the Board an e-mail wherein I objected to entering into the proposed separation agreement with GM Magee, especially wherein we've agreed to pay him nearly \$24,000 in "hush money" for his decision to terminate his employ with the District. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "A."

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated staff get replaced by even more unqualified, more incompetent and more over compensated staff. And look at the results. No effort to eliminate wasteful expenditures like the one the subject of this written statement not having anything directly to do with furnishing facilities for public recreation and utilities. As I've pointed out so many times before, these are all the red flags of a criminal syndicate<sup>3</sup>. And you wonder why your Recreation ("RFF") and Beach ("BFF") Facility Fees continue as involuntary subsidies, and they are as high as they are?

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees...district is not complying with the provisions of...any other law;" when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or

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

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

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

dissolution of the district...(c) file a petition in the district court for the county in which the district is located for the appointment of a receiver for the district; or, (d) determine by resolution that management and organization of the district will remain unchanged?" Don't you think the time has come to become fiscally responsible and for the county to assume supervision over the district?

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

**EXHIBIT "A"**



## Aug 20, 2024 IVGID BOT Meeting - Agenda Item E(2) - Proposed Separation Agreement With Bobby Magee

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**From:** <s4s@ix.netcom.com>  
**To:** "Schmitz Sara" <schmitz\_trustee@ivgid.org>  
**Cc:** "Dent Matthew" <dent\_trustee@ivgid.org>, "Tonking Michaela" <tonking\_trustee@ivgid.org>, "Tulloch Ray" <tulloch\_trustee@ivgid.org>, "Noble Dave" <noble\_trustee@ivgid.org>, "Homan Mick" <homan\_audit@ivgid.org>, "Michelle" <jezycki4ivgid@gmail.com>, "harry" <harryswenson4ivgidtrustee@gmail.com>  
**Subject:** Aug 20, 2024 IVGID BOT Meeting - Agenda Item E(2) - Proposed Separation Agreement With Bobby Magee  
**Date:** Aug 15, 2024 5:01 PM

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Chairperson Schmitz, other Honorable Members of the IVGID Board, and Trustee candidates Mick, Michelle and Harry:

Can it really get any worse? Yes it can! And here's the evidence.

So Bobby Magee initiated termination of his employ with the District after only a couple of months on the job, and after learning what terrible shape the District really is in. Yes he knew it was bad before he agreed to become our GM. But he didn't know it was and is as bad as it is! So he's bailing!

So to add insult to injury, this proposed severance agreement is being proposed? We're told that "until the Separation Date (August 21, 2024), Employee (Mr. Magee) shall be placed on unpaid administrative leave effective August 21, 2024, and (he) shall not be required to perform the duties of General Manager of the District."

Unpaid administrative leave?

Who's idea was this one?

And now I see we're actually paying Mr. Magee \$24K in severance fees [see paragraph 2(A)]? And he was and is the one electing to sever? Because he has no right to demand the same under his existing employment agreement with the District, let's circumvent this little tidbit and call it "unpaid administrative leave."

Are you people crazy?

Yes you are!

Let's continue with an analysis of this separation agreement. Paragraph 8(B). "Employee agrees not to disparage the honesty, integrity, ethics, or professional competence and reputation of IVGID, its Trustees, employees, agents, or legal representatives on any matter related to his employment and this separation." To those of you not schooled in the ways of the world, let me translate this language for you.

HUSH MONEY!

That's right. We're paying Mr. Magee hush money to keep his mouth shut insofar as the truth is concerned. And then impliedly representing that the District, its trustees, and wonderful employees are honest, exhibit integrity and ethics, and are professionally competent!

Four more questions.

1. Who instructed Sergio to prepare this agreement?
2. How much has he billed the District above and beyond Mr. Magee's severance pay? After all isn't it Sergio who drafted the following language at paragraph 9: "Each Party shall bear the Party's own associated costs of preparing this Agreement, including attorneys' fees."
3. Please tell me why this matter is on the calendar for the 20th? Doesn't Mr. Magee have discretion to enter into a contract like this one without Board approval? After all, it's under his spending authority.
4. If I agree in writing to "not...disparage the honesty, integrity, ethics, or professional competence and reputation of IVGID, its Trustees, employees, agents, or legal representatives on any matter related to" IVGID, can I get \$25K? What about Frank. Can he get \$25K? What about any member of one of our private golf clubs who comes to a public meeting and is critical of the District? Can these people get \$25K each? Do you remember the song "it's raining men?" Well now I want to know if it's raining checks for \$25K?

So there you have it.

First Mr. Magee hires his buddy from Victorville, CA., Adam Cripps, to be our Ass't Finance Director.

Then Mr. Magee allows Mr. Cripps to take a voluntary leave of absence for an undisclosed period of time after only a couple of months on the job. And staff won't disclose whether he is being paid. Or whether it's really another way of calling his exist from the District "administrative leave."

Then Mr. Magee hires is pit master buddy from Victorville, Jesse "James" Colette, for a secret \$25K employee appreciation BBQ. When asked why he figuratively stole nearly \$25K from IVGID, word has it Jesse responded "because that's where the money is."

Then Mr. Magee hires another one of his buddies from Victorville, Chris Sarten, to perform a nearly \$25K F&B study. When asked why he figuratively stole nearly \$25K from IVGID, word has it Chris responded "because that's where the money is."

And now when asked why he figuratively is stealing nearly \$25K from IVGID, word has it Bobby Magee has responded "because that's where the money is."

I just love the balance of paragraph 9 of the agreement: "This Agreement shall be deemed to have been jointly drafted by the Parties." So who do you think is the negotiating guru, and who is getting fleeced? Bueller? Bueller?

What are the common elements here?

1. These guys all come from the Victorville area of CA.
2. These guys are all buddies of Bobby Magee.
3. These guys have all figuratively stole money from IVGID under the guise of "whatever."
4. And the amounts each of these guys have secured are roughly \$25K.

Let me return to my question how much Sergio is charging us for his preparation of the subject separation agreement? If it isn't \$25K, there's something wrong with you Sergio. Don't you see the District's sweet spot is \$25K?

Let me return to Mr. Cripps and how much he's being paid for going on a "leave of absence?" If it isn't \$25K, there's something wrong with you Mr. Cripps. Don't you see the District's sweet spot is \$25K?

As my friend DJ Kahled says, "here's another one." As my friend Mike Abel says, "you can't make this stuff up." And as I say,

Now you know what your Rec Fee pays for - vital central service costs which reimburse the General Fund.

To say all of this is further evidence that the District is NOT BEING PROPERLY MANAGED, is an understatement.

If any trustee votes in favor of this travesty, he/she deserves to be fired. On the spot!

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL AUGUST 20, 2024  
MEETING – AGENDA ITEM E(1) – POSSIBLE REQUEST FOR PROPOSAL  
("RFP") FOR MANAGEMENT CONSULTATION SERVICES**

**Introduction:** Well here's yet "another one" as my friend DJ Khaled would say<sup>1</sup>. More evidence of staff incompetence, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District. This time it's Trustee Noble's bright idea to put out a RFP for management consultation services associated with our search for a new General Manager ("GM"). And that's the purpose of this written statement.

**Look at The Proposed RFP:** And my suggestions insofar as how to deal with them.

- "Utilizing previously provided consultant reports\*, provide recommended action plan to implement solutions to address deficiencies and/or operational improvements."

Translation: Get rid of the fat and start running this place like a successful business. Or go out of business. Isn't that what our previously provided consultant reports recommend?

- "Working with Senior Leadership Team, create and submit to Board for approval a three to five year Districtwide Strategic Plan, for utility, recreational, hospitality related operations. This plan must include an overview of District services and resources and should provide all stakeholders with a summary of anticipated goals."

Translation: Here's the plan. Get rid of the fat and start running this place like a successful business. Or go out of business. Don't need another consultant to tell us what we already know!

- "Review current District service and supplies contracting practices; implement improvements in processes to ensure continued compliance with Federal, State and local laws."

Translation: Start hiring competent personnel. Our bottom of the barrel staff is part of what plagues us. Don't need another consultant to tell us what we already know!

- "Evaluate current rates of services to ensure financial sustainability, and ensure programs and services are provided to the public at quality levels within Board-approved budget."

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

Translation: Share the realities of the real world. And if the Board is faced with the reality that these various commercial business enterprises can't operate on a revenue neutral basis, maybe it will start to understand the only solution is to divest. Don't need another consultant to tell us what we already know!

- "Evaluate current marketing processes and analytics to develop strong strategies to improve District and customer engagement and build strategic communication plans."

Translation: This sounds like Paul Raymore speak. I would think you know quite a bit about marketing. Do you think you need to hire another consultant to tell you what you already know? How stupid!

- "Create strategy to implement management best practices."

A) Don't lose money stupid! Don't need another consultant to tell us what we already know!

- "Following extensive review of District policies and procedures, makes recommendations for improvement or efficiency purposes to the Board; if approved, provides continued training and communication with staff to ensure continued compliance Districtwide."

Translation: IMO, these people don't know what we really are. And what our powers really are. Whoever came up with this RFP is stupid. We're supposed to hire a management consultant firm to look at all of our policies and procedures to recommend modifications? Didn't Moss Adams already do this? And besides, why do we have so many policies and procedures? We're not a county, city or unincorporated town. We don't have general powers. We don't have the ability to pass laws. Nor to fine people. Nor to prosecute people. We're the equivalent of a mosquito district. Do mosquito districts make law? Or pass policies and procedures? Or adopt strategic plans? Or spew propaganda like our financial reporting is "transparent?" Or come up with cute phrases like "one division, one team? Stop trying to be something we're not, and return us to basics!

**My First August 16, 2024 E-Mail to The Board<sup>2</sup>:** On August 16, 2024 I sent the Board an e-mail wherein I observed that since a RFP had been referred to yet not prepared and was going to be included in the Board packet, the District was not complying with Policy requiring the inclusion of all relevant materials pertaining to agenda items being included in the packet of those materials a minimum of one-week prior to a Board meeting. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "A."

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

**My Second August 16, 2024 E-Mail to The Board<sup>3</sup>:** On August 16, 2024 I sent the Board a second follow up e-mail wherein I observed that now that a RFP had been prepared and was going to be included in the Board packet, the District was not complying with Policy requiring the inclusion of all relevant materials pertaining to agenda items being included in the packet of those materials a minimum of one-week prior to a Board meeting. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "B."

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated staff get replaced by even more unqualified, more incompetent and more over compensated staff. And look at the results. No effort to eliminate wasteful expenditures like the one the subject of this written statement not having anything directly to do with furnishing facilities for public recreation and utilities. As I've pointed out so many times before, these are all the red flags of a criminal syndicate<sup>4</sup>. And you wonder why your Recreation ("RFF") and Beach ("BFF") Facility Fees continue as involuntary subsidies, and they are as high as they are?

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

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

---

<sup>3</sup> That e-mail is attached as Exhibit "B" to this written statement.

<sup>4</sup> NRS 207.370 instructs that "criminal syndicate means any combination of persons, so structured that the organization will continue its operation even if individual members enter or leave the organization, which engages in or has the purpose of engaging in racketeering activit(ies)."

## **EXHIBIT "A"**

## Aug 20, 2024 Special IVGID BOT Meeting - Agenda Item E(1) - Discuss/Review/Possibly Approve Undisclosed RFP For Management Services

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**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, <bma@ivgid.org>, Mick <homan4ivgid@gmail.com>, Michelle <jezycki4ivgid@gmail.com>, harry <harryswenson4ivgidtrustee@gmail.com>  
**Subject:** Aug 20, 2024 Special IVGID BOT Meeting - Agenda Item E(1) - Discuss/Review/Possibly Approve Undisclosed RFP For Management Services  
**Date:** Aug 16, 2024 9:36 AM

---

Chairperson Schmitz, other Honorable members of the IVGID Board, and trustee candidates Mick, Michelle and Harry -

You people and your wonderful staff are really quite a piece of work.

Here you have agendized review, discussion, and possible approval of a RFP for management services. Yet your wonderful staff have neglected to include the proposed RFP subject to review. Are you people crazy? You're really only barely capable of functioning and require the expertise of the community insofar as nearly everything you do. But now you want to exclude the public from participating in the process of attempting to attract management services? Unbelievable!

We are told that "following direction from the Board of Trustees at the August 6, 2024 Board of Trustees meeting, Director of Human Resources Feore and Trustee Noble worked together to produce a formal Request for Proposals document for management services firms." Okay. Where is it? What exactly are we seeking proposals for? Where is the alleged expertise of Trustee Noble on display for the community to evaluate? He gives us this aura of competence, yet in the real world, we've seen very little evidence. This was going to be one of our few opportunities to evaluate up front and personal. And instead, Bueller? Bueller?

You'd know this one Trustee Noble. Wouldn't you? Doesn't Board Policy 3.1.0.4 instruct that "**no matter shall be heard or acted upon without all accurate and relevant materials being published with the initial publication of the Board Packet?**" And that "if materials are...missing, **the agenda item will be deferred?**"

So you tell me. Isn't this proposed RFP "relevant material" that should have been included in the Board packet of materials? Since it is and it has not been published, why would you have a problem **DOING WHAT THE POLICY STATES?** That is, **REMOVAL of this agenda item from the calendar for this meeting and re-notice it** when you've published a complete and accurate packet of relevant materials!

Oh. Here's a P.S. for you. You really, really, really think you're going to receive any credible responses to your RFP? Didn't Erin Feore tell us she reached out to five management firms begging for a proposal, and she was only able to secure one from Troon? And then how did the Board treat Troon? Does anyone think they're going to be willing to come back for more abuse? Does anyone really think there are management firms out there who are interested in taking over management? If so, why didn't Erin Feore contact them last go around?

And here's another one for you. Does anyone really think that ANY management firm is going to be acceptable to the haters in our community? Because they will terminate the employ of so many of our



incompetent employees. So why are you wasting your time going through this useless process? Like I said, Bueller? Bueller?

You really call yourselves competent? I disagree. This behavior is further evidence that you people are not capable of properly managing the District. When are you going to face reality and do what you really need to do for the benefit of our community? NOTIFY THE COUNTY pursuant to NRS 318.515!

Respectfully, Aaron Katz

## **EXHIBIT “B”**

## August 20, 2024 IVGID Special BOT Meeting - Agenda Item E(1) - Review/Discuss/Possibly Approve RFP For Management - P.S.

---

**From:** <s4s@ix.netcom.com>  
**To:** Heidi White <hhw@ivgid.org>, Info IVGID <InfoAtIVGID@ivgid.org>  
**Cc:** Schmitz Sara <schmitz\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Dent Matthew <dent\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>, Mick <homan4ivgid@gmail.com>, Michelle <jezycki4ivgid@gmail.com>, harry <harryswenson4ivgidtrustee@gmail.com>  
**Subject:** August 20, 2024 IVGID Special BOT Meeting - Agenda Item E(1) - Review/Discuss/Possibly Approve RFP For Management - P.S.  
**Date:** Aug 16, 2024 3:47 PM

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Thank you Heidi -

So do I have to quote the balance of material language in Policy 3.1.0? It says: "Delayed and/or supplemental materials **shall defer an agenda item.**" So again I request this agenda item be deferred to another date. Isn't that what Policy 3.1.0 instructs?

If you Board members aren't going to adhere to Policies you/your predecessors have adopted, **why are they here?** Just eliminate all of them!

If your wonderful staff can't prepare a packet of Board meeting materials in a timely manner, and they are "making all reasonable efforts to provide a complete and well drafted RFP and that the information is provided professionally and accurately," then why the hell is staff noticing Board meetings prematurely? And why are you Board members putting up with this unprofessional behavior?

Oh. Let me quote some more from Policy 3.1.0. "The agenda and Board Packet materials shall be posted on the District's website **one calendar week prior to the meeting.**" Has this been done Heidi? Why not? And rather than my listening to staff's many excuses, why are meetings which provide less than this required notice being set and publicized?

These are the rules! If you can't adhere to them, then go work for Brad Johnson.

Respectfully, Aaron Katz

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

**From:** Heidi White <hhw@ivgid.org>  
**Sent:** Aug 16, 2024 1:14 PM  
**To:** Info IVGID <InfoAtIVGID@ivgid.org>  
**Cc:** Sergio Rudin (Sergio.Rudin@bbklaw.com) <Sergio.Rudin@bbklaw.com>  
**Subject:** 2024-0820 Board of Trustees Agenda Packet is Printed and Available for Pick - up

Good Afternoon

Please review the attached Supplemental Material for Board of Trustees Special Meeting on August 20, 2024. I will have this Supplemental Material printed and available for you and available at the meeting on Tuesday Next Week. If you would like to pick-up a physical copy before the meeting please let me know and I will make them available for you on Monday Morning 08/19. The Attached document will also be available on the District Website shortly.

Thank you and have a wonderful day.

Respectfully,

Heidi H. White  
 District Clerk

Incline Village General Improvement District  
893 Southwood Blvd., Incline Village, NV 89451  
Cell: 775-558-9500 [hhw@ivgid.org](mailto:hhw@ivgid.org)

Email: [hhw@ivgid.org](mailto:hhw@ivgid.org)  
Office: (775)832-1268  
Cell: (775)558-9500

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

From: Heidi White <[hhw@ivgid.org](mailto:hhw@ivgid.org)>  
Sent: Aug 16, 2024 10:20 AM  
To: Info IVGID <[InfoAtIVGID@ivgid.org](mailto:InfoAtIVGID@ivgid.org)>  
Cc: Sergio Rudin (Sergio.Rudin@bbklaw.com) <[Sergio.Rudin@bbklaw.com](mailto:Sergio.Rudin@bbklaw.com)>  
Subject: 2024-0820 Board of Trustees Agenda Packet is Printed and Available for Pick - up

Good Morning Mr.Katz, and Honorable Board of Trustees (By Bcc),

District Staff is making all reasonable efforts to provide a complete and well drafted RFP and that the information is provided professionally and accurately. Once the document is complete, and turned in as Supplemental Material for the Agenda, I will provide it to the Board and post it for distribution.

Thank you, and have a wonderful day!

Respectfully,

Heidi H. White  
District Clerk

Incline Village General Improvement District  
893 Southwood Blvd., Incline Village, NV 89451  
Cell: 775-558-9500 [hhw@ivgid.org](mailto:hhw@ivgid.org)

Email: [hhw@ivgid.org](mailto:hhw@ivgid.org)  
Office: (775)832-1268  
Cell: (775)558-9500

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

From: <[s4s@ix.netcom.com](mailto:s4s@ix.netcom.com)>  
Sent: Aug 16, 2024 9:41 AM  
To: Heidi White <[hhw@ivgid.org](mailto:hhw@ivgid.org)>, Info IVGID <[InfoAtIVGID@ivgid.org](mailto:InfoAtIVGID@ivgid.org)>  
Cc: Schmitz Sara <[schmitz\\_trustee@ivgid.org](mailto:schmitz_trustee@ivgid.org)>, Tonking Michaela <[tonking\\_trustee@ivgid.org](mailto:tonking_trustee@ivgid.org)>, Dent Matthew <[dent\\_trustee@ivgid.org](mailto:dent_trustee@ivgid.org)>, Noble Dave <[noble\\_trustee@ivgid.org](mailto:noble_trustee@ivgid.org)>, Tulloch Ray <[tulloch\\_trustee@ivgid.org](mailto:tulloch_trustee@ivgid.org)>, <[bma@ivgid.org](mailto:bma@ivgid.org)>, Mick <[homan4ivgid@gmail.com](mailto:homan4ivgid@gmail.com)>, Michelle <[jezycki4ivgid@gmail.com](mailto:jezycki4ivgid@gmail.com)>, harry <[harryswenson4ivgidtrustee@gmail.com](mailto:harryswenson4ivgidtrustee@gmail.com)>  
Subject: Re: 2024-0820 Board of Trustees Agenda Packet is Printed and Available for Pick - up

Hi Heidi -

Where's the proposed RFP Ms. Feore is asking the Board to review and possibly approve [agenda item E(1)]? I would like to see it. So would members of the BOT I imagine. Can you please send it to me? Or are you going to make me do a formal public records request? So I can examine the same well after the upcoming BOT meeting?

BTW, has that proposed RFP been shared with Board members? If so when? And if so why wasn't I provided with a copy at the same time as NRS 241 mandates?

Thank you, Aaron

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

From: Heidi White <hwh@ivgid.org>

Sent: Aug 15, 2024 3:50 PM

To: Info IVGID <InfoAtIVGID@ivgid.org>

Cc: Sergio Rudin (Sergio.Rudin@bbklaw.com) <Sergio.Rudin@bbklaw.com>

Subject: 2024-0820 Board of Trustees Agenda Packet is Printed and Available for Pick - up

Good Afternoon

The Special Agenda Packet for the Board of Trustees Meeting on August 20, 2024. It is printed and available for pick-up at the Administrative Building.

It is also available for you electronically through the Portal found here.

The Agenda Packet will be available on the District Website shortly.

Thank you and have a wonderful weekend.

Attachments:

[2024\\_0820\\_BOT\\_Special\\_Agenda\\_Packet](#)

1  
2 INCLINE VILLAGE  
3 GENERAL IMPROVEMENT DISTRICT  
4 BOARD OF TRUSTEES  
5  
6  
7  
8  
9 TRANSCRIPT OF HEARING  
10 PUBLIC MEETING  
11 Live and Via Zoom  
12  
13 Held at the Boardroom  
14 893 Southwood Boulevard  
15 Incline Village, Nevada  
16  
17 Wednesday, August 28, 2024  
18  
19  
20  
21  
22  
23  
24 Reported by: Brandi Ann Vianney Smith  
25 Job Number: IVGID 52

1 APPEARANCES  
2  
3 **BOARD MEMBERS PRESENT**  
4 SARA SCHMITZ, CHAIR (via Zoom)  
5 MATTHEW DENT, VICE CHAIR  
6 MICHAELA TONKING, SECRETARY  
7 RAY TULLOCH, TREASURER  
8 DAVE NOBLE, MEMBER  
9  
10  
11 **ALSO PRESENT**  
12 SERGIO RUDIN, LEGAL COUNSEL  
13 HEIDI WHITE, DISTRICT CLERK  
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1 INDEX 3  
2 PAGE  
3 A. PLEDGE OF ALLEGIANCE 4  
4 B. ROLL CALL OF TRUSTEES 4  
5 C. INITIAL PUBLIC COMMENTS 5  
6 D. APPROVAL OF AGENDA 34  
7 E. REPORTS TO THE BOARD  
8 E 1. Forensic Due Diligence Report 45  
9 E 2. Defensible Space 46  
10 E 3. Water and Sewer CIP Analysis 48  
11 E 4. Treasurer's Report 51  
12 E 5. Picture Pass and Punch Card Report 63  
13 F. CONSENT CALENDAR  
14 F 1. Burnt Cedar Water Disinfection 69  
15 Inspection  
16 F 4. SR28 Mill and Overlay Project 69  
17 G. GENERAL BUSINESS  
18 G 1. Ordinance 7 69  
19 G 2. Director of Finance Recruitment  
20 G 3. Management Firms RFP 81  
21 G 4. RubinBrown Report 121  
22 G 5. Sole Source Procurement of Water 128  
23 G 6. Purchase of Three Trucks 130  
24 G 7. PistenBully Snow Grooming Vehicle 134  
25 G 10. Alder Avenue Water Main  
Replacement Project 137  
G 11. Public Works Billing Software  
Replacement 140  
I. LONG RANGE CALENDAR 144  
J. BOARD OF TRUSTEES UPDATE 144  
K. FINAL PUBLIC COMMENT 145  
L. ADJOURNMENT 147

1 Incline Village, Nevada - 8/28/2024 - 6:00 P.M. 4  
2 -o0o-  
3  
4  
5 TRUSTEE DENT: I'd like to call the  
6 regular meeting of Incline Village General  
7 Improvement District meeting to order. It is 6:00  
8 p.m. We're located at 893 Southwood Boulevard. We  
9 will start with item A, Pledge of Allegiance.  
10 A. PLEDGE OF ALLEGIANCE  
11 (Pledge of Allegiance.)  
12 TRUSTEE DENT: Thank you for that.  
13 Item B, roll call of the trustees. I will start  
14 with Trustee Noble.  
15 B. ROLL CALL OF TRUSTEES  
16 TRUSTEE NOBLE: Here.  
17 TRUSTEE DENT: Trustee Tulloch?  
18 TRUSTEE TULLOCH: Here.  
19 TRUSTEE DENT: Trustee Tonking?  
20 TRUSTEE TONKING: Here.  
21 TRUSTEE DENT: Trustee Schmitz?  
22 CHAIR SCHMITZ: Here.  
23 TRUSTEE DENT: And I'm Trustee Dent. All  
24 five of us are present. Moving on to item C,  
25 initial public comment.

5

1 C. INITIAL PUBLIC COMMENT  
 2 MS. MILLER: Good evening, everyone.  
 3 With the urgent matters facing the  
 4 District, I believe the items for the pricing policy  
 5 and Ordinance 7 should be deferred. But in case you  
 6 choose to keep Ordinance 7 on the agenda, please set  
 7 up another citizen's committee to go over the needed  
 8 changes. The committee led, I think, in large part  
 9 by one of the other guests here tonight, Diana  
 10 Hershberg, I think she showed how much that citizen  
 11 input's needed. And the pricing policy should  
 12 certainly be a consideration for any new GM, knowing  
 13 they'll be expected to deal with our horrific  
 14 losses.  
 15 And I guess I must have been on vacation  
 16 the last time the ordinance was updated because I  
 17 noticed some things now that I definitely would  
 18 change. I thought we were supposed to get a report  
 19 back from staff about what was the impact of the  
 20 changes that were made, and I don't remember hearing  
 21 one, but maybe there was.  
 22 I really don't agree with some of the  
 23 provisions for penalizing Picture Pass holders when  
 24 if you violate one of IVGID's rules and you're just  
 25 passed through, there's no penalty for them, so why

6

1 would you punish the people who support the District  
 2 more than a person who is just here for a one-day  
 3 visit?  
 4 I also find it a waste of IVGID's  
 5 resources to get involved in disputes between  
 6 customers. There's county codes that deal with some  
 7 of the items. And now this addition of regulating  
 8 bad language. If you've ever rode a lift with  
 9 anyone under the age of 50, you've probably heard  
 10 hundreds of four-letter words every time you ride  
 11 the Crystal Peak chair. Is that chronic profanity?  
 12 And I hope our new acting director will forgive me,  
 13 but I'm sure I'd be called "Karen," if I filed an  
 14 incident report.  
 15 I think both items need to be greatly  
 16 simplified, and I think it has to do with the punch  
 17 cards and the discounts that they provide. If we  
 18 just had Picture Pass holders and we got a certain  
 19 percentage off the price across the boards, it would  
 20 be even, it would limit -- maybe an upper limit of  
 21 how much you can accrue in a year, but it would just  
 22 do away with so many of these ridiculous rules and  
 23 regulations for punch cards.  
 24 If we just charge a facility after the  
 25 voters approve a bond for new expanded or

7

1 replacement facilities, and then let the venue  
 2 managers figure out and set the user fees to balance  
 3 their budgets without a facility fee.  
 4 Thank you.  
 5 MR. KATZ: Good evening. Aaron Katz,  
 6 Incline Village. I have a number of written  
 7 statements to be included the minutes of the  
 8 meeting.  
 9 We all know the District is in trouble.  
 10 Its sustainability is in doubt. We're on the  
 11 Titanic sinking, and your staff is in denial.  
 12 Rather than dealing with our real problems, staff  
 13 are setting the sinking tables for dinner, like  
 14 modifications to Ordinance 7 and the Policy 6.01.  
 15 We're buying a couple of Public Works vehicles for a  
 16 new snow groomer. We have real problems. Get real  
 17 and deal with them.  
 18 When a trustee requests were going to  
 19 contact the county for help, you know we have a real  
 20 problem, and we do. We don't have a GM again,  
 21 there's no leadership in finance, there's no one in  
 22 golf. We have a puppet in Parks and Rec who  
 23 disingenuously is Susan Herron's mouthpiece. We  
 24 lack competence in Public Works. We have an  
 25 attorney who protects the bad guys versus the public

8

1 and charges us \$61,000 a month. Can it get any  
 2 worse? Good news, yes.  
 3 So, yesterday staff revealed a treasure's  
 4 report for June, and included therein are revenue  
 5 and expense summaries year to date for our various  
 6 funds. So stupid me starts examining them, and I  
 7 look in internal services and I see that staff has  
 8 spent 645,000 more than actuals realized. How can  
 9 this be given internal services has no reserves?  
 10 It means our general fund has made another  
 11 secret loan to internal services. And our wonderful  
 12 people in finance didn't even tell the Board about  
 13 it. Except the NRS instructs staff can't do this  
 14 without board action after a public hearing. And  
 15 it's an unlawful act, to go with everyone else.  
 16 Face the facts, we're not capable of  
 17 proper management. Stop trying to dig us out of the  
 18 black hole and return us to the county. It's the  
 19 only realistic alternative, otherwise this whole  
 20 place is going to dissolve.  
 21 Thank you.  
 22 MR. MEYER: Gordon Meyer, Incline Village,  
 23 Nevada.  
 24 I've been a resident here in Incline for  
 25 25 years, and I've seen so many changes go on, but

9

1 the worst changes have been over the last two,  
 2 three, four years.  
 3           The biggest concern I have is with the  
 4 continuing idea that we should outsource our  
 5 management of the facilities, our general manager,  
 6 and so on to an outsource firm who does not have the  
 7 experience to manage our water, our garbage, or  
 8 facilities by any stretch of imagination.  
 9           I don't know what the Board really wants  
 10 from this. I don't know why they are choosing to go  
 11 down to this path. If it saves us millions of  
 12 dollars, okay, fine. I don't believe that will be  
 13 the case. I'd like to have some kind of fiscal  
 14 understanding on why we're going down this path,  
 15 because I, myself, and many people in this town have  
 16 no clue why we're doing this or why you guys keep  
 17 going after it, and why you're doing it within a  
 18 three-week period for an RFP. To me, that's  
 19 absolutely ridiculous for something that's this  
 20 monumental.  
 21           And, of course, I don't have a written  
 22 statement, I always speak off the cuff, because  
 23 that's what -- I don't have time to write things up.  
 24           Anyway, that's my statement. And I know  
 25 there's so many other things -- and I know this is

10

1 coming at the end of the meeting and I stay for it,  
 2 but G 8 is what I'm most concerned about. And if  
 3 it's just to go ahead and use this outsourcing firm  
 4 as like a head hunting or a recruiting company to  
 5 find a general manager, okay, fine, but we also at  
 6 the last meeting last week, there were 24  
 7 applicants, some of course didn't qualify, but there  
 8 were some very good ones, supposedly.  
 9           I don't know why we're going down this  
 10 path, unless, again, it's saving the District  
 11 millions of dollars. It doesn't make sense. To me,  
 12 the outsource firm would ruin this community, and I  
 13 don't want to see it keep going down the drain.  
 14           Thank you.  
 15           MS. GURSKY: Hello. I'm back.  
 16           I want to apologize for referring to you  
 17 as a school board last time I was here. I guess my  
 18 32 years of teaching and working with school boards  
 19 was the reason that happened, so I apologize for  
 20 that.  
 21           I'm again reaching out to you because I  
 22 don't know how to be heard. What is the process for  
 23 making changes to Ordinance 7 so our family is not  
 24 punished because of the abuse of other people? Who  
 25 is reviewing Ordinance 7? How can my input be

11

1 considered?  
 2           As of now, I feel that my appeal has not  
 3 been recognized. Only one board member has replied  
 4 to my emails or reached out to me, and I thank you,  
 5 Michaela, for that. I also spoke to Karen just a  
 6 couple of days ago, and she was very great on the  
 7 telephone and really listened to my concerns. And I  
 8 feel like I do have somebody that has my back right  
 9 now.  
 10           I did approach Sara at the Conversation  
 11 Cafe a couple of weeks ago, and I was very  
 12 discouraged after talking to her. She stated that  
 13 decisions have been made and that the road is closed  
 14 for our family.  
 15           Please give me suggestions on how to reach  
 16 out to the person or the people who have influence  
 17 over Ordinance 7 rules. I know there will be a  
 18 public hearing in October, but proposals for changes  
 19 will have already been made. I wish that I could  
 20 have been able to dialogue with people that are  
 21 recommending the changes. It's very disappointing  
 22 that I was not given the opportunity to participate  
 23 in discussions.  
 24           And a little review, our grandkids, oldest  
 25 was 2 when we came into this community, she will be

12

1 21 in December, and every one single one of our  
 2 grandkids will be 18 and vote in the first  
 3 presidential election.  
 4           I don't have a problem with the five  
 5 Picture cards with the golf access. We've had this  
 6 the whole time we've been here, which is over  
 7 18 years, so this is not a problem. The problem  
 8 comes with the Picture Pass and the other Picture  
 9 cards that we can obtain, because the Picture cards  
 10 do not allow us to bring guests into the beach. So  
 11 if I'm staying at my house, here in Incline, I can't  
 12 walk down to the beach with my grandchild and get  
 13 her into the beach.  
 14           We can have -- so we have three of these  
 15 cards, and then we have two of the punch cards.  
 16 What I -- my suggestion is you take off no beach  
 17 access on these other cards that we have so that we  
 18 can pay for guests to come in. And I also suggest  
 19 that you look at your punch cards and think if  
 20 there's a way that they can be renewed, because they  
 21 can't be renewed now. And then if all else fails,  
 22 please have an appeals process. We're not all the  
 23 time here.  
 24           TRUSTEE DENT: Matt, do we need to reboot  
 25 the mics?



13

1 MR. BELOTE: If you would like to,  
 2 three to five minutes.

3 TRUSTEE DENT: Let's do that. We're going  
 4 to take a three-minute break while we reboot the mic  
 5 system.

6 (Recess from 6:13 p.m. to 6:17 p.m.)

7 TRUSTEE DENT: All right. Thank you guys  
 8 for that. We're going to resume our meeting with  
 9 public comment.

10 MR. WARNER: I guess I get to test the  
 11 mics. It's nice to see all of you. Good evening,  
 12 members of the Board of Trustees. My name is Ollie  
 13 Warner, and my family and I live full time in  
 14 Incline Village, and we're the owners of a 38-key  
 15 hotel, The Incline Lodge. Some of you have visited.  
 16 If you haven't, we'd love to you show you the space.

17 We have reviewed the draft changes to  
 18 Ordinance 7 that were issued this week, and have  
 19 some suggested language to the hotels and motels  
 20 section to ensure there's no violation of the Beach  
 21 Deed. The additional language simply reads, quote,  
 22 in a manner that would not limit access of the  
 23 beaches by hotel or motel occupants.

24 We have submitted a letter capturing these  
 25 changes to the appropriate parties, and we will

14

1 submit this letter again tonight as part of the  
 2 public record. While it's not part of this  
 3 statement, I should mention that we have established  
 4 a very good relationship with IVGID staff. We have  
 5 a process that works for everybody to access the  
 6 beaches, and I'm very thankful to be able to  
 7 collaborate and make that seamless.

8 I'll close by saying we love being part of  
 9 this community, and we feel grateful to be  
 10 neighbors, so thank you.

11 MR. DOBLER: Cliff Dobler, CPA.  
 12 That Ordinance 7 seems to have more  
 13 amendments than our U.S. Constitution, quite  
 14 amazing.

15 In reference to IVGID's bad accounting,  
 16 how did get we get here? As far back as 2015, I  
 17 noticed, along with other residents, many  
 18 deficiencies in the financial reporting of IVGID.

19 Over the next five years, I provided 24  
 20 memorandums to the Board and Audit Committee about  
 21 the deficiencies, but the memos were ignored. In  
 22 2020, the Board engaged Moss Adams to review four  
 23 improprieties and provide recommendations for  
 24 corrections. The remaining 20 memos were reviewed  
 25 and found to have deficiencies but could be

15

1 corrected in subsequent years. Most were never  
 2 done.

3 I joined the Audit Committee in 2020,  
 4 along with two trustees and two outside members. We  
 5 went to work exploring Dillon's Rule, accounting  
 6 issues, and material weaknesses in and internal  
 7 controls. The committee made a recommendation to  
 8 the Board to charge off over 4.8 million in  
 9 capitalized expenses, resulting in three years of  
 10 prior period adjustments to the financials.

11 During the three years, an investigation  
 12 was done. Mr. Navazio did not comply with board  
 13 policies and stonewalled the committee at every  
 14 turn.

15 In late 2020, IVGID decided to install new  
 16 software for HR payroll and accounting systems.  
 17 Over the five years, the cost would be 2.2 million.  
 18 Derrek Aaron, a committee member with vast  
 19 experience in conversions, begged the Board that  
 20 Tyler should set forth a work plan and become  
 21 actively involved. The begging was ignored. Now  
 22 what did we get? We all know.

23 With committee members Aaron and Dent  
 24 exiting, the other members' terms expiring, Trustee  
 25 Wong and Tonking were appointing for a brief time

16

1 and nothing was accomplished.

2 Over two years I continued to explore and  
 3 write memos on capitalization issue, but Trustee  
 4 Wong removed them from the agendas. Over 30 memos  
 5 piled up and were not heard. At least Trustee  
 6 Tonking pulled the memos under one roof, but nothing  
 7 happened. Mr. Nolet and Mr. Homan became Audit  
 8 Committee members, reviewed the memos, nothing  
 9 happened, and they soon resigned. It was apparent  
 10 that the 2023 financial statements would be  
 11 completely improper.

12 With the existing turmoil and a poor Tyler  
 13 conversion, progress on correcting financial  
 14 statements were halted and things got worse. The GM  
 15 and many department heads resigned.

16 It's become quite clear that the  
 17 financials needed extensive investigations which  
 18 were conducted by Moss Adams and RubinBrown. The  
 19 reports have confirmed the mess, which has grown  
 20 into a catastrophe. Washoe County must be brought  
 21 in.

22 Thank you.

23 MS. BECKER: Diane Becker, full-time  
 24 resident of Incline Village. I'm also a member of  
 25 the Citizen Advisory Board and the County Manager's

17

1 Advisory Board.

2 I'm here to talk about G 1, the proposed

3 amendment to Ordinance 7, and to request that it be

4 taken off of calendar and that there be an

5 opportunity for -- for at least for me to meet with

6 the department of recreation -- Parks and

7 Recreation. We do have a meeting scheduled for

8 Thursday.

9 I'd like to remind you, I'm a retired

10 attorney and volunteer, and I was the person who was

11 on the Ordinance 7 committee who drafted all the

12 initial draft amendments to the 1998 ordinance. I

13 worked directly with the attorney who was the beach

14 attorney, the specialist you hired, and we drafted

15 many of the provisions with lots and lots of

16 discussion and negotiation between the two of us and

17 also Mr. Nelson.

18 We have a document that was drafted by

19 three attorneys with quite extensive experience. I

20 had 43 years, among them being chief legal officer

21 for a \$500-million company, so that is my area of

22 expertise.

23 And I will tell you that having reviewed

24 these, the majority of the proposed changes make a

25 lot of sense, they get rid of some duplication, but

18

1 some of the language is very inappropriate, and I'll

2 give you some examples.

3 The definition of commercial use, that was

4 one of the most-hotly discussed and negotiated

5 language between the three lawyers. And it has now

6 been suggested that it be changed to saying that --

7 exchange of economic value between two or more

8 entities. We aren't talking about exchange between

9 two or more entities; we're talking about, maybe, an

10 individual and an entity, maybe two individuals.

11 But, certainly, these kind of changes,

12 which sound all right to a non-lawyer, have

13 tremendous implications on what we would be

14 drafting.

15 Another just example is the change from

16 five passes per parcel to five passes to every --

17 for every facility fee paid. Well, we all know that

18 the ADUs are going to be absolutely passed by the

19 county, they are already being passed for the rest

20 of the county, our commissioner is pushing it, so

21 it's going to be passed for up here. That's going

22 to dramatically increase the number of passes that

23 are going to be granted because each of those is

24 going to have, essentially, a separate fee. That's

25 what's going to happen.

19

1 You've changed that the IVGID may request

2 supporting documents from shell requests, and so

3 there's no confirmation whether people really have a

4 right to some of the family tree passes.

5 I do have a lot of other comments, and I

6 look forward to my meeting.

7 MR. KLEIN: Good evening. I know you guys

8 have a long night ahead of yourselves, so I will try

9 to be quick here.

10 In regards to agenda item E 2 and looking

11 at the supplemental item E 2, there's a table that

12 details the budgeted facility per parcel for the

13 last ten years up to 2023. In simple terms, it

14 shows how much and where our facilities fees go to.

15 There is a line item of 18 items, most of

16 them are venues and programs here. And I'll tell

17 you, I was stunned to see that out of those 18 line

18 items, our annual fees collected for property taxes

19 for 2023 and 2022 went to only two places, and that

20 was the beaches, and it says recreation, but I

21 assume that is Recreation Center, the Rec Center.

22 So, apparently nothing, not a single

23 dollar out of my fees or anyone else, per parcel,

24 went to parks, tennis, the golf courses, youth,

25 adult programs reserved for recreation facilities,

20

1 et cetera. Now this in itself isn't necessarily

2 wrong, but as I said, I was quite surprised.

3 I'd love to hear some discussion as to why

4 this is so, and what our plans are for the future

5 regarding allocation and disbursement of the

6 facilities fee that we all pay.

7 I'm John Klein. I live 321 Ridge Way.

8 Thank you.

9 MR. GURSKY: Gary Gursky, 16-year,

10 part-time owner, but a very passionate grandfather.

11 We need to review the ability of our

12 grandchildren access to the beaches. The current

13 system is not satisfactory in that, as my wife said,

14 they are all going to be between 18 and 21. We

15 purchased this property as a legacy property for our

16 family, we have extraordinary memories here, as do

17 the children.

18 As a simple solution -- as they become

19 adults and grandparents are still living, we have --

20 they don't want to come up here with grammie and

21 papa with their friends. So a solution that I see,

22 I can recall filling out a very extended family tree

23 form, why in this digital age can we not have a

24 grandparent or a member of the five Picture Passes

25 flash on face time at the gate, show our ID? It

21

1 wouldn't take any longer than scanning that card as  
 2 a person driving in, the kids could get a copy of  
 3 the family tree, their personal ID, and they would  
 4 be able to come up here, bring their college-aged  
 5 friends from time to time. Four of the six are  
 6 going to school out of state, they are working  
 7 summers, but if they were to come out here on a  
 8 break, I am sure they would like to bring their  
 9 friends, as one of the grandchildren did this last  
 10 week, bringing roommates from Minnesota.  
 11 It's very frustrating for us to not be  
 12 able to accommodate their future enjoyment of the  
 13 lake. They've developed all kinds of hobbies from  
 14 mountain biking to sail boarding, you name it. They  
 15 love and enjoy the lake, their memories are here,  
 16 and we would like to be able for them to enjoy it in  
 17 the future.  
 18 Thank you very much.  
 19 MR. HERMAN: Hello, everybody. My name is  
 20 Stuart Herman. I'm an Incline Village resident.  
 21 I'd like to speak you, apparently you guys  
 22 are sole sourcing a management company to take over  
 23 Incline Village. No? Maybe I'm wrong. Okay.  
 24 That's fine. I was just going to say a couple  
 25 things. I heard a bunch, but not read up a lot.

23

1 to get management in there. They may put them at  
 2 \$200,000. It really increases the cost to  
 3 everybody.  
 4 An open RFP is available out there, and  
 5 there's a possibility and there's a lot of companies  
 6 out there that can do this type of work. And that's  
 7 all I really -- sorry.  
 8 You just need to take some time and do it.  
 9 And make sure that the company you pick has done all  
 10 aspects of this or are teaming with another company  
 11 that specializes in it. Everybody says they can do  
 12 everything, but then if you get somebody in there,  
 13 you never get rid of them, it's a long process.  
 14 And so it's really vital to get a good,  
 15 qualified company that's out there. And there are  
 16 quite a few of them around the United States. They  
 17 are small businesses, and we should be helping small  
 18 businesses, disabled vets, all that other stuff.  
 19 If you have any other questions, I can  
 20 give you data. Have a good night.  
 21 MR. WRIGHT: Frank Wright, candidate for  
 22 the board.  
 23 Let's pretend that you look in your wallet  
 24 once a month, and every time you looked in your  
 25 wallet, money was missing and you didn't know where

22

1 There's a lot of companies out there that  
 2 do do this type of work. I'm a government  
 3 contractor with the United States Government for  
 4 40 years. I specialize in grounds maintenance on  
 5 military installations around the U.S.  
 6 There are numerous companies out there  
 7 that do base support operations, they maintain the  
 8 whole military base from the roads to the fueling to  
 9 every aspect of a military base. These companies  
 10 are service to disabled vets, HUD zone companies,  
 11 small business.  
 12 I've been participating in RFPs for a long  
 13 time, and I heard somewhere there was like  
 14 three weeks to do this. Even to look at an RFP just  
 15 looking at the grounds maintenance to look at the  
 16 equipment that the company that you guys are  
 17 supplying and everything, it takes a little bit  
 18 longer than three weeks.  
 19 Also it is vital -- if you're going to  
 20 sole source it, which the United States Government  
 21 does not participate in unless it's an emergency for  
 22 long term, that that really is a way to steal. It's  
 23 like people inflate their numbers, they basically --  
 24 they know that on their bottom line that they're  
 25 going to add 20, 30 percent in profit, so they want

24

1 it went. Well, that's the same thing that's going  
 2 on here at IVGID. We have a thing called  
 3 "procurement cards," which I brought to the Board's  
 4 attention a long time ago, and I asked for a  
 5 reconciliation of all those procurement cards, how  
 6 many were out, how the money was being spent. I got  
 7 a half-assed printout that I have never been able to  
 8 figure out how many there were. We heard lately  
 9 that there's 86 or 90 out of 150 full-time  
 10 employees. Nobody has ever reported back to the  
 11 public how many of those procurement cards are still  
 12 out there or what the District has done to reconcile  
 13 that problem. I have no idea. I don't know if the  
 14 Board has an idea.  
 15 Our finances are obviously a mess.  
 16 Tomorrow's a deadline for the Committee on Local  
 17 Government, we are supposed to be reporting to them  
 18 about what Mr. Magee said he had already done, but  
 19 now Mr. Magee isn't anywhere around. So who is  
 20 going to be down there speaking to that? I guess  
 21 our treasurer is going to have to do down there  
 22 unarmed, because, I'm sure, the finance department  
 23 hasn't provided him all the necessary information to  
 24 present to them, which they asked for.  
 25 What is going on? Why are we in this

25

1 position? For 12 years I've been raising these  
2 issues, asking questions, and I get a barrage of  
3 people who have no idea what's going on, yelling and  
4 screaming that I'm a bad person. Well, I'm not a  
5 bad person any longer, am I? Thanks to RubinBrown,  
6 they found out that everything I was saying was  
7 true.

8 We have a problem, a serious problem, and  
9 the problem is our finances are screwed up. I don't  
10 know if we're ever going to fix them. I don't know  
11 if I get elected as a trustee, that I can sit down  
12 and clean them up in a year. Two years, maybe, with  
13 the work and the help of other people, yeah, we  
14 could probably do it, but it's going to take some  
15 real, real gut-wrenching decisions. And if you're  
16 not ready to make those gut-wrenching decisions,  
17 we're just going to keep going right in the same  
18 opposite direction we're going right now.

19 As far as the beaches, I was on the  
20 Ordinance 7 Committee. Let me make it clear: The  
21 beaches are owned by the residents who were here in  
22 1968. You don't need a pass to get on the beaches.  
23 You own them, you have an easement to the beaches.  
24 The gig is IVGID took control of them, and they give  
25 you five punch cards. If you're a guest and you're

27

1 a year of their life doing. Five passes per parcel  
2 to five passes to facility fee is what I heard Diane  
3 say. And then IVGID, something in the language  
4 changed from "shall" to "may."

5 These are big changes. I think there's  
6 other things, and I think you should listen to Diane  
7 and get her back involved.

8 Thank you very much.

9 TRUSTEE DENT: Go to live stream.

10 MEMBER SWENSON: Good evening. This is  
11 Harry Swenson. I'm currently a candidate for  
12 trustee of Incline Village, and I'm a ten-year,  
13 full-time resident here at Lower Tyner.

14 I come to the Board to express my views on  
15 the request for proposal for the management firm.  
16 As I read the August 20th version of the RFP, it  
17 appeared to be a watered-down consulting contract.  
18 The last thing this community needs is another  
19 ignored consulting report.

20 It was discussed on the August 6th meeting  
21 as an open RFP. It was supposed to provide the  
22 general manager with continuing access to consulting  
23 and execution from the awarded firm. This was to be  
24 written by Director of Human Resources and Trustee  
25 Noble.

26

1 a resident, you go on in. You don't have to pay,  
2 just go on in. It says in the deed: Residents and  
3 their guests.

4 Thank you.

5 MR. EPPOLITO: Hi. My name is John  
6 Eppolito. I've live in Incline for about 25 years.  
7 I wanted to talk about, briefly, what  
8 Diane Becker spoke about, this Ordinance 7. You  
9 know, she said a few really important things, and I  
10 don't think this stuff should be changed just  
11 willy-nilly.

12 She said this document was written by  
13 three attorneys. And as I recall, that Ordinance 7  
14 Committee met for over a year, and I don't think you  
15 guys should just be changing things, one or two  
16 sentences here and there. People need to know  
17 what's going on. Hopefully Diane will still  
18 volunteer and will still be involved and some of the  
19 same people will be there. I heard three things, I  
20 think she ran out of time, and since I don't know  
21 all the details, I'm just going to repeat what I  
22 heard Diane say.

23 She said the commercial use definition  
24 would be changed. I'm not sure why you would do  
25 that without attorneys and the people that did spend

28

1 The August 20th version completely missed  
2 on both counts. There is a slight enhancement to  
3 the current version to at least mention the general  
4 manager, but it doesn't contain any real  
5 requirement. And as a lawyer, I believe Trustee  
6 Noble should have recognized this problem.

7 I am a retired NASA scientist and  
8 executive. I have created and evaluated and awarded  
9 dozens of multi-million-dollar RFPs and contracts.  
10 If I was asked to review this one, I would have sent  
11 it back to the original authors with the following  
12 high-level recommendations: Build the RFP around  
13 the GM's job responsibilities and functions. If you  
14 feel that the existing GM responsibilities and  
15 functions are not sufficient, create a task  
16 detailing them from a Board trustee review. Fill  
17 the consulting functions around multiple tasks  
18 selected by the GM with trustee approval. The first  
19 task should be a general, high-level review, like  
20 what is shown in the current RFP. The second,  
21 third, and subsequent tasks to be priority driven,  
22 detailed review, and enhancement of each of your ten  
23 business units. Each of these tasks should be at  
24 the discretion of the GM and trustees as needed.  
25 The RFP should also include evaluation

29

1 criteria and methodology. You could grade the  
 2 proposal based on qualitative or quantitative  
 3 metrics. This would greatly reduce the time for  
 4 your selection and get you what you need.

5 Many people are very concerned with the  
 6 multi-year, fixed term of the contract. This is  
 7 very fixable if you scoped it as a one year initial  
 8 period of performance with two to four years of  
 9 options. If the GM or company cannot perform, this  
 10 allows you to cancel after the first year without  
 11 any financial consequences. This is true as well  
 12 for subsequent years also.

13 Also, a series of previous consulting  
 14 reports are referenced describing numerous  
 15 deficiencies. I would suggest highly that you  
 16 provide some level of priority on these deficiencies  
 17 to allow the potential bidders to focus their  
 18 proposal.

19 Finally, the lack of clearly defined  
 20 metrics should be addressed. I suggest you include  
 21 a metric for financial sustainability with a  
 22 reduction of 50 percent of our budget deficit for  
 23 the first year, followed by a complete deficit  
 24 elimination over the next two years without --  
 25 (Expiration of three minutes.)

30

1 MS. KNAAK: Hi. Yolanda Knaak. Full-time  
 2 resident here in Incline Village.

3 I just wanted to address the appointment  
 4 of an interim general manager. I -- one idea I had  
 5 was to bring Chris Nolet on as a consultant and  
 6 perform the interim duties of the general manager,  
 7 and then have him stay on and help be a consultant  
 8 for the new general manager that is appointed. The  
 9 other option is Trustee Dent would do an excellent  
 10 job as well.

11 Thank you so much.

12 MR. MILLER: Thank you. Charlie Miller,  
 13 Incline resident, former Incline engineering  
 14 manager.

15 I wanted to express my disinterest in this  
 16 management firm approach. It seems like just an  
 17 enormous waste of money, especially at a two-year  
 18 term. I think that what the District has lost over  
 19 the last handful of years is so much institutional  
 20 knowledge from the entire Public Works department,  
 21 across the board. We pay the general manager for a  
 22 no-cause agreement for a year. We've had Susan  
 23 Herron, we paid her for three months and heard  
 24 nothing about it, but paid her to not work and never  
 25 heard a report of why. We've lost Sheila Lejion.

31

1 So right there is 60-some years of staff that you've  
 2 just alienated.

3 I want to turn a new leaf with this board,  
 4 and move into the next year looking for a long-term  
 5 general manager, building long-term staff, embracing  
 6 our staff. So I don't feel like a management firm  
 7 is the way to go at all.

8 And on a final note, Sheila brought to the  
 9 Board an item for an ice rink that the ice rink  
 10 foundation in town was going to donate and was  
 11 looking for a venue. Ultimately, I've worked on  
 12 plans at The Chateau, on the driving range,  
 13 regrading, and it's really going to enhance it.  
 14 That's a long-term approach, but I think that it  
 15 could be done at the ball fields. That needs to  
 16 start now if that's going to happen next winter.

17 Thank you for your time. Appreciate it.

18 MS. JEZYCKI: Good evening. This is  
 19 Michelle Jezycki. I am an Incline resident as well  
 20 as a candidate for IVGID trustee.

21 The timer on the video didn't start, so I  
 22 guess I'm --

23 TRUSTEE DENT: Go ahead.

24 MS. JEZYCKI: Thank you.

25 I'm just calling in to reiterate the

32

1 importance of stopping the rush to contract out what  
 2 is ultimately the Board's responsibility, in the  
 3 hope of -- pull the RFP. I know a lot of time and  
 4 effort has been put into this. Now that we have, at  
 5 least, an acting interim, we no longer need a head  
 6 hunter as, apparently, we have went from not having  
 7 anyone who wants to work here in Incline to  
 8 apparently a healthy number of applicants after  
 9 posting in proper sites.

10 The District has paid an inordinate amount  
 11 of money for audits, studies, and reports, and those  
 12 reports could and should serve as a roadmap for this  
 13 next GM. I would recommend even getting those into  
 14 the performance plan of the next GM. Let's start  
 15 with Tyler Munis, get that migration completed  
 16 properly, which will take care of many of the  
 17 internal audit control issues that were brought up  
 18 in the latest report, the RubinBrown report, and  
 19 then identify other such needs as they arrive or as  
 20 they are identified.

21 This will, all the while, help us save our  
 22 village thousands upon thousands of dollars, while  
 23 maintaining control and responsibility for our  
 24 district.

25 I'm also hoping that can get and keep an

33

1 interim GM through the end of the year without  
 2 rushing to fill the full-time position without  
 3 completing the due diligence necessary. Again, we  
 4 saw how that turned out last time, and it didn't end  
 5 up so well. Hopefully we can take our time, handle  
 6 this responsibly and professionally, and come out  
 7 with the right person at the end of the day, with a  
 8 roadmap that's already half way laid out (inaudible)  
 9 implemented.

10 Thank you and I wish you a productive  
 11 meeting.

12 MS. CARS: Linda Cars, Lariat Circle.  
 13 I want to repeat what I've said before is  
 14 that hiring a management company to manage the  
 15 District's resources is not what Incline Village  
 16 needs right now. I believe that if the decision is  
 17 made to go forward by the majority of the trustees,  
 18 they should recuse themselves from a decision  
 19 because two of them will not be here next year, and  
 20 they are doing an unfair decision-making for the  
 21 rest of the community.

22 The decisions that have been made  
 23 this year with the loss of so many personnel over  
 24 the past 20 months is abhorrent. And they should  
 25 look in the mirror, see what they have done, and

34

1 give the citizens of Incline Village a break.  
 2 So with that, I hope that they will listen  
 3 to most of the public comments, which are against  
 4 hiring a management firm. And if you decide it's  
 5 something you really have to consider, then have a  
 6 public forum at The Chateau, and let the public  
 7 speak to this proposition.

8 Thank you.

9 MR. BELOTE: That was our last comment the  
 10 queue.

11 TRUSTEE DENT: Thank you.  
 12 That will close out item C. Moving on to  
 13 item D.

14 D. APPROVAL OF THE AGENDA

15 TRUSTEE DENT: Any issues, concerns with  
 16 the agenda?

17 TRUSTEE TONKING: I would like G 6  
 18 removed, since for transparency sake, we were not  
 19 informed that people had signed disclosure  
 20 agreements, so we were not informed on who we could  
 21 speak about and not speak about.

22 TRUSTEE DENT: Okay. Anyone want to weigh  
 23 in on G 6?

24 TRUSTEE TULLOCH: I would support that  
 25 request from my colleague.

35

1 TRUSTEE DENT: Chair, do you have concerns  
 2 about that?

3 CHAIR SCHMITZ: I raised my hand because I  
 4 had other agenda items I wanted to have switched.  
 5 We can, potentially, defer this. And we  
 6 have Karen as acting General Manager. If the Board  
 7 chooses to defer this, we do have an acting General  
 8 Manager, so I just wanted to bring that to  
 9 everyone's attention.

10 I had other suggestions on the agenda.  
 11 TRUSTEE DENT: All right. Let's hold on  
 12 to the other suggestions.

13 TRUSTEE NOBLE: I'm fine with deferring  
 14 that, as long as when it goes on the next one that  
 15 we are notified -- the entire Board's notified of  
 16 who we can discuss.

17 I did reach out to our general counsel to  
 18 see if anybody had signed the waivers and he  
 19 provided that answer today, but it would be nice to  
 20 have that list of people when the board materials go  
 21 out --

22 TRUSTEE DENT: Fair.  
 23 G 6 has been removed. Any other -- acting  
 24 General Manager?

25 MS. CROCKER: Yes. I would like to pull

36

1 item G 2, and bring this back to the Board at the  
 2 September 25th meeting. The reason why is it is not  
 3 complete, and we want to bring back recommendations  
 4 regarding 6.2. Thank you.

5 TRUSTEE DENT: Thank you. Item G 2 has  
 6 been pulled.

7 TRUSTEE TULLOCH: I'd like to move item F  
 8 2 from the consent calendar to general business.

9 TRUSTEE DENT: Okay. F 2 to general  
 10 business. Understood.

11 CHAIR SCHMITZ: I would request that G 11  
 12 be moved to G 1, and G 8 then be moved to G 2.  
 13 These are very important topics this evening, and  
 14 I'd like for us to be as fresh as we can when we're  
 15 discussing these.

16 TRUSTEE DENT: Okay.

17 TRUSTEE TONKING: Would you be willing to  
 18 do it as items G 2 and G 3? Only because G 1 is  
 19 Ordinance 7 and there's a lot of people in this room  
 20 here to listen to it.

21 CHAIR SCHMITZ: Yeah. I don't know who is  
 22 in the room, so, yeah, that's fine. I can't see the  
 23 room. So, yeah, that's fine.

24 TRUSTEE DENT: Okay. And then I was going  
 25 to request item G 3, we just got new materials like

37

1 an hour and a half ago. I don't know if we can  
 2 postpone that to the next meeting, given that we  
 3 just received a bunch of paper.  
 4           Anyone have concerns over item G 3?  
 5           TRUSTEE NOBLE: This is the sole source  
 6 procurement contracts, and my understanding is this  
 7 is something that's -- we've had some problems over  
 8 the last two weeks with this.  
 9           I would want to know from staff what would  
 10 be the ramifications for deferring this again?  
 11           MS. CROCKER: At this time, I would like  
 12 to call up Sue Griffith regarding those questions to  
 13 answer. But I can share that we need to pay our  
 14 bills, that is one of the issues.  
 15           TRUSTEE DENT: Understood. We just -- I  
 16 haven't had time to review it. We just got all this  
 17 paperwork dropped on us an hour before the meeting,  
 18 and so I'm just asking for more time on that. We do  
 19 have a process in place for emergency approval that  
 20 does go through general counsel and approval of the  
 21 Chair.  
 22           And so I'm fine deferring my approval to  
 23 them to act and not slow things down. And I do  
 24 understand the concern and was brought into the  
 25 process of not having this item approved. I just

38

1 feel like if we haven't had time to look at it, we  
 2 shouldn't be approving it.  
 3           TRUSTEE NOBLE: I want to hear from staff.  
 4           MS. GRIFFITH: My name is Susan Griffith.  
 5 I go by Sue. There's a lot of Sues at IVGID, I've  
 6 learned. I joined the District in mid-May, and we  
 7 are struggling to weed out what we can pay, what we  
 8 can't pay in accounting and finance, and we have  
 9 complete gridlock in the department because we can't  
 10 execute the normal blanket purchase order process  
 11 that we've done in years past.  
 12           And we are trying desperately to work with  
 13 staff and the different venues to get pricing sheets  
 14 and get things pulled together from the F and B  
 15 portion of that agenda item, you'll see a listing of  
 16 the different vendors. There's also different  
 17 things going on for Public Works as well.  
 18           But in our situation, we would ask if the  
 19 Board would consider directing General Manager to  
 20 have approval when we get the packets pulled  
 21 together from folks and then give them to her and we  
 22 can execute the blanket purchase orders and then  
 23 bring it back as a report item to you the next  
 24 month. And we will just keep updating you with  
 25 those.

39

1           It's simply just having staff, making an  
 2 order, printing it out, and uploading that and being  
 3 able to use that for the fiscal year, my  
 4 understanding, is what we need to do.  
 5           Right now, we have to do everything twice.  
 6 We start from square one, we're entering the  
 7 requisitions, then it needs to go out to the  
 8 workflows for folks to approve it. And then it  
 9 comes back and we then have to receive it and put it  
 10 through the payable process.  
 11           I've personally had over 36 hours in the  
 12 course of two and a half days of entering in  
 13 invoices into Excel so we can get it approved.  
 14 Chair and Vice Chair was, thankfully, able to help  
 15 us get those approved, but we could only enter it  
 16 for a certain amount, and we had to make sure that  
 17 the purchase order was just for those items we  
 18 entered.  
 19           So, in conclusion, we can't finish closing  
 20 fiscal '24, we can't catch up on adjusting entries,  
 21 weren't able to do the allocations that we need to  
 22 make, and we're also trying to prepare for the  
 23 audit. I'm pleading our case for the department.  
 24           Thank you for your time.  
 25           CHAIR SCHMITZ: I would like legal counsel

40

1 to help us to potentially understand what some of  
 2 the situation is because I think some of it is  
 3 coming from legal counsel feeling that we don't have  
 4 proper contracts in place.  
 5           So could we also hear from legal counsel  
 6 on this issue?  
 7           MR. RUDIN: Yeah, I mean, the blanket  
 8 purchase orders have pretty standard form terms and  
 9 conditions the District uses for purchasing.  
 10 Looking through what has been added to the agenda  
 11 packet, it looks like the fuel delivery contracts  
 12 and the chemical procurements have additional  
 13 insurance requirements related to environmental  
 14 liability and pollution.  
 15           Prior to these being put together, my  
 16 understanding is we didn't have a terms and  
 17 conditions for procurement for a lot of these  
 18 purchases, so that was an important step forward for  
 19 protecting the District.  
 20           So, you know, if the Board doesn't feel  
 21 comfortable approving these without time to review,  
 22 I can understand and appreciate that. There is the  
 23 process that is in Board Policy 3.01 that talks  
 24 about procurement and approval of contracts by the  
 25 Board Chair in -- when it is not possible to bring a

41

1 contract to the Board, and that can be used for  
 2 intermittent procurements until these can come back.  
 3 So, yeah, that is an option that staff do  
 4 have to take things to the Board. But, ultimately,  
 5 I think it is a good idea and a best practice for  
 6 the District to be having solid -- I mean, purchase  
 7 orders are contracts, there's no real legal  
 8 restriction, so we should be having comprehensive  
 9 documents that establish what the terms are for  
 10 buying these goods and services and that protect the  
 11 District.  
 12 CHAIR SCHMITZ: The other thing that I had  
 13 I asked for was that we could have a comparison to  
 14 what was '23/'24, because we don't know how  
 15 significant -- how significant are those increases,  
 16 so I didn't see that.  
 17 But I think that when we get materials at  
 18 4:15 in the afternoon, it is not realistic for any  
 19 of us to have had an opportunity to actually review  
 20 it. If this is something that the Board wants to  
 21 delegate authority to the acting General Manager and  
 22 legal counsel to ensure that it is being handled  
 23 properly, that might be an alternative.  
 24 TRUSTEE DENT: Thank you.  
 25 TRUSTEE NOBLE: I would not support

42

1 deferring. I think this is too important to put off  
 2 again. If board members need a half hour, hour, two  
 3 hours to review these tonight, I'm fine taking a  
 4 break so we can do that and address this item and  
 5 move on.  
 6 TRUSTEE TULLOCH: I'm split on this. I  
 7 understand the views on both sides. I know the  
 8 finance team are really under pressure of this, and  
 9 it's not a good way to go about doing business. On  
 10 the flip side, I recall the original memo presented  
 11 to the Board saying we should go with these  
 12 suppliers for the contracts because we've always  
 13 used them.  
 14 And a common complaint I get from vendors  
 15 is, well, we're not going to bid for IVGID because  
 16 it's always going to go to the same people. I think  
 17 we owe it to the community to get the best value.  
 18 Can I suggest that we approve these for a  
 19 three-month period at the moment to let staff get  
 20 through the current situation, let's find out where  
 21 we're going, and that gives the Board time to review  
 22 and everything as well.  
 23 TRUSTEE TONKING: I feel like we're just  
 24 leading to a discussion on this, so let's just keep  
 25 it on the agenda and talk about it when we get to

43

1 it.  
 2 TRUSTEE DENT: Sounds good.  
 3 Chair, you okay with that?  
 4 CHAIR SCHMITZ: Yes, that's fine.  
 5 I have -- as it relates to agenda, I have  
 6 one other question and this is for legal counsel.  
 7 And if you -- it's a consent calendar item, and I  
 8 don't know whether it needs to be pulled or it can  
 9 be dealt with. Am I allowed to touch on that and  
 10 explain what the question is?  
 11 MR. RUDIN: Yeah, I'm not sure what the  
 12 question is, but please ask it.  
 13 CHAIR SCHMITZ: Okay. On page 327 of the  
 14 board packet, this is for the consent -- it's a  
 15 small dollar amount, \$9,600. Okay? But on  
 16 page 372, it says that the price is \$9,600 for  
 17 project management. It is not the scope of project  
 18 management. So it is the scope for -- it is a  
 19 fixed-price quote based on the scope described  
 20 above, which is not project management. So we need  
 21 to do a better job of determining what we're paying  
 22 for, and we're not paying \$9,600 for project  
 23 management and that's what it states on the price  
 24 line of page 2 of 3 and on page 327 of the board  
 25 packet.

44

1 And this is just a small situation, but  
 2 this is another example of having contracts and  
 3 having things that are prescriptive and are accurate  
 4 and are correct. And it should be \$9,600 for the  
 5 scope of work described above, not for project  
 6 management.  
 7 Does that have to get pulled?  
 8 MR. RUDIN: The Board can approve the  
 9 contract with that modification.  
 10 CHAIR SCHMITZ: But it's on the consent  
 11 calendar, so does it have to be pulled?  
 12 MR. RUDIN: Yeah, it should.  
 13 CHAIR SCHMITZ: Then I request F 3 be  
 14 pulled from consent calendar, and we can put it at  
 15 the end of the evening.  
 16 TRUSTEE DENT: Okay. F 3 and F 2, so F 2  
 17 and F 3 will become F 10 and 11.  
 18 CHAIR SCHMITZ: G 2 was pulled.  
 19 TRUSTEE DENT: Yeah, will be G 1. G 2's  
 20 been removed. G 2 becomes G 4. G 4 becomes G 5. G  
 21 1 becomes G 1. G 10 -- yeah, G 11 becomes G 2. G 8  
 22 becomes G 3. G 3 becomes G 4. G 4 becomes G 5. G  
 23 5 comes G 6. G 7 is G 7. G 9 becomes G 8. G 10 is  
 24 G 9. And F 2 becomes G 10. F 3 becomes G 11.  
 25 You guys okay with that?



45

1 TRUSTEE TONKING: That sounds great.

2 TRUSTEE DENT: Agenda's approved. Moving

3 on to Item E.

4 E. REPORTS TO THE BOARD

5 E 1. Forensic Due Diligence Report

6 TRUSTEE DENT: Receive and review final

7 report, forensic due diligence audit from

8 RubinBrown. It can be found on pages 7 through 81

9 of your board packet.

10 TRUSTEE TULLOCH: We've provided the final

11 report from RubinBrown, no substantive changes. We

12 added some of the things that were requested by the

13 Board, like breaking down between the years, over

14 the three years, in the different areas identified.

15 We also added, which is the most important, what the

16 definition of fraud being used in the report was.

17 We still have -- I've agreed with

18 RubinBrown because I've had requests from some

19 various board members for some breakdowns of the

20 data being used, so I have an open request into

21 RubinBrown for that. I repeat my email to trustees,

22 please send your list of any data requests you have,

23 what you're looking for data breakdown.

24 Otherwise, I'm open to questions.

25 TRUSTEE TONKING: Is RubinBrown going to

46

1 come back? That was one of my requests, we

2 originally received this with such short notice,

3 because I do still have few questions for them. But

4 I do appreciate all the work that was put into this

5 final draft.

6 TRUSTEE TULLOCH: Mia culpa. I had

7 forgotten that request. That's my fault. I shall

8 speak with them on that. Assuming we can do it by

9 Zoom?

10 TRUSTEE DENT: Any other questions

11 regarding that item?

12 That will close out item E 1. Moving on

13 to item E 2.

14 E 2. Defensible Space

15 TRUSTEE DENT: Defensible space revenue

16 collected versus expenses verbal update from our

17 Director of Public Works.

18 MS. NELSON: I was asked to bring this

19 back to the Board to show you, basically, the

20 revenue collected over the last five years, and then

21 the expenses incurred associated with the defensible

22 space. This is supplemental item E 2.

23 Basically, it starts in fiscal year

24 2020. The utility side of the District collects

25 about 100,000 through the utility bill, and then

47

1 community services collects the other 100,000.

2 Generally, it was collected through the facility fee

3 up until 2019, and then after that it's been funded

4 through the rec admin fund.

5 You can see on the spreadsheet that,

6 each year, we've got the expense broken down by

7 where it's charged to. It's broken up by sewer and

8 water and then the rec admin. In 2020, there was a

9 little over 101,000 collected through the utility,

10 100,000 was budgeted through community services, and

11 total spent on the defensible space was \$195,751.94.

12 As you go through each fiscal year, you

13 can see, basically, where the money has gone between

14 the water, sewer, and the rec admin funds.

15 At this time, I'll turn it over to the

16 Board for any questions.

17 TRUSTEE DENT: Any questions?

18 TRUSTEE TULLOCH: I'm looking at the FY

19 '24 numbers, I'm assuming that's '23/'24. What

20 jumps out at me is there's two round numbers there

21 for the expense. Have we just written them a check

22 for the 50,000, 100,000? I was under the

23 understanding we paid the defensible space as of

24 when the fire service actually did work for us.

25 MS. NELSON: That's correct. And that

48

1 does not look correct. I believe accounting

2 probably needs to dive into those number a little

3 bit more.

4 But at the first pull of the report,

5 that's what it's coming out as.

6 TRUSTEE TULLOCH: Okay. It looks kind of

7 like the budget numbers, I suspect, so if we can

8 correct that, that would be helpful.

9 I'm not sure, am I allowed to comment on

10 the rest of the thing? I didn't think so. Okay.

11 Thank you.

12 TRUSTEE DENT: Any other questions on this

13 item?

14 That will close out item E 2. Moving on

15 to item E 3.

16 E 3. Water and Sewer CIP Analysis

17 TRUSTEE DENT: Water and Sewer CIP

18 analysis verbal update.

19 MS. NELSON: This is a quick update. I am

20 working with accounting to get all of the expenses

21 associated with the capital projects on both the

22 water and sewer side. We have on the utility side

23 an accurate account of revenues just because we have

24 that billing software in house, so we know those

25 numbers. But we need to get with accounting and get

49

1 the expenses and just verify that everything has  
 2 been put in the correct spot.  
 3 That is the report I have for you this  
 4 evening. I will probably be bringing this back on  
 5 September 11th with those numbers from accounting.  
 6 TRUSTEE DENT: Thank you for that update.  
 7 Any questions?  
 8 TRUSTEE TULLOCH: We discussed during the  
 9 CIC meeting how we were delineating expenses and  
 10 capital projects. And also speaking with the  
 11 finance team yesterday, I understood that we're not  
 12 using Tyler for it at the moment.  
 13 Can you clarify for the Board, it would be  
 14 helpful to hear some of the details you provided at  
 15 the CIC meeting? Because it's one of the sources of  
 16 mail I get from the community, why were required to  
 17 capitalize things and why we're not controlling  
 18 capital projects.  
 19 You have put new processes in place,  
 20 perhaps you can give us a very brief description for  
 21 the community here. I think that would be helpful.  
 22 MS. NELSON: Sure. Currently the capital  
 23 projects from this fiscal year moving forward are  
 24 being entered into the Tyler project central module.  
 25 The previous projects have been entered in, but

50

1 because of the way it was set up, not all of the  
 2 functions are working on it. Moving forward, it  
 3 should work correctly.  
 4 I did verify with accounting that there is  
 5 a way that they can do a subaccount within the  
 6 project central, so each project could have an  
 7 expense line and a capital line. Any item within  
 8 that project that would be expensed would be charged  
 9 to that expense line. It would be clearly  
 10 delineated within the project central, and that's  
 11 where everything is stored: all of the invoices, all  
 12 of purchase orders associated with the projects are  
 13 in project central, staff time that is billed  
 14 against that project is also in there.  
 15 And so hopefully as we move forward, all  
 16 of that will be built out and it will self-contained  
 17 for each project.  
 18 TRUSTEE TULLOCH: That's helpful. It's a  
 19 good start. I think we've still got a long way to  
 20 go, but my main concern is that we properly  
 21 delineate so we don't just throw lump sums into  
 22 capital to start that balance sheet further.  
 23 MS. NELSON: Correct.  
 24 TRUSTEE DENT: Any other questions?  
 25 All right. That will close out item E 3.

51

1 Moving on to item E 4.  
 2 E 4. Treasurer's Report  
 3 TRUSTEE DENT: Treasurer's report, June  
 4 2024 activities District treasury report to include  
 5 July monthly financials report and district budget  
 6 performance.  
 7 TRUSTEE TULLOCH: I'll continue on my  
 8 favorite topic. As you can see, again, we have  
 9 pretty consistently throughout the year, we've  
 10 overshot on our monthly payroll. It's gone way over  
 11 budget. We also -- jumped to page 4 -- you see the  
 12 overall picture. I'll include year to date on the  
 13 next version. You can see year to date for the full  
 14 financial year, we've overshot our payroll budget  
 15 by 1.1, 1.2 million. No surprises. I've been  
 16 highlighting this all the way through. I think --  
 17 as we expressed during the budget cycle this year,  
 18 don't expect to see that happening, but I'll comment  
 19 on that when we look at July financials as well.  
 20 Not much else. There's some -- in the  
 21 interest of time, just dive through the investments  
 22 and things because for the accounts payable, we have  
 23 no budget number to see against. I don't know if  
 24 it's good or bad.  
 25 Jumping to page 8, the cost center

52

1 revenues versus expenses, again you can see here,  
 2 we've consistently overshot expenses and undershot  
 3 on revenues. The beaches look good on revenues, but  
 4 bear in mind it's because we're collecting a large  
 5 amount of capital for the beach house. That's the  
 6 only reason it looks like it's good there. Even ski  
 7 is barely exceeding the expenses this year. So  
 8 the days of ski providing several million dollars to  
 9 support other venues, don't think we can expect that  
 10 to continue indefinitely.  
 11 Page 9, again you see -- it shows the  
 12 different expense categories for each of the venues.  
 13 Again, the graphs are pretty much self-explanatory.  
 14 Appendix A shows all the disbursements  
 15 over 50,000. Again, for some of these things like  
 16 NV Energy, there's also further check payments there  
 17 shown in Appendix B.  
 18 Appendix B is the total check register.  
 19 And I would draw your attention to -- there was no  
 20 page numbers, but you'll see it and in something  
 21 that was also brought to my attention, something  
 22 I've raised some other concerns, we see a lot of  
 23 expenses for food and beverage just shown as  
 24 unclassified. And basically my discussions with the  
 25 finance team within food and beverage, we're not

53

1 allocating these expenses to any particular  
2 department, so we are just throwing it all into a  
3 huge bucket, and then wonder why we're making a loss  
4 or we think we're making a loss. We don't know what  
5 we're actually doing in terms of food and beverage.  
6 If all we're doing is throwing all these  
7 expenditures in and not attributing them to  
8 anything, I find that very concerning, particularly  
9 when we're supposedly trying to run commercial  
10 businesses and actively trying to recruit external  
11 business. We have no way of knowing whether we're  
12 actually making a profit on it because we have no  
13 way of knowing where we're allocating food expenses.  
14 That's certainly a concern.

15 I think it's something we've asked for  
16 before to -- the Board has been asking for  
17 several months if not over a year for more detailed  
18 and more break down for food and beverage, and it  
19 still seems to be missing.

20 Finally -- I see Trustee Tonking's just  
21 got a question, just bear with me -- on the  
22 procurement cards, I do have some details. We've  
23 reduced them -- we heard in the RubinBrown report,  
24 there was 93 procurement cards. And now showed to  
25 be 43 procurement cards in circulation.

55

1 they had brought that up to me year ago. I had  
2 brought it up to our formal general manager, and he  
3 was supposed to do it and get with our finance  
4 director at the time to fix the chart of accounts so  
5 they could allocate correctly.

6 I do want to say that they had that on  
7 their radar. I'm hoping that can be something that  
8 gets addressed in finance. I know finance staff is  
9 stressed, but I do know that food and beverage has  
10 cited that a big concern of theirs as well.

11 TRUSTEE TULLOCH: Understood. And  
12 maybe -- understanding the pressure in finance at  
13 the moment, and hopefully, yes, it'll be treated as  
14 a priority.

15 I would suggest that food and beverage  
16 staff can, perhaps, do some back-of-the-envelope  
17 stuff themselves. That's the normal way most small  
18 businesses run, a lot of these things are done, back  
19 of the envelope, at least with some allocation.

20 The fact they have no allocations leaves  
21 us not knowing where we're going. It could mean  
22 we're taking on external business and actually  
23 making a loss on it to drive revenues, actually  
24 losing money.

25 If we've increased the targets for

54

1 Mr. Wright, I can assure you I've been  
2 pestering finance director since I've been on the  
3 Audit Committee about use of procurement cards and  
4 getting better controls on them. We are doing some  
5 work on that. I'm pushing on. We've reduced the  
6 numbers. I think they can still be reduced further.  
7 There's a full listing, as every month, on each of  
8 the purchases on that.

9 I'll take questions from the Board on  
10 that, and then we will move to the sources and uses  
11 numbers.

12 TRUSTEE TONKING: On page 4 of your  
13 report, you do the year-to-date expenses looking at  
14 payroll and then accounts payable. Can you do a  
15 total one for us too? That's a nice chart to look  
16 at, it would be nice to see overall in that budget.

17 TRUSTEE TULLOCH: Yes. I hope to do that.  
18 I've been trying to give the finance department a  
19 little space.

20 TRUSTEE TONKING: No rush.

21 TRUSTEE TULLOCH: I agree. Let's do it in  
22 graphical bar charts so it's easier to read as well.

23 TRUSTEE TONKING: Then the other thing I  
24 was going to say, with that food and beverage  
25 concern, I did want to advocate for F and B staff,

56

1 facilities and functions, we need to be able to get  
2 some control over that. We need to know if we're  
3 actually making money or should pull out of that  
4 business.

5 CHAIR SCHMITZ: Trustee Tulloch, if Matt  
6 is able to bring up as an example page 29 of your  
7 report, it's just a page that, as he was scrolling  
8 past, it says "unclassified." To me, is that one of  
9 the issues relative to internal controls, is that we  
10 have the ability to make payments for things and  
11 have them unclassified.

12 Is this something that, in Tyler, has to  
13 be changed as an internal control?

14 TRUSTEE TULLOCH: As I understand it, it's  
15 partially an internal control, but as I understand  
16 it, all these invoices are just coming into food and  
17 beverage and then they are divvied up between  
18 different departments. They're not divvied up  
19 further down. They may go to golf or ski, but they  
20 are not divvied for, let's say, the beaches for the  
21 cost of goods sold that we're being given just a  
22 straight percentage of revenues, and we have no idea  
23 of knowing if these things -- how correct these  
24 things are.

25 So we're doing very, very rough numbers

57

1 that don't let us run a business. And anyone that's  
2 worked in food and beverage knows that the margins  
3 are so small, you need to be on top of these. If  
4 you're not allocating your costs correctly, you have  
5 no idea if you're going to stay in business or not.  
6 CHAIR SCHMITZ: Following up on the  
7 internal control question, I noticed that some  
8 procurement cards were being approved by various  
9 people, and it didn't seem, perhaps, as though the  
10 approver was someone who was part of the department,  
11 what have you.  
12 So have there been internal controls put  
13 in place as it relates to to P card approvals to  
14 ensure that there's the appropriate organizational  
15 reporting structure?  
16 TRUSTEE TULLOCH: The internal controls  
17 are basically -- the policy on P cards, there is a  
18 policy, it just seems to be -- it doesn't seem to be  
19 getting enforced on a lot of occasions.  
20 Yeah, I saw that as well. I saw several  
21 procurement cards for a lower down organization been  
22 approved by Mr. Magee. It seems slightly strange.  
23 But there is a very clear policy on the  
24 requirements for procurement cards. And RubinBrown  
25 highlighted several issues with P cards, which are

59

1 things.  
2 I agree, it needs to be treated as a  
3 priority, as do so many other things in the  
4 RubinBrown report.  
5 CHAIR SCHMITZ: I'm just going to throw  
6 something out for us to potentially talk about  
7 later, and that is sometime ago we talked about  
8 having an internal auditor with some of these things  
9 in order to follow up and ensure that things are  
10 being changed and are being addressed and followed.  
11 It might be something that is a position within  
12 finance that, perhaps, the Board wants to actually  
13 move forward.  
14 TRUSTEE TULLOCH: That would be one of the  
15 things you would expect an internal auditor to do,  
16 whether we outsource it or whether we have somebody  
17 in house.  
18 But, again, that's further down the line.  
19 I think the first line of action is always for  
20 managers, but act in accordance with their  
21 requirements.  
22 CHAIR SCHMITZ: And the acting General  
23 Manager has the authority to ensure those things are  
24 happening.  
25 TRUSTEE TULLOCH: That's my understanding.

58

1 basically where the policy is being ignored. I  
2 think that's -- the policy by itself is -- provides  
3 the internal controls, but I think we do need some  
4 random audits on it or just remind management staff  
5 that are signing off on these what the requirements  
6 are.  
7 CHAIR SCHMITZ: This is something in  
8 RubinBrown, and from my perspective, RubinBrown's  
9 report identified gaps, identified areas that were  
10 considered risk. It's not a roadmap or a recipe of  
11 how to fix things at all.  
12 And I think that's where, perhaps, acting  
13 General Manager Crocker could work with staff to  
14 identify what is the roadmap to addressing these  
15 issues, and having proper P card approvals and  
16 proper assignment of expenses seems to be top of the  
17 list. And it's something that, as board members,  
18 we're seeing it in your report.  
19 TRUSTEE TULLOCH: Obviously the roadmap --  
20 I think there's some suggestions in RubinBrown, but  
21 the roadmap is really down -- we have a policy in  
22 place. I think the initial stages is certainly to  
23 make sure that our management staff are following  
24 the policy, not just signing off against a receipt  
25 with no breakdown or not an itemized invoice and

60

1 The monthly financial summary is showing  
2 the year-to-date actuals. This is basically the  
3 first cut of year, the year-end results across all  
4 the different venues. I'd like to say I put my  
5 shocked face on, but I'm sure you know from my  
6 previous comments, when I go through all the --  
7 basically all the departments, all the venues,  
8 there's a consistent theme: We've overspent  
9 significantly in some areas of salaries and  
10 benefits, yet we way underspent in most areas on  
11 services and supplies.  
12 Yet during the budget process, we were  
13 told by various department heads that they couldn't  
14 do repairs, they couldn't carry out the work they  
15 were supposed to do because it didn't have budget  
16 for it. Yet most of that budget was in the services  
17 and supplies, and this year we actually allocated  
18 additional money to catch up on stuff that had not  
19 been done.  
20 As I stated during the budget process, it  
21 looks -- when I look through these numbers at first  
22 glance, it looks like we've had the money there, but  
23 it's been moved to other budget areas.  
24 Again, I would certainly request that we  
25 make sure directors and managers are actually

61

1 following their payroll budgets, because there's big  
 2 variances, which I've seen already in some of the  
 3 July numbers. We need to understand why they're  
 4 there.

5 I think too another area of concern is  
 6 when I look at the internal services fund, as  
 7 mentioned in public comment as well, after giving  
 8 the internal services fund a half million-plus loan  
 9 from the general fund last year, I see the general  
 10 fund -- the internal services fund this year is,  
 11 again, under by 600,000. I just had an update from  
 12 finance staff prior to the meeting that there's some  
 13 revenue not come in yet against building services.  
 14 But were' still over half a million bucks in the  
 15 hole on internal services.

16 Now, the justification for doing internal  
 17 services internally is that it's the cheapest way to  
 18 do it. But if we're not recovering our costs,  
 19 again, that's another area that we should be looking  
 20 at it, it sounds like either the costs -- there's  
 21 only two ways it's going, either costs are not under  
 22 control or we're not -- the recharges to departments  
 23 are insufficient. In which case, we start skewing  
 24 all the results.

25 I think that's another critical area to

62

1 look at because we're basically now out -- the  
 2 general fund is out over a million bucks to internal  
 3 services. And my understanding of the NRS, I think  
 4 we're in a slightly awkward position with that as  
 5 well. I'm not an expert on that, but I have been  
 6 advised that we need to look at how we're doing  
 7 this. I don't think we did it properly last year,  
 8 is my understanding.

9 Thank you to finance staff as well. I  
 10 know they've pulled this together with the draft  
 11 July numbers. There's still things missing,  
 12 obviously, but we're still getting up to date on,  
 13 because it's showing the current month budget as the  
 14 annual budget.

15 Just a few things jumped out. If I look  
 16 at some venues, I saw one area where we spent 23  
 17 percent of the staff budget in July. I think --  
 18 assuming it's a four-month season, that should be  
 19 okay.

20 Again, I also see areas, if I look at  
 21 facilities, we're showing revenues of \$3,700 for the  
 22 month, but we're showing expenses of 95,000. I know  
 23 facilities had a budget target of 2.1 million, and  
 24 if we're only showing 3,000 in revenues this month,  
 25 some of this may be timing, but I think, again,

63

1 let's make sure we're on top of that. The time to  
 2 take corrective action is at the start of the year,  
 3 not in month 11 when we find that we're way out of  
 4 whack.

5 Any questions following up on that?  
 6 Thank you. Hopefully there's some  
 7 messages there for the management team.

8 TRUSTEE DENT: Closes out item E 4.  
 9 Moving on to item E 5.

10 E 5. Picture Pass and Punch Card Report  
 11 TRUSTEE DENT: Receive and review Picture  
 12 Pass and punch card report.

13 MS. CROCKER: The item before you this  
 14 evening is a follow-up from July 10th board meeting  
 15 regarding the District Picture Pass and punch card  
 16 report. This follow-up report identifies the number  
 17 of Picture Passes and punch cards that have been  
 18 issued to individual parcels.

19 The data changes on a daily basis due to  
 20 renewals, so, therefore, the data before you this  
 21 evening was taken as of August 8, 2024. For privacy  
 22 reasons, the parcel numbers are not identified on  
 23 this report. I would like to acknowledge that staff  
 24 member Chad Smith has retrieved all of the data for  
 25 this report and it had taken awhile, as you can see,

64

1 all of the pages that were individually done per  
 2 parcel.

3 As a summary of our parcels there were --  
 4 as of August 8th, there was 9,237 parcels in the  
 5 District's Capstone database. Out of these 9,237  
 6 parcels, 7,419 parcels paid both the annual  
 7 recreation fee and the beach fees. And then out of  
 8 the 9,237, 444 parcels pay only the recreation fee.  
 9 And then there was 1,374 -- there was a typo, it's  
 10 not 372, it's 374 parcels -- do not pay any fee.  
 11 These parcels are owned by IVGID, Washoe County,  
 12 and/or the State of Nevada.

13 And then on the second page, we have a  
 14 summary of Picture Passes and punch cards issued to  
 15 parcel owners. And with that, there was 7,160  
 16 parcels had at least one active pass on August 8th.  
 17 Then there were the total of 33,878 active passes  
 18 were issued, 21,567 Picture Passes with beach  
 19 access, and then there was 740 Picture Passes  
 20 without beach access. 9,528 punch cards. 1,641  
 21 punch cards that were purchased. And then 86 punch  
 22 cards without beach access.

23 So, again, this is just a summary of what  
 24 the board had requested as a follow-up regarding  
 25 each individual parcel. And so attached, you can

65

1 see that each parcel, without that number, is  
2 identified in the report.

3 TRUSTEE DENT: Any follow-up questions?  
4 TRUSTEE TONKING: This is a great report.  
5 thank you for the information. And, Chad, for  
6 putting together all those pages. It was a lot.  
7 I do think it would be awesome, as a next  
8 step and maybe it will be faster when you do this  
9 time, to show some graphics of that data and some  
10 different ways to visualize it, that would be a  
11 great next step.

12 CHAIR SCHMITZ: I just have a question on  
13 the heading. On the page that has the information  
14 and even where you're talking about them, is it  
15 correct to say that additional IVGID -- so the  
16 heading that says "Additional IVGID," is that  
17 supposed to say "Additional IVGID with no guests  
18 access"?

19 And with purchased punch cards, do they in  
20 fact say "no golf"? Because the headings don't  
21 reflect what, I believe, is actually on the card.  
22 But I'm jumping to a conclusion, so can you clarify  
23 that?

24 MS. CROCKER: Where are you looking at?  
25 CHAIR SCHMITZ: The headers of the raw

67

1 MR. SMITH: No, not really.  
2 CHAIR SCHMITZ: It was an audit that you  
3 didn't find any abnormalities?  
4 MR. SMITH: I typically do an audit once a  
5 month on all the passes that are sold, so I  
6 typically catch it then. I did find three that were  
7 sold incorrectly while I was doing this, and I made  
8 the corrections to it at that time.

9 CHAIR SCHMITZ: Thank you so much for your  
10 attention to detail on that.  
11 TRUSTEE DENT: Any other further  
12 questions?  
13 TRUSTEE TULLOCH: Couple of questions.  
14 If I look at number 1 where there's 75 rec  
15 fees paid on parcel, is this a condominium block or  
16 something?  
17 MR. SMITH: That's correct. I can show  
18 that on property later.  
19 TRUSTEE TULLOCH: So all these were  
20 multiple rec fees paid on the parcel. It's  
21 typically multifamily, condominium.  
22 MR. SMITH: It's typically multiple units  
23 on that property.  
24 TRUSTEE TULLOCH: And following up on one  
25 of Trustee Schmitz' questions, what is the

66

1 data and even up in the descriptions, my  
2 understanding, based on Ordinance 7, the heading  
3 that says "Additional IVGID," my understanding is  
4 that they are supposed to be "Additional IVGID no  
5 guests," but it doesn't say that.  
6 And then when it says "Purchased punch  
7 card," my understanding per the ordinance is that  
8 those are cards that would say "no golf," but yet  
9 it's not referenced here.  
10 I'm asking the question --  
11 MS. CROCKER: I'm going to ask Mr. Smith  
12 to go ahead and answer that.  
13 MR. SMITH: That is correct. I just did  
14 it or left that title out in the interest of saving  
15 space because it made it a lot bigger once I started  
16 blowing it up, so people could read it.  
17 CHAIR SCHMITZ: Thank you for that. I  
18 just wanted to clarify because we had public comment  
19 this evening about how some of the cards were, and I  
20 just wanted to confirm that is being done fairly and  
21 consistently.  
22 Thank you for the time and effort. I know  
23 this was very time consuming. I'd like to know from  
24 staff's perspective, were there things that you  
25 realized and you saw that you didn't expect to see?

68

1 difference between a punch card beach and a  
2 purchased punch card? If it's a punch card  
3 purchased with no beach access, if I look at number  
4 9 here, it's showing five punch cards to the beach  
5 and six punch cards no beach, is that correct?  
6 MR. SMITH: Punch card, and then it would  
7 be -- you said number 9?  
8 TRUSTEE TULLOCH: Yeah. Number 9 there.  
9 I'm trying to understand a punch card beach and a  
10 purchased punch card.  
11 MR. SMITH: One is issued with the  
12 original five, and then the other one is purchased  
13 with the \$90, so they would be able to buy three.  
14 But because they have two rec fees on there, they  
15 can purchase six total.  
16 TRUSTEE TULLOCH: Okay. Yeah. I see  
17 that, yep.  
18 Can I suggest next time maybe we save 223  
19 pages and save a couple of trees, and, perhaps, just  
20 move this into a graph showing how many properties  
21 we have. We can do it on one page then, otherwise,  
22 I don't see much there.  
23 TRUSTEE DENT: That will close out item E  
24 5. Moving on to item F.  
25 F. CONSENT CALENDAR

69

1 F 1. Burnt Cedar Water Disinfection Inspection  
 2 F 4. SR28 Mill and Overlay Project  
 3 TRUSTEE DENT: We have items F 1 and F 4  
 4 remaining. Is there a motion to approve the consent  
 5 calendar?  
 6 TRUSTEE TONKING: I move the Board approve  
 7 the consent calendar.  
 8 TRUSTEE DENT: Motion's been made.  
 9 TRUSTEE TULLOCH: I'll second.  
 10 TRUSTEE DENT: Motion's been made and  
 11 seconded. All those favor?  
 12 TRUSTEE TONKING: Aye.  
 13 TRUSTEE TULLOCH: Aye.  
 14 TRUSTEE NOBLE: Aye.  
 15 TRUSTEE DENT: Aye.  
 16 CHAIR SCHMITZ: Aye.  
 17 TRUSTEE DENT: Passes, 5/0.  
 18 Moving on. General business item G 1.  
 19 G. GENERAL BUSINESS  
 20 G 1. Ordinance 7  
 21 TRUSTEE DENT: Review, discuss, and  
 22 provide direction related to potential edits to  
 23 Ordinance 7 and make a motion to set a public  
 24 hearing date on October 9, 2024.  
 25 MS. CROCKER: The item before you is to

70

1 review and discuss potential recommendations  
 2 regarding edits to Ordinance 7.  
 3 Ordinance 7 was adopted on November 21,  
 4 1987, and has been amended six times since adoption.  
 5 The last updated and approved changes to Ordinance 7  
 6 was on May 26, 2022.  
 7 The proposed changes that are being  
 8 presented include adding updated language, removing  
 9 redundancies, conduct policies, and general use  
 10 regulations, standards and enforcement. The  
 11 highlighted areas in yellow are recommended for new  
 12 language, and the redlined areas are recommended to  
 13 be removed or moved to another area in the actual  
 14 document.  
 15 One of reasons that staff is bringing this  
 16 is regarding some of the conduct. We've had -- at  
 17 our recreation center and our other venues have had  
 18 an increase of inappropriate conduct between  
 19 participants to participants, and then as well as  
 20 participants to staff regarding abusive language,  
 21 fighting. There's been times we've had to call the  
 22 Sheriff's Department to come out. And so that was  
 23 one of the main reasons to put something in our  
 24 policy regarding consequences for that  
 25 over-and-above type of behavior.

71

1 And staff welcomes comments and  
 2 suggestions regarding any changes to this ordinance  
 3 through the public hearing process. Staff has  
 4 received some comments from the public already and  
 5 some calls, so we are looking at all of these  
 6 comments regarding any changes to this ordinance.  
 7 And working with our legal counsel as well to make  
 8 sure that this is the proper language.  
 9 At this time, if the Board has any  
 10 comments, any questions, I'd be more than happy to  
 11 answer them. Again, we are looking at opening this  
 12 up as a public hearing to get public comments, and  
 13 then bring it back on October 9th for a public  
 14 hearing.  
 15 TRUSTEE DENT: Understood. Thank you for  
 16 that.  
 17 I will go to Chair Schmitz.  
 18 CHAIR SCHMITZ: This -- the reason and the  
 19 motivation for making modifications to the  
 20 ordinance, from what prior director of parks and rec  
 21 Shelia Leijon brought to my attention, it had to do  
 22 with the timeline and the way that process works for  
 23 dealing with situations where there's inappropriate  
 24 behavior. I'm not talking about language or what  
 25 have you, but we did have a paragraph, 102, on

72

1 disciplinary action.  
 2 And it was brought to my attention, and I  
 3 was engaged with staff, with Mr. Smith, and also  
 4 with Adia, I don't recall her last name, and what  
 5 they wanted changed was the timeline for going  
 6 through the process of how things were handled. And  
 7 we had great discussion. And I was under the  
 8 impression that this language was going to be  
 9 closely tied with our internal policy, because  
 10 there's also an internal policy about conduct and  
 11 what have you.  
 12 But if you look on 397, this is the  
 13 beginning of that paragraph, it's paragraph 102, and  
 14 it doesn't talk at all about employees. And one of  
 15 the things that, I guess from my perspective as just  
 16 one board member, I don't feel that our staff should  
 17 be subject to abusive behavior.  
 18 And so the whole premise of what I thought  
 19 this was going to be about seems to have been a  
 20 little bit lost. And so I'm not sure what it is  
 21 we're trying to accomplish. And I thought it was  
 22 this timeline of how to deal with disciplinary  
 23 action, but it seems like it's a little bit vague  
 24 still. And we must have the timeline. There must  
 25 be times.

73

1 And so on page 30, I don't have a paper  
2 copy, on page 30, it starts -- again, it doesn't use  
3 a timeline, it just says they need to do something  
4 in a timely fashion. It's within a reasonable time,  
5 and they redlined no more than seven days. And we  
6 have to have some sort of a timeline so that things  
7 are handled quickly, efficiently, and corrective  
8 action is taken because we don't want someone who is  
9 behaving inappropriately to continue that behavior.  
10 But to also, then, the point made in  
11 public comment is, well, what about the general  
12 public? This is all about Picture Pass card holders  
13 and what have you, there should be some expectations  
14 of what the general public's behavior is expected  
15 and what would happen.  
16 So, I'm bit puzzled as to why some of the  
17 language was changed, especially about commercial  
18 use. So I, too, have concerns and questions about  
19 what it is that we're trying to accomplish here,  
20 what problem are we trying to solve, because I'm not  
21 sure we solved the problem.  
22 I would like staff to clearly identify  
23 what is the objective of some of these changes and  
24 to engage other people who were intimately involved  
25 with the drafting of this, such Mrs. Becker, to

75

1 how this came about in paragraph 102, Chair Schmitz,  
2 and bringing up staff, I think that was missed.  
3 I do want to say the other things that I  
4 think were missed is Adia, I also don't know her  
5 last name, presented us with a list of  
6 recommendations, and I don't see a lot of those  
7 incorporated in this document and those were big  
8 hits from the experience from the last two years.  
9 I'd make sure she's in that room of some those  
10 discussions.  
11 And then I think there needs to be a  
12 catch-all for the fact that there are different  
13 things that families face, especially like I talked  
14 to a gentleman who has six kids, how do they deal  
15 with these things. We have to think about how we  
16 deal with some of these outliers.  
17 And then the other thing, and I think  
18 paragraph 76, we heard a public comment on that  
19 today. I'm guessing when counsel reviews this, they  
20 will have a better understanding of some of these  
21 changes and if they are applicable or not.  
22 It helps me to know that legal counsel had  
23 not reviewed it, and that there should be some more  
24 precise language that needs to be changed, as well  
25 as making sure that we include staff in paragraph

74

1 bring something back to the Board that has a bit  
2 more clarity as to why these proposed changes are  
3 being recommended.  
4 MS. CROCKER: Thank you. And we will do  
5 that.  
6 TRUSTEE DENT: I have a question for you  
7 just based on what you were saying. The discussions  
8 you had, was any of this -- this was ran by --  
9 Sergio, you reviewed this before it came into the  
10 board packet?  
11 MR. RUDIN: I reviewed this -- not this  
12 version, I have provided different comments to  
13 staff.  
14 TRUSTEE DENT: Okay. Then has special  
15 counsel reviewed this? Because that's the reason we  
16 have special counsel for Ordinance 7.  
17 MR. RUDIN: I don't believe they have.  
18 TRUSTEE DENT: Okay. We'll continue on.  
19 TRUSTEE TONKING: My main question was who  
20 has reviewed all this before we saw it? Before that  
21 next version, I would love both you and special  
22 counsel to have looked at it so that we're not  
23 asking a bunch of questions that may be irrelevant  
24 in language form.  
25 Thank you for bringing up that issue on

76

1 102. I feel like that was a large miss.  
2 TRUSTEE NOBLE: Both my items have been  
3 covered, but I will still reiterate real quickly.  
4 Paragraph 102, the biggest thing I saw  
5 that staff was not -- staff is, by and large, the  
6 ones that are subjected to the verbal and physical  
7 threats, and they absolutely need to be included.  
8 And the other one was paragraph 76 with  
9 regards to occupants of hotels/motels. Mr. Warner  
10 had referenced language that he had submitted that  
11 I'm not privy to, and I know the last time around,  
12 Mr. Warner's counsel worked very closely with our  
13 general counsel and special counsel, and I would  
14 hope that offer would extend again because there are  
15 two essential hotel/motels and they spent a lot of  
16 time on that language, so any changes start to make  
17 me a little nervous.  
18 MR. RUDIN: And their counsel has already  
19 reached out to me. We've had conversations on this  
20 topic.  
21 TRUSTEE TULLOCH: I'm little bit confused.  
22 If the primary purpose and most of the modifications  
23 here are around disciplinary action, should that not  
24 be a separate, completely separate document,  
25 separate policy covering all IVGID properties,



77

1 venues, employees, guests, et cetera, rather than  
 2 diluting and making Ordinance 7 even more complex by  
 3 adding all these things in? We could just reference  
 4 that policy within Ordinance 7. To me, that makes a  
 5 whole load more sense.

6           And I'm particularly concerned that some  
 7 of these, oh, just minor changes that have been  
 8 stuck in that could completely change it. It's not  
 9 that long that we suddenly found we were issuing  
 10 exchange cards, we're selling day passes to the  
 11 beach at the Rec Center. We're doing all sorts of  
 12 things because we basically let go of any oversight  
 13 of it, and the beaches were just almost unusable.

14           I'm very concerned that we're just rushing  
 15 in and making some of the changes there without a  
 16 full -- particularly given the work that went into  
 17 it there.

18           I would recommend that we look at a policy  
 19 of discipline as a separate item. Let's not dilute  
 20 the two so they are linked that way. I think it  
 21 should apply to all. We've had members of the  
 22 audience standing up here just last year calling the  
 23 board members scum. Now they have right to have  
 24 free expression, freedom of speech, then we had lots  
 25 of people clapping. Any of us use free speech to

79

1 Ordinance 7 can be complex enough to start with.  
 2 I'd certainly like to see it as a separate document.

3           TRUSTEE DENT: I just want to add to that,  
 4 I think it's important that we do have a separate  
 5 document for that. The last thing we want to do is  
 6 have to open up Ordinance 7 and make some change to  
 7 that.

8           In the past, because we had a document  
 9 that had not been changed so much, that's what  
 10 helped us in past legal cases. I definitely want to  
 11 have outside legal counsel weigh in to taking this  
 12 approach, having a separate policy or procedure that  
 13 then ties back to this from a disciplinary action.  
 14 You might be able to put a sentence in or two that  
 15 can be on a completely different policy or procedure  
 16 that you can change anytime and not have to open up  
 17 the ordinance.

18           And then the other thing, Ms. Becker  
 19 volunteered her time. She was instrumental in this  
 20 whole process, working with former general manager a  
 21 couple years ago, and I think it would be important  
 22 to have her institutional knowledge as we work  
 23 through this process and bring her back into the  
 24 mix. It sounds like she's willing.

25           That's my two cents.

78

1 call staff names or something, people would be up in  
 2 arms.

3           This should cover all our venues, the  
 4 disciplinary process.

5           MR. RUDIN: We can't have a separate  
 6 ordinance for disciplinary process that deal with  
 7 suspension of recreation privileges.

8           Covering all of the venues, I would be  
 9 concerned about having it cover ski in the exact  
 10 same manner, in part because they sell passes to  
 11 people who are non-residents, typically, their  
 12 enforcement mechanisms are going to be contractual,  
 13 revocation of a pass, so they have different -- I'm  
 14 assuming they have different programs and policies  
 15 in place for dealing with ski-related issues.

16           TRUSTEE TULLOCH: Normally, you pull  
 17 passes and things at ski.

18           You're saying we can't have a disciplinary  
 19 separate from Ordinance 7?

20           MR. RUDIN: I think we can. I am just  
 21 saying as we are drafting that separate process, we  
 22 need to be mindful that not all our venues are the  
 23 same.

24           TRUSTEE TULLOCH: Absolutely. I think it  
 25 could make much more sense, rather than -- you know,

80

1           CHAIR SCHMITZ: I think it's good  
 2 discussion, and I think that having a separate  
 3 disciplinary, it makes sense. But I think we do  
 4 need to address the employee issue, and that was my  
 5 understanding of why we were doing this. I was a  
 6 bit puzzled why it wasn't changed in that manner.

7           There are some other things, paragraph 63  
 8 suddenly talks about additional privileges. I don't  
 9 know what those are.

10           And I agree with the other comment that  
 11 Ms. Becker made, and that was on paragraph 46, where  
 12 it no longer was referring to single family parcels,  
 13 different than multiple resident parcels or  
 14 condominiums, and it did open the door to say, oh  
 15 gosh, it looks like you can pay an additional  
 16 facility fee and get more cards. And I think the  
 17 way that language was changed in paragraph 46 was  
 18 quite troublesome.

19           I think we need to understand why this  
 20 language was being proposed, and as suggested, have  
 21 special legal counsel and district counsel review  
 22 these changes.

23           I would like to defer having -- setting a  
 24 public hearing. I would like to give staff  
 25 appropriate time and counsel appropriate time, and I

81

1 don't think that October is probably realistic,  
 2 given all of the other demands that are being placed  
 3 on management at the District right now given the  
 4 RubinBrown results, but that's my perspective.  
 5 TRUSTEE DENT: Everyone okay with not  
 6 taking any further action at this time? We've all  
 7 given feedback to general counsel and to our acting  
 8 General Manager.  
 9 TRUSTEE TULLOCH: Do we need a motion to  
 10 go ahead with drafting the separate section for  
 11 disciplinary?  
 12 TRUSTEE DENT: No, I don't think we need a  
 13 motion. I think we just -- we gave direction to  
 14 staff and they will bring it back to us. I'll look  
 15 into it with outside legal counsel, more  
 16 importantly.  
 17 Is eight o'clock. We will take a  
 18 five-minute break and be back at 8:05.  
 19 (Recess from 8:00 p.m. to 8:05 p.m.)  
 20 TRUSTEE DENT: All right it's 8:05. We're  
 21 going to resume our meeting. We're now on item G 2,  
 22 formerly G 11.  
 23 G 2. Director of Finance Recruitment  
 24 TRUSTEE DENT: Review, discuss, and  
 25 possibly direct staff to begin the recruitment of

82

1 the director of finance and/or contact Washoe County  
 2 seeking assistance in filling positions in the  
 3 finance department. Requesting staff member is  
 4 Trustee Tulloch. You can find this on page 517 of  
 5 your board packet.  
 6 TRUSTEE TULLOCH: As we're aware, we've  
 7 had the director of finance has been unfilled for  
 8 sometime. We've had -- Mr. Cripps has now submitted  
 9 his resignation, and we're also finding that a lot  
 10 of positions that the Board has been approved to be  
 11 filled in have not been filled.  
 12 We are under review by the CLGF. It's  
 13 long overdue. We need to get a director of finance  
 14 in place urgently. Obviously that process probably  
 15 could take two to three months. I think it's  
 16 important that we get a director of finance with --  
 17 that's got suitable government experience,  
 18 particularly with NRS. And some people might be  
 19 surprised to hear me say that, but there's another  
 20 ulterior motive for it. I think that's the most  
 21 important area.  
 22 If we're looking at a broader range of  
 23 candidates for general manager, I think it's  
 24 important having a blend there of a general manager  
 25 from external, having a director of finance who

83

1 understands local government finance, we'd make a  
 2 very good team that way. I can only offer that as  
 3 comment.  
 4 I think it's -- the finance team are under  
 5 huge pressure at the moment, and they are actually  
 6 doing an exceptional job. We've identified some of  
 7 the things, the issues they're facing at the moment.  
 8 We need to get some leadership in there,  
 9 professional leadership in there quickly.  
 10 As it was suggested that we approach the  
 11 county to see if they can find an interim resource,  
 12 and I have no objections to doing that. If the  
 13 Board would like to do that, I think that could be a  
 14 good, if they can offer us a suitable resource for  
 15 maybe a three-month period while we do a recruitment  
 16 for a director of finance, I think that's also good.  
 17 We really need some reinforcement as we're finding  
 18 we've lost senior staff in recent months in some of  
 19 the most critical areas of the business. We are  
 20 stretched thin. To me, the most critical need at  
 21 the moment is get a director of finance on board so  
 22 we can get things cleared up. We can get internal  
 23 controls in place, we can follow the roadmaps that  
 24 we have from these consultants, and we can get the  
 25 whole thing moving.

84

1 This is not something that's just suddenly  
 2 has happened in the last six months or something.  
 3 The more we dig, the more we find. We saw a lot in  
 4 the RubinBrown report, the more we dig into things,  
 5 the more we find that there's been huge issues  
 6 for years. We weren't told -- the previous finance  
 7 director that we were way understaffed in finance.  
 8 We've put a lot of effort and money into it in the  
 9 last financial year to strengthen it. We need to  
 10 keep this moving.  
 11 TRUSTEE DENT: Thank you.  
 12 TRUSTEE TONKING: Well, I will do  
 13 something I don't usually do, I'm not going to argue  
 14 with Trustee Tulloch, and I agree that we should do  
 15 this.  
 16 I think, A, we need a director of finance.  
 17 I think what savings we will receive from the  
 18 assistant director, that will be helpful. And I do  
 19 think using the county as a resource could also be a  
 20 helpful opportunity for us as we move forward for  
 21 the next few months, especially given some of the  
 22 issues we're having with the Department of Tax, et  
 23 cetera, shows that we are actively working.  
 24 TRUSTEE DENT: Yep. And I believe we did  
 25 start actively recruiting for a director of finance?

85

1 MS. CROCKER: We're going to open it up  
 2 tomorrow. Our human resources department has gotten  
 3 the flier and we're ready to go.  
 4 TRUSTEE DENT: I see or Director of Human  
 5 Resources online. Did you want to say anything?  
 6 MS. FEORE: Just to reiterate what acting  
 7 General Manager just said, working with the staff,  
 8 we've got the flier ready to go. We were just  
 9 waiting for the approval or the direction by the  
 10 Board to move forward. We're ready to go.  
 11 We've got some great resources for posting  
 12 this job, so I think we're going to be able to cast  
 13 a very wide net. We're ready to go.  
 14 As soon as you guys say go, we're off to  
 15 the races.  
 16 TRUSTEE DENT: Understood. Go.  
 17 TRUSTEE TULLOCH: Director Feore, can we  
 18 see the flier first, please?  
 19 MS. FEORE: Certainly. I can make sure  
 20 that, once the final touches are made, I will ask  
 21 our talent acquisition specialists get it to acting  
 22 General Manger to send out to the Board.  
 23 I'm on vacation this week so I don't have  
 24 immediate access to all of these things, but I will  
 25 make sure they get done.

87

1 I will tell you that controller Vicky and  
 2 I and Sue Griffith, who you've met this evening,  
 3 have been working very closely with our IT director,  
 4 Mike Gove, on getting some resources directly from  
 5 Tyler. I believe Sue may be able to to speak to  
 6 this a little bit more. I've heard it kind of  
 7 anecdotally, so they are already looking at what  
 8 some of those resources are that are available.  
 9 We're kind of on that side of it already.  
 10 CHAIR SCHMITZ: I'm a little bit confused  
 11 because I believe I received an email from  
 12 then-General Manager Magee that he had given  
 13 direction to begin recruiting for that third  
 14 accountant position immediately, and that was a  
 15 couple of weeks ago.  
 16 MS. FEORE: I did not receive that  
 17 direction. And I think that -- I know that there  
 18 had been some emails going back and forth and there  
 19 was some confusion about the director of finance:  
 20 Was it budgeted, was it not budgeted, what was  
 21 available?  
 22 And that's when I found that the third  
 23 accountant position had not been budgeted, so we  
 24 were waiting to -- again, I think Sue might be able  
 25 to speak to this -- take a look at what savings we

86

1 TRUSTEE TULLOCH: If we could get it to  
 2 the Board as priority so we can make sure if there's  
 3 any changes we want to suggest before it goes out,  
 4 rather than changing it after it's gone out.  
 5 MS. FEORE: You should have it before  
 6 end-of-day tomorrow.  
 7 CHAIR SCHMITZ: I see this as staff's  
 8 responsibility. This is one of the roles of the  
 9 acting General Manager is to fill the staffing that  
 10 she needs to have and she believes we need.  
 11 I don't think it's just a director of  
 12 finance. I would ask from staff to understand, what  
 13 we need the Board to do as it relates to Tyler  
 14 Munis? Because I understand that Washoe County does  
 15 not have experience with Tyler Munis. Do we need to  
 16 bring back to the Board another agenda item on our  
 17 long range calendar to touch on Tyler Munis  
 18 resources and potentially ask the county, not only  
 19 for a director of finance, but I believe we're also  
 20 short an accountant, do we need to request an  
 21 accountant in the interim? Because I believe that  
 22 position is also being recruited at the moment.  
 23 MS. FEORE: It's not at the moment. I've  
 24 have not been given that direction for the third  
 25 accountant.

88

1 were going to have from a salary standpoint based on  
 2 the vacant general manager position, assistant  
 3 director of finance. We were looking to see what  
 4 kind of resources we had available before we moved  
 5 forward.  
 6 But, no, that position has not yet been  
 7 recruited.  
 8 CHAIR SCHMITZ: So my feeling is is that  
 9 we need to -- we, as the Board, need to be  
 10 supportive of what the finance department needs. We  
 11 have -- I think rather than spending time and  
 12 analyzing, I think that's something that the acting  
 13 General Manager will have to just figure out.  
 14 But with everything, with the internal  
 15 controls issue, all of the catch-up work, and the  
 16 fact that we still don't quite have things ready for  
 17 our audit, we, as a board, I believe need to be just  
 18 saying: What does the finance department need?  
 19 And tell us what you need, and, I guess,  
 20 it will be the acting General Manager's  
 21 responsibility to figure out how to make that  
 22 happen. But we can't be expecting huge improvements  
 23 in a department that isn't staffed effectively.  
 24 So if we need to ask for Washoe County for  
 25 an interim accountant, I think we should add that to

89

1 the list.

2 MS. FEORE: Yeah. And, again, I know

3 Sue's at the table, she can kind of speak to this,

4 in talking with Vicky and Sue a lot this past week,

5 we talked about the third accountant position and

6 did it make sense to have someone at that level? Is

7 it possible that we need somebody who is working

8 directly with our accounts payable person? Someone

9 who can kind of float between two positions?

10 We're actively looking at this. And, Sue,

11 I don't know if you wanted to chime on any of this.

12 MS. GRIFFITH: Actually, we've been doing

13 a lot of meetings this week, as you can probably

14 imagine, and were going to get together with HR and

15 roll up our sleeves and see where are our talents,

16 what do we need to fill, how can we go about it?

17 We had a long meeting with IT today to

18 see -- we have a nice little list of what we need

19 from Tyler, where are our immediate urgencies that

20 we need to address so we can be functioning normally

21 as well as implementation down the road after we get

22 through the audit cycle as well.

23 To let you know, we are actively trying to

24 solve this problem as best we can, and staff's

25 rolling up their sleeves and picking up anything

90

1 that we can and trying -- always re-prioritizing.

2 We had a great meeting with Trustee Tulloch as well,

3 so he's understanding what we're faced with and that

4 we have a plan. We are just needing to execute and

5 a few more meetings so we can say we think this

6 would be the best way going forward.

7 We did meet with Washoe County. We had a

8 great Zoom conversation with our liaison and their

9 CFO. And the CFO informed us that there's nobody

10 nearby that does Tyler.

11 We're kind of hesitant at this point

12 because we're going in fifth gear, and to have new

13 faces and we need to train them on everything when,

14 right now, we're just willing to roll up our sleeves

15 and do the extra work that it takes to try and keep

16 the bills paid and get through these tight points

17 during the season right now.

18 Did I cover everything that was talked

19 about?

20 MS. CROCKER: What I was going to say, as

21 Sue mentioned, we've been meeting every day, and

22 just trying to move forward regarding our budget,

23 getting bills paid.

24 And I did want to share with the Tyler

25 Munis, when I met with IT, our goal is that finance,

91

1 Sue's the keeper of the list regarding what we need

2 for Tyler, regarding integration, there's some

3 integration issues. And so as soon as that is

4 final, which I think it almost is, then we're going

5 to have Mike Gove go ahead and get a proposal from

6 Tyler.

7 Hopefully we can bring a contract back to

8 the Board within the next month. That is our goal.

9 We need to get that going.

10 TRUSTEE TULLOCH: Yeah. Thank you. Yes,

11 we had a very good meeting. It was very helpful in

12 understanding some of the things there.

13 With regard to Tyler, let's make sure we

14 have a comprehensive plan, let's make sure we

15 identify all the things we need to do, not just an

16 emergency one. Let's phase it and let's make sure

17 we address all these things.

18 One of things that flabbergasted me was

19 the fact that we're still having to do manual entry

20 of all these invoices and things. There's no

21 automation, there's no CR, that's killing us in

22 terms of that, particularly when I found that some

23 areas, some of our vendors were sending us an

24 invoice for every single item we purchased, like a

25 \$2 screw, we get another invoice for it. I've given

92

1 a few suggestions that maybe we can get around that.

2 Let's make sure in Tyler that we identify

3 all of the things we need to do, because we heard

4 Director Nelson say that there's still a lot of work

5 to be done in the capital module, and that's very

6 critical. Let's get the balance sheet sorted out

7 properly.

8 TRUSTEE NOBLE: I support the moving

9 forward with the accelerated recruitment process for

10 the department of finance. I also support what

11 staff has been doing up to this point and has

12 elaborated on what they are planning on doing moving

13 forward with regards to Tyler and positions.

14 Whatever you need to -- whatever items you

15 need to bring back to the Board, bring back as soon

16 as possible. Things that you don't need board

17 approval for, I would defer to Ms. Crocker to carry

18 those or allow the people that need to take action,

19 take action.

20 And then my only request is with the

21 individual trustee's review of the job posting for

22 director of finance, if we just have a maximum of a

23 one-day turnaround so it doesn't languish. And that

24 if there is a response from one or more trustees at

25 that time, that's it. Take what you got and move

93

1 forward.

2 TRUSTEE TULLOCH: Can you clarify, Sue, do

3 we want to get a temporary director of finance from

4 Washoe County or not? I was a little confused by

5 some of the comments on that. Make sure I am still

6 kept on track. I have senior moments from time to

7 time.

8 MS. GRIFFITH: I'm powering on a lot of

9 caffeine, so I probably rattled a little fast.

10 We're suggesting to decline help in that

11 regard. I think we have a plan that we can stay on

12 track, that we wouldn't want to have to be slowed

13 down bringing somebody in at this point in time. It

14 will slow us all down.

15 TRUSTEE TULLOCH: Thank you. That was

16 what I wanted to clarify that. Appreciate that.

17 And, yeah, echo my colleagues comments,

18 you guys are doing a great job at the moment under

19 tough circumstances. And I totally agree, one day

20 maximum, let's say 5:00 p.m. tomorrow night,

21 perhaps, for any comments coming back to you on the

22 advert?

23 MS. FEORE: Yes. And I would ask that

24 those comments come back to me. I will work with

25 staff on site to work with our recruiter to get the

95

1 going to help us once we are able to hit go with

2 Tyler Munis.

3 MS. FEORE: I wanted to mention real quick

4 that in working with Sue and Vicky, we have talked

5 about bringing in some temps to help, even if it's

6 just strictly from a data entry to help the team get

7 caught up on some of these other things. And so

8 that's something that we had talked about as well,

9 reaching out to other resources to see if we can

10 bring in an internal temp to have someone -- or two

11 -- to help the team get caught up.

12 That's also on our list of things to

13 discuss.

14 TRUSTEE DENT: Understood. And that's how

15 I see Washoe County as a resource too. That's the

16 only reason I was bringing that up.

17 CHAIR SCHMITZ: Couple of questions.

18 My recollection is is that Baker Tilly

19 didn't necessarily finish the work but ran out of

20 their contract dollars, so do we potentially need to

21 reengage with Baker Tilly to do additional services

22 as well?

23 MS. FEORE: We actually do have two folks

24 who were with Baker Tilly that have continued on as

25 temp employees, and so they have been assisting.

94

1 information out. I will coordinate all of this so

2 we can get this done rapidly.

3 And with luck, get the recruitment out as

4 early as Friday.

5 TRUSTEE TULLOCH: Thank you.

6 TRUSTEE DENT: I do have a concern by

7 not -- I get staff's recommendation right now, not

8 bringing in a director of finance from Washoe County

9 because we have to get them up to speed, but we're

10 really short in the department and we need a lot of

11 help, need resources because we don't have them. So

12 whether it's other accountants or anyone that can

13 understand our ask and can fill in, perhaps where we

14 go, if we're not going to get a director of finance.

15 I feel like we do have a lot of areas to

16 maneuver, especially seeing these budget numbers,

17 and maybe it isn't a director of finance, but it is

18 a senior finance expert that we need, along with

19 people to do, maybe, some more of the data entry or

20 whatever it is to get us up to speed. Especially if

21 we are going to be bringing consultants in to help

22 with the Tyler Munis, we're still going to have to

23 do some of that work.

24 So, I feel like getting someone on board

25 and up to speed sooner rather than later is only

96

1 One is specifically working with our audit so that

2 it alleviates a little of that for both Vicky and

3 Sue who can kind of get in there and manage the day

4 to day.

5 Remind me again, Sue, Kim --

6 MS. GRIFFITH: Kim helps with processing

7 and approving invoices and journals as well. And

8 actually we discussed today, considering when we

9 meet with you the next week, the idea of seeing if

10 they are willing to work more hours with us, this

11 interim as well, as they're already familiar with

12 our operations and software.

13 MS. FEORE: Especially with one of the

14 ladies who has been working through the audit, she's

15 very familiar about the District as a whole, and the

16 District's operations as it relates to finance.

17 Very familiar with Tyler, so we kind of got some

18 built-in help already.

19 I think, yes, that's part of our

20 conversation is is there an opportunity to increase

21 those hours that we budgeted for those two folks?

22 CHAIR SCHMITZ: Then a follow-up question.

23 Do we have in the job description of the director of

24 finance that they have to have experience and

25 knowledge with the Tyler Munis system? Is that a

97

1 job -- a requirement for our director of finance  
2 position?

3 MS. FEORE: Let me just get the job  
4 description open. We didn't have that before, but  
5 typically we leave those systems out of a job  
6 description simply because they can change. But it  
7 is a requirement from a short sampling.

8 When we go to interview folks, that's  
9 going to be a considering factor, so we would need a  
10 director of finance to have Tyler Munis experience.

11 CHAIR SCHMITZ: So we're going to put  
12 Tyler Munis experience over other criteria for the  
13 director of finance position, is that what I'm  
14 hearing?

15 MS. FEORE: Not necessarily over.  
16 Obviously if somebody has strong experience but are  
17 not as familiar with Tyler, those are trainable  
18 tools. I mean, those are things that we can train  
19 that staff member on, but if they come with Tyler  
20 experience, it's going to be preferable.

21 When we do our advertisement and tell the  
22 candidates what we're looking for, that's one of the  
23 things we add in.

24 CHAIR SCHMITZ: Does the director of  
25 finance get involved in a lot of the details related

99

1 as only being additional resources to help dig us  
2 out of this hole that we're in relative to internal  
3 controls, et cetera. I think it would give us a  
4 jump start. So, I guess still would encourage that  
5 to be examined as additional support for staff.

6 And when and if we hire a director of  
7 finance, that may be months, it might be, a couple  
8 of months to going through the posting time, the  
9 interview time, and then someone giving notice and  
10 coming on board.

11 Realistically, would you say that's a  
12 realistic timetable is a few months?

13 MS. FEORE: It's a very realistic  
14 timetable.

15 The other thing, too, is I have heard from  
16 some of our regional partners that there are a few  
17 other directors of finances or lead finance  
18 positions that are coming open in the next  
19 six months, so we're going to have some competition.

20 The good thing is that if we get out there  
21 ahead of the competition, we may get the cream of  
22 the crop, but it could also hamper our recruitment  
23 efforts as well and could extend the period of time.

24 CHAIR SCHMITZ: I guess I would say I  
25 think we should at least do what we can to reach out

98

1 to specific systems such as Tyler Munis? I guess I  
2 am not aware of that.

3 MS. FEORE: Well, what I can tell you  
4 going back to the last two -- not to discount Bobby  
5 Magee, but going back further back from Bobby Magee,  
6 the last two directors of finance, they were in the  
7 accounting system quite often, specifically for  
8 reports, analytics, and all of the things that the  
9 systems do.

10 I think it would be helpful, if somebody  
11 has that experience, they could be preferred over  
12 other candidates that don't. But I think it's  
13 ultimately going to come down to background,  
14 education, experience.

15 CHAIR SCHMITZ: Okay. I think that it's  
16 great that staff is pulling together and working  
17 together. I know they've had a tremendous backlog  
18 of work for an extended period of time.

19 I feel that by reaching out to Washoe  
20 County if they have a director of finance who does  
21 have knowledge and experience with NRS, with  
22 governmental accounting, with governmental financial  
23 reports, dealing with questions that come from the  
24 public relative to how we're doing our accounting  
25 and following procedures, I guess I would see that

100

1 to Washoe County to at least pursue the opportunity  
2 to have some additional resources helping staff,  
3 because if it is a longer period of time, our staff  
4 just can't go week after week after week constantly  
5 sort of swimming upstream a bit.

6 We I think that we should at least reach  
7 out to Washoe County and request the resources and  
8 see what comes of it and see what comes of our  
9 recruitment effort.

10 But, again, I think, perhaps, a parallel  
11 path is in the best interest of staff.

12 TRUSTEE TULLOCH: I think we've got a new  
13 place of plan here. I might suggest some  
14 modifications.

15 I've listened to finance, and I think --  
16 thank you to my colleagues for all supporting us and  
17 getting additional warm bodies in place since that's  
18 one of the key requirements. I think -- what I  
19 would suggest from the Washoe County perspective is  
20 let's -- rather than reaching out for a director of  
21 finance, let's reach -- why don't we reach out to  
22 them for some advisory support, some higher-level  
23 advisory support, because that would also help  
24 embellish with the CLGF what we're doing, it  
25 wouldn't necessarily distract from it, from our

101

1 efforts.

2           The key thing, as Sue has described, is

3 actually getting bodies on the ground, worker bees,

4 if you like, whatever you want to call them, but

5 actually getting the work done.

6           And if we could get some higher-level

7 advisory support and just a contact person even from

8 Washoe County just to help smooth things over at

9 senior level, it would demonstrate we're actually

10 doing it and actually give us the best of both

11 worlds, I think.

12           TRUSTEE NOBLE: What I'm hearing from

13 staff is that reaching out to the county may not be

14 the best thing.

15           After listening to the discussion here and

16 everything that you know and are looking for, I

17 would expect that if you feel that the county is a

18 good option, go for it, and if it's not, you feel

19 that your time and efforts would be better spent in

20 a slightly different direction, I would recommend

21 doing that.

22           I would not go with the county just to go

23 with the county if it's actually going to hinder

24 staff.

25           TRUSTEE DENT: Any other further

102

1 discussion on this item, clear direction, clear as

2 mud?

3           MR. RUDIN: Yes.

4           If you want the county's assistance,

5 you're going to need to vote because you have to

6 submit a request in writing, outlining exactly what

7 kind of assistance you're looking for.

8           TRUSTEE TULLOCH: Sue, would it be helpful

9 just having some high level from Washoe County just

10 to give you a body to reach out to, if need be, and

11 some clarification? Would it hinder you? Would it

12 be helpful to providing some coverage at CLGF level

13 and things?

14           I'm not thinking a full-time role, just

15 some on-call advisory if need be.

16           MS. GRIFFITH: Actually, we did have the

17 Zoom call and we have resources now. Any questions

18 we have or help we need, we have that dialogue now.

19           We will definitely reach out and do

20 another Zoom call after we meet next week and get

21 some ideas and see what they think about that as

22 well, if that would be agreeable, we will bring them

23 into the fold.

24           TRUSTEE TULLOCH: I'm good with that. I

25 just want to make sure that we've got support and

103

1 that we can demonstrate externally that we're doing

2 it. Thank you for that.

3           I support Trustee Noble. That's twice in

4 two meetings now.

5           TRUSTEE DENT: All right. Any further

6 discussion on this item?

7           All right. Seeing one, I'll close out

8 item G2. It's 8:30, we have eleven items, yeah,

9 eleven items. We're probably not going to get

10 through all of them. Do we want to look at the

11 agenda again and make sure we have them in order

12 that we need?

13           (Cross talk.)

14           TRUSTEE DENT: Okay. So we will move on

15 to Item G 3, formerly G 8. And while we're doing

16 that, our acting General Manager will look through

17 the items and help us prioritize the ones that can,

18 maybe, get tabled for this meeting.

19           G 3. Management Firms RFP

20           TRUSTEE DENT: Review, discuss, and

21 possibly approve the request for proposal for

22 management firms with the ability to fill the

23 general manager's position, and also supply services

24 to assist the District in addressing the issues

25 identified by various consultant reports. Pages 482

104

1 through 482 of your board packet.

2           We have Director of Human Resources on the

3 line, and I believe she's worked with Trustee

4 Tulloch.

5           MS. FEORE: I want to apologize to the

6 Board. My memo subject line was written well in

7 advance of the agenda being published, so I didn't

8 get a chance to update the subject line, so I

9 apologize to the Board for that. That was changed

10 kind of at the last minute.

11           As we discussed at our last board meeting,

12 I was to work with Trustee Tulloch on this project

13 on creating the new draft of the RFP. Thank you,

14 Trustee Tulloch, for your time and the conversation

15 that we had.

16           We have -- while some of the language

17 mirrors the language that was listed before, we have

18 added -- I say "we," it was working with Ray, who

19 had some phenomenal suggestions, so all credit goes

20 to him. We added in some additional language.

21           For example, bullet point number 1,

22 obviously, provide potential experience business

23 operations candidates from the respondent for the

24 vacant general manager position. And throughout the

25 document, there was some additional language that

105

1 was noted as well.

2 Trustee Tulloch, my -- I'm so sorry. My

3 laptop is freezing and I can't open the document so

4 I don't have it in front of me. Can I ask you to

5 speak to the document? I apologize. It's frozen.

6 TRUSTEE TULLOCH: Just to clear up a few

7 misconceptions from public comment, I think some

8 people seem to be reading a previous document. This

9 is certainly not a sole source, as suggested,

10 procurement. It's also not sort of any done deal.

11 And also to save any embarrassment for Trustee Noble

12 and clarify, yes, I drew in some of his suggestions

13 and modified the RFP a bit further, and also widened

14 the scope of it. It was necessarily prescriptive.

15 I think as we're experiencing at the

16 moment, we're short of skilled resources. I've

17 tried to write the RFP in a way that is inviting

18 suggestions, proposals from people that provide a

19 range of services. I haven't tried to make it

20 prescriptive.

21 I think what we've got to remember is our

22 role here to ensure we deliver quality services cost

23 efficiently. It's not -- we should not be fixed,

24 necessarily fixed on an idea that we are the only

25 people who can do it. If there's better ways of

106

1 doing it or getting suggestions externally to do it,

2 we should certainly be looking at these.

3 Again, I'll stress before I get lots of

4 more hate mail, I'm not suggesting one way or the

5 other. All I'm doing is throwing out some

6 suggestions. Some respects, it's testing the market

7 to see what things that are out there. We've heard

8 some various areas that our staff are under stress

9 and we're struggling with things there.

10 I tried to write the RFP in a way to

11 attract interest and see if there are areas that are

12 of interest to the Board. It's certainly not a done

13 deal or anything. It's not an attempt to outsource

14 everything, as some people seem to have concern

15 about. It's an attempt to see what opportunities we

16 have out there to get services to actually help us.

17 TRUSTEE NOBLE: Building on the last two

18 meetings and my objections to moving forward with

19 either Troon or moving forward with this RFP, I

20 think we should be focused on the GM search. And

21 Director Feore let us know at the last meeting that

22 there was robust interest, at least as of a week

23 ago, in that position. And I still think that's the

24 right way to go.

25 If the majority of the Board does feel it

107

1 is necessary to move forward with this RFP, I still

2 think it should be delayed.

3 If you look at the links to the reports,

4 what's missing is the staff responses, at least the

5 RubinBrown, we had an informal staff response, and I

6 thought we were going to get a formal staff response

7 for this agenda, and I looked at the long range and

8 don't see that, but I know Mr. Magee had referenced

9 34 of the 41 observations had either been addressed

10 or were in the process of being address, and so

11 would help narrow the scope and maybe focus anybody

12 that's responding.

13 And also with the food and beverage --

14 response to the food and beverage report, I believe

15 that's going to be presented at the September 11

16 meeting. Again, that would be something I would

17 think that would be helpful to anybody that is

18 responding to it.

19 Although I will reiterate, I don't think

20 we should be issuing this RFP.

21 TRUSTEE TULLOCH: Appreciate that. And

22 again, I fail to see the harm in it. I think the

23 problem with the delaying and delaying and delaying

24 is we run into issues and then suddenly find

25 ourselves like we are at the moment, a situation

108

1 where we have no bench. We're going through the

2 critical period for some of major revenue generators

3 and things. I don't see any harm in putting this

4 RFP out and seeing what responses we get out there.

5 Nobody's saying we have to accept them. And I also

6 support the GM recruitment going on in parallel.

7 I don't think we automatically have the

8 best answers here. I think -- depending on what

9 responses we get, there may be some areas of

10 interest that can actually support us. It's not --

11 Director Feore will clarify, under NRS, we can't

12 just simply outsource things and get rid of staff.

13 We can bring in support services to help us,

14 actually help us with execution. My emphasis has

15 always been on actually execution here, not just

16 more consulting reports that don't really help us

17 down the line.

18 I think this is a good opportunity to

19 reach out and to see what else is available out

20 there as well. I'm not sure I see the harm in it.

21 If we find there are better ways of doing

22 things and we can deliver better services at a

23 better price to our community, I think we have a

24 fiscal responsibility as well, and a more moral

25 responsibility to do the best thing for the



109

1 community.

2 CHAIR SCHMITZ: I think that there's

3 nothing to say that there couldn't actually end up

4 being a hybrid of both situations. And I think that

5 we have so many challenges before us that need to be

6 addressed that these firms -- I think that the

7 question that should be asked is for these firms to

8 tell us what services they offer that would expedite

9 improvements to our gaps and internal controls, our

10 point of sales system challenges, and culture

11 development because that is, to me, in a nutshell

12 what the bulk of the RubinBrown report is.

13 So I feel like we just need to be a bit

14 more clear of what we're looking for. And we're

15 looking for a firm who could expedite improvements

16 in our gaps, internal controls, point of sales

17 systems, and culture development.

18 In the RFP, as an example, bullet point

19 number 2, it says, "utilizing." You know, the

20 consulting reports provide recommendation,

21 implementation, and resource plan, but, to me, it

22 should say "including cost estimates." To me, I

23 think this should be a bit more of a la carte.

24 And I think the third bullet point on

25 working on a strategic plan, I feel like we've got

110

1 so many tactical challenges identified in the

2 subsequent bullet points, I don't want us to get

3 lost and suddenly to be spending lots of time

4 working on strategic plans when we have -- we're

5 looking for leading practices and how we can better

6 manage the District.

7 And I think these bullets points are okay,

8 but I think we need to be more clear about what

9 we're looking for. Yes, we're looking to see do

10 they have a general manager but, additionally, do

11 they have a backdrop of additional resources that is

12 going to help us to get from where we are today to

13 an improved state more rapidly. And I think that's

14 what we're looking for.

15 My suggestion is that we tweak this a bit

16 further. To Trustee Noble's point, if we go both

17 ways, we might be introduced to a firm that maybe we

18 don't go with who they have for a general manager,

19 but we might go with them to help us move things

20 forward.

21 I am in support of the RFP, but I think it

22 needs to have some refinements to be more specific.

23 TRUSTEE TONKING: I have a few thoughts.

24 I think if we go with a hybrid approach, I want to

25 be really cognizant about the time and energy. I

111

1 guarantee you, the people that are going to apply to

2 this, they have looked and watched our board

3 meetings, and here we are saying, well, we may go

4 with your GM, we may not. We're going to look at

5 this.

6 I would not, as a consultant, spend any

7 time filling out an RFP for this, because I feel

8 like it's a lose/lose-type situation.

9 I think we need to have a better strategic

10 plan, and so I think, to be honest, we should go a

11 little bit further down this GM route, see where

12 that brings us, and if then if you need a

13 supplemental, go that way. But I don't think you

14 can do them concurrent with this same list of

15 services that you have in here.

16 TRUSTEE DENT: Sergio, can you speak to

17 the RFP process and evaluating on cost?

18 MR. RUDIN: This is a professional

19 service. You're not required to award on the basis

20 of lowest responsive, responsible bidder the way

21 that you are in Public Works contracts. You're

22 evaluating qualifications and you're looking for

23 best value.

24 So, I mean, there will be -- often times

25 in an RFP, there will be some sort of scoring

112

1 criteria in terms of what you're looking for. And

2 staff or whoever is doing your first pass of review

3 to figure out if someone's qualified to even bother

4 bringing any sort of further evaluation to the Board

5 is usually setting forth what they are looking for

6 in terms of evaluating the proposals to help the

7 consultants prepare something that's meaningful.

8 TRUSTEE DENT: As far as this item, I

9 mean, do we need 20 pages, do we shorten it to try

10 to get more people to respond?

11 TRUSTEE TULLOCH: Actually -- as having

12 done hundreds of RFP responses, actually, it's

13 harder to shorten it and it's more difficult. I've

14 cut down from 50 to 20 so they can actually get

15 enough information. Responding to these, limiting

16 pages, you have to pull all sorts of stupid stunts,

17 and the formatting look terrible.

18 Twenty pages is enough to get across, but

19 it's not excessive, because typically half of that

20 is going to be boilerplate that you use in almost

21 all your bids as well. I think 20 pages is a pretty

22 good compromise.

23 TRUSTEE DENT: What are your thoughts on

24 incorporating what Trustee Schmitz said? I mean,

25 she kind of said the crux of this is what services

113

1 to do, offer to help us with out internal controls,  
 2 point of sales system, and culture. That seems like  
 3 something we can easily add to this without a lot of  
 4 time.

5 TRUSTEE TULLOCH: Certainly. And there's  
 6 not an issue in doing that. I turned this around in  
 7 24 hours from the last board meeting based on the  
 8 request from the Board there. Culture's a new one.  
 9 I haven't heard that one discussed before.

10 I tried to take the best of that. I think  
 11 we can add some of these things in, but I have  
 12 deliberately kept it open in terms of that. Really,  
 13 some of this is seeing what the market has to offer.  
 14 It's not ruling out people because they don't have  
 15 one thing. If they can offer services in a  
 16 particular area, it would be helpful. To me, that's  
 17 always the best way to do it.

18 I've heard it said, well, maybe this  
 19 should be an RFI. And an RFI wouldn't normally have  
 20 pricing. We're also trying to give some estimate  
 21 for pricing. The community's quite rightly  
 22 identified in public comments, we could loose our  
 23 shirts by using something like this.

24 Similarly, it's not going into a hundred  
 25 pages of detail in terms of that because all that

114

1 would be encapsulated in the contract. Any direct  
 2 contract this direction would take quite a while to  
 3 work through to get a proper contract.

4 I know as a consultant, yeah, 20 pages is  
 5 no real problem to put together.

6 TRUSTEE DENT: And we talked about  
 7 lowering it from the 50 it was before. Thank you  
 8 for making that change. And thank you for doing to  
 9 24-hour turnaround. I completely forgot about that.

10 CHAIR SCHMITZ: The reason why I bring the  
 11 culture development is because the RubinBrown report  
 12 stated that it was a loose culture and that the  
 13 culture needed to be changed from the top down, so  
 14 that's an element of organizational change  
 15 management that needs to be instituted. That is  
 16 where and why that comes about.

17 And I think that on your bullet point  
 18 number 4 -- wished they were numbered -- it's says,  
 19 "Review the current service and supplies contracting  
 20 practices to implement improvements," it's not just  
 21 compliance with state and local laws; it's  
 22 compliance with our policies and as well. I think  
 23 that needs it to say "and policies."

24 And I think we have to be careful about  
 25 how much evaluating. We're looking for them to come

115

1 in with an action plan to address the gaps and in  
 2 the RubinBrown report, and think that if we can be  
 3 very clear of what it is -- what problem we're  
 4 trying to solve. I understand you're trying to cast  
 5 a wide net, but we also want to be clear in what  
 6 we're actually looking for. And I feel it is to  
 7 expedite improvements related to the gaps that were  
 8 identified in the RubinBrown report.

9 MS. FEORE: If I can real quick. In  
 10 speaking with some of the folks from the Troon  
 11 organization, one of things they had communicated  
 12 with me was, although we have some very detailed  
 13 consultant reports, so much of it is going to depend  
 14 on their own personal evaluation based on changes  
 15 that have occurred since those reports have been  
 16 made.

17 That's why I had recommended the word  
 18 "evaluate," because I think a lot of the management  
 19 companies are going to want to do their own  
 20 evaluation so that they are giving you their  
 21 recommendation and/or giving the general manager  
 22 their recommendation to move to implement.

23 I just wanted to clarify that.

24 CHAIR SCHMITZ: And that make sense. I'm  
 25 sensitive because we've had so much consulting

116

1 assessments, we need to start doing implementation.  
 2 That's all.

3 TRUSTEE DENT: Do you have a motion to  
 4 move this forward?

5 CHAIR SCHMITZ: I appreciate you asking.  
 6 Trustee Tulloch, are you comfortable with making  
 7 some of additions that I referenced? Do you think  
 8 it would be helpful to the process?

9 TRUSTEE TULLOCH: If you can send them  
 10 through and do that. With regard to -- if you look  
 11 at the proposal content and requirements, number 3  
 12 is really the key part of it there. Their approach  
 13 to implementing and managing services to deliver  
 14 successful results, that was really the catch-all  
 15 there, including how the consultants shall meet the  
 16 stated goals within the proposed schedule time. To  
 17 me, that's the key part. If I was reviewing a  
 18 proposal, that's areas I'd be looking at to  
 19 highlight in my response.

20 If you send me suggestions, I can fit them  
 21 in there. And I'll number the bullet points rather  
 22 than just using bullets.

23 CHAIR SCHMITZ: Is that acceptable with  
 24 the rest of Board?

25 Then I'll make a motion that the Board

117

1 moves forward with the RFP with some additional  
2 refinements that I had stated on the record this  
3 evening.

4 TRUSTEE DENT: I'll second that.  
5 Motion's been made and seconded. Any  
6 further discussion by the Board?

7 MS. FEORE: Board, I wanted to let you all  
8 know that I am currently out of the office, and I'm  
9 not back until the 9th. If you are able to get  
10 changes in, I can work with some of my colleagues to  
11 see if they can assist to get the RFP posted. Yeah,  
12 after tomorrow morning, I'm pretty MIA.

13 I don't normally like to drop a project  
14 that I'm in the middle of, but I'm heading out of  
15 town.

16 TRUSTEE DENT: And we do have our acting  
17 General Manager here to too to assist in that  
18 process. Thanks for the heads-up.

19 Motion's been made and seconded. No  
20 further discussion --

21 TRUSTEE TULLOCH: Can you just clarify  
22 that if I make these modifications that the motion  
23 will -- then I can just pass it across and work with  
24 Director Feore to get this out.

25 And, again, to address some of the issues,

119

1 is to punt or push out -- and again I'm going off of  
2 the meeting agenda because there was so much  
3 confusion with G 8.

4 I'm looking at the notice meeting  
5 number 7, regarding the RubinBrown report, however,  
6 I just want to share with the Board that as the  
7 acting General Manager, I'm already starting to look  
8 at these items and implement them. As an example,  
9 we've talked earlier regarding the P cards and that  
10 type of process. So I've already started doing  
11 that.

12 Then also my recommendation, again, is not  
13 to -- is to push out number 9 as well as number 10,  
14 unless the Board feels that those are urgent items.

15 I would like to recommend that we continue  
16 with G 3, as well as G 4 and G 5. I just don't want  
17 to hold up any operations from departments.

18 TRUSTEE DENT: Yeah. And then we have  
19 also have former F 2 and F 3, now G 10 and 11. I  
20 think there was some points of clarification on  
21 those.

22 Chair Schmitz, did you have a question?

23 CHAIR SCHMITZ: I just wanted to say that  
24 I don't think we can push off -- I'm looking at the  
25 agenda also, so I don't know how it was renumbered,

118

1 the concerns expressed by my colleagues. This is  
2 not -- I don't see this as any sort of done deal.

3 To a certain extent, this is finding out what is  
4 there so we do have some things. If we appoint a  
5 new general manager, we also have some resources we  
6 know we can go to if they are suitable. And I think  
7 the two actually complement each other that way.

8 TRUSTEE DENT: Understood and agreed.  
9 Okay. Motion's been made and seconded.

10 No further discussion by the Board. I'll call for  
11 question. All those in favor, state aye.

12 TRUSTEE TULLOCH: Aye.

13 TRUSTEE DENT: Aye.

14 CHAIR SCHMITZ: Aye.

15 TRUSTEE DENT: Opposed?

16 TRUSTEE TONKING: No.

17 TRUSTEE NOBLE: No.

18 TRUSTEE DENT: Motion passes three to two.  
19 That closes out item G 3, formerly G 8.  
20 Acting General Manager Crocker, have you  
21 assessed the agenda for this evening? Do we have  
22 any recommendations, I guess, between you and the  
23 Chair as to which items are required and which we  
24 can postpone?

25 MS. CROCKER: Yes. And my recommendation

120

1 but G 7 which is the RubinBrown report, because  
2 Trustee Tulloch, I believe, has to report back to  
3 the Committee on Local Government Finance later this  
4 week, and I think that we should at least discuss as  
5 a board what's being shared.

6 TRUSTEE DENT: Yep. That's fair.

7 TRUSTEE TULLOCH: Yeah, if I can clarify.  
8 There's not a meeting of the CLGF, but ex-General  
9 Manager Magee had committed to give them a response,  
10 you know, what we're following up on these items by  
11 the 29th. We need to have something fairly  
12 definitive. I can waffle a little bit if need be,  
13 but I think it's -- we need to meet that commitment.

14 TRUSTEE DENT: All right. G 7 stays.  
15 Any other concerns with any of the other  
16 items?

17 Okay. Do we -- is anyone opposed to  
18 moving G 7 to item G 4, just so we get that one done  
19 right now, and then we'll continue on with  
20 everything else. Work for everyone?

21 TRUSTEE TULLOCH: We're dropping 9 and 10?  
22 TRUSTEE DENT: Yes.

23 TRUSTEE TULLOCH: That's fine.

24 TRUSTEE DENT: Former items G 9 and 10  
25 will be removed from -- postponed, tabled, whatever

121

1 you want to call it, until the next meeting.

2 We're going to move on to item G 4.

3 G 4. RubinBrown Report

4 TRUSTEE DENT: Review, discuss, and

5 possibly direct staff regarding the status of each

6 observation in the RubinBrown report, including

7 dates for expected completion of observations not

8 yet resolved and the most recent bank

9 reconciliations. It can be found on page -- no. It

10 doesn't have it listed. Oh, we would be going back

11 to page 7 through 81, the forensic report. There is

12 no information in the packet. And we do have Sue

13 here in front of us.

14 MS. GRIFFITH: Thank you.

15 I would just like to offer a few bits, I

16 know the hour is late, in regards to RubinBrown.

17 The department did put together some responses to

18 some of the observations, and we will be meeting

19 with GM Crocker to catch her up to speed on those

20 items.

21 In particular, I do want to share with you

22 that in observation number 1, bank reconciliations

23 were completed by Baker Tilly through March of 2024.

24 Staff continues to onboard a new employee in this

25 process. Part of this process includes analysis of

122

1 the operating account and identifying a larger,

2 unreconciled differences in the consultant's

3 reconciliation.

4 An update to that as well as the

5 controller is in communication with the folks over

6 there, and we anticipate that they will be

7 receiving -- may -- by Friday. And then we're

8 coordinating a schedule with them to follow up for

9 the remainder ones that they want to take a look at

10 so we comply and make them feel comfortable that

11 we're on top of it now, as well as closing out

12 fiscal 2024. That will also help try to identify

13 where some unexplained variances are.

14 TRUSTEE DENT: Understood.

15 Questions?

16 TRUSTEE TULLOCH: Just to clarify, the

17 bank balance reconciliations, I mean, we already

18 told the -- we actually misstated to the committee a

19 few weeks ago that we'd actually reconciled up to --

20 yep, up to date, but our auditor pointed out we

21 hadn't. We can assure them, based on the discussion

22 yesterday, that they are reconciled within the

23 limits of materiality.

24 MS. GRIFFITH: We've been very honest with

25 Davis Farr on what is going on and the status with

123

1 all of the things we're working on now.

2 And, yes, we will make sure it's within a

3 reasonable amount of materiality.

4 TRUSTEE TULLOCH: Yeah. No, the response

5 tomorrow is due to the CLGF, not Davis Farr.

6 MS. GRIFFITH: Yes. They will be getting

7 them by Friday.

8 TRUSTEE TULLOCH: If I can see that memo

9 before it goes out. I gave my assurances as well.

10 MS. GRIFFITH: I misunderstood because

11 inaccurate information has been reported in multiple

12 locations.

13 TRUSTEE TULLOCH: No worries. I

14 appreciate it. Thank you for getting up to speed so

15 quickly on it.

16 Yeah, if we can get that response so we

17 can get it out CLGF tomorrow. Then we can detail

18 some of the things we've agreed tonight as well.

19 Okay. Friday.

20 TRUSTEE DENT: Can you guys get us a copy

21 of that once it goes out?

22 TRUSTEE TULLOCH: Absolutely. You'll get

23 it at the same time.

24 TRUSTEE DENT: Perfect.

25 CHAIR SCHMITZ: The other thing that

124

1 Mr. Magee -- he committed to two other things.

2 One was to have the detailed RubinBrown

3 findings with not only what was complete, but

4 anything that was tagged as in progress or in

5 process, they wanted an ETA of when it's going to be

6 completed. And one of the examples that I brought

7 up a few times is the issues with the point of sales

8 system.

9 We don't have a new point of sales system

10 on our radar, so some of these things, while they

11 were reported in by Mr. Magee that were in progress

12 or being worked on, some of these, I mean, the point

13 of sales is a perfect example, it might be a year or

14 two out. I don't know if that's going to be

15 sufficient.

16 So know that he committed to timelines,

17 and he also committed to receiving what the Board's

18 feedback was on staff's report, and we don't have it

19 so we can't give any feedback.

20 Those are the deliverables.

21 TRUSTEE DENT: He's verbally told us that

22 we reconciled the \$7-million difference, but do we

23 know what happened there?

24 MS. GRIFFITH: We've dug through the GL

25 and looked at the -- the general ledger gives you a

125

1 running balance for the cash account that we're  
 2 talking about. And we believe that RubinBrown  
 3 received an unfinished cake, if you will. We hadn't  
 4 finished posting everything for the fiscal year,  
 5 still working on period 13 adjustments, and closing  
 6 out the books.

7 They receive a snapshot in time of that we  
 8 had at that point. We had not finished closing out  
 9 the year. My understanding is they never circled  
 10 back to say, Can we see what the finished GL is for  
 11 that item? And that didn't happen.

12 So there really wasn't any missing  
 13 7 million. It's just it was a snapshot, it was not  
 14 fully explained, and we've been working with Trustee  
 15 Tulloch on giving him the supporting information so  
 16 that he better understands, maybe, what happened  
 17 behind the scenes with that issue.

18 TRUSTEE DENT: We just don't want to do  
 19 that again. Awesome. Thank you for that.

20 TRUSTEE TONKING: Just a point of  
 21 clarification.

22 So you're saying that, for example, they  
 23 got your snapshot at like August 1, and you had not  
 24 done all your closing entries, you had not done any  
 25 year-end closing adjustments, anything like that,

126

1 and so then they never circled back for when you  
 2 closed the books.

3 So when Davis Farr got it to begin the  
 4 audit, it would have been reconciled with your --  
 5 any adjustments that needed to occur, year-end  
 6 adjustments as well as month-end adjustments; is  
 7 that correct?

8 MS. GRIFFITH: Yes. We actually had Pam  
 9 with Baker Tilly at the time taking care of that for  
 10 us, and made sure that everything reconciled.

11 TRUSTEE TONKING: So it was just a timing  
 12 issue of when this ended versus what would have gone  
 13 to our auditors and that's why it was never flagged?

14 MS. GRIFFITH: Yes, that is correct.  
 15 That's my understanding.

16 TRUSTEE TULLOCH: If I can just clarify.  
 17 I don't believe the report said there was a missing  
 18 7 million. I think that's been a popular -- we've  
 19 got members of the community rushing around turning  
 20 over stones looking for 7 million.

21 I think, as Trustee Tonking said, some of  
 22 it is timing, some of it is we seem to have a whole  
 23 lot of parking accounts where money sits for an  
 24 inordinate amount of time, which is something else  
 25 we can dig into.

127

1 And what I asked staff to do, and Sue  
 2 probably hasn't had time to look at it yet, is to  
 3 provide the proper audit trail to make sure --  
 4 because it's very easy just to do general ledger  
 5 journal entries to say, oh, 2 million here and 2  
 6 million there, because Baker Tilly, I've asked to  
 7 have a full audit trail to make sure these are  
 8 properly done.

9 I mean, RubinBrown correctly pointed out  
 10 there's a discrepancy between what we're showing the  
 11 bank and what was actually in the bank at the time,  
 12 but the word "missing" was never actually used  
 13 except in public comments.

14 TRUSTEE DENT: Unreconciled difference.  
 15 Chair, did we have anything else  
 16 additional on this item?

17 CHAIR SCHMITZ: No. All the Board is  
 18 going to see the response?

19 Okay. No, that's great. Thank you for  
 20 your efforts on this.

21 TRUSTEE DENT: We appreciate it. Thank  
 22 you.

23 MS. GRIFFITH: It was a team effort. I  
 24 will pass the thank yous along.

25 TRUSTEE DENT: That closes out item G 4,

128

1 formerly G 7. Moving on to item G 5, formerly G 3.  
 2 G 5. Sole Source Procurement of Water

3 TRUSTEE DENT: Approval of the sole source  
 4 of water and wastewater treatment chemicals from  
 5 Univar in the amount not to exceed 120,000, and from  
 6 Olin the amount not to exceed 170,000. Approve  
 7 procurement of fuel through state contract pricing  
 8 under NRS 32.195, with Pilot Thomas Logistic, LLC,  
 9 in the amount not to exceed 190,000. Can be found  
 10 on pages 419 through 447 of the board packet.  
 11 Requesting staff member, departement of finance.

12 MR. RUDIN: If I may interject, it's come  
 13 to my attention that we have a potential Open  
 14 Meeting Law issue with this item in terms of the  
 15 supplemental materials in that those purchase orders  
 16 and materials that are not actually named in the  
 17 subject line of the agenda item.

18 Your agenda item references four specific  
 19 purchase orders, whereas your supplemental materials  
 20 are beyond the scope of that.

21 TRUSTEE DENT: Awesome. Then we will go  
 22 back to plan B as far as the emergency approval for  
 23 this item?

24 MR. RUDIN: Yeah. Those items are small  
 25 dollar and could potentially be approved under the

129

1 urgent purchasing process and the Board policy,  
 2 because they do fall under the General Manager's  
 3 authority and they can be approved by the Board  
 4 Chair.  
 5 You can still act to vote on these four  
 6 specific purchase orders, which I have reviewed,  
 7 while they've been in the packet, and I'm relatively  
 8 comfortable with.  
 9 TRUSTEE TULLOCH: That was my concern, the  
 10 blankets there, but if we can do these out here.  
 11 TRUSTEE TONKING: I move the Board of  
 12 Trustees approve the four transactions listed in the  
 13 recommendation.  
 14 TRUSTEE DENT: Motion's been made.  
 15 TRUSTEE NOBLE: Second.  
 16 TRUSTEE DENT: Motion's been made and  
 17 seconded. Any further discussion by the Board?  
 18 Seeing none, I'll call for the question.  
 19 All those in favor, state aye.  
 20 TRUSTEE TONKING: Aye.  
 21 TRUSTEE TULLOCH: Aye.  
 22 TRUSTEE NOBLE: Aye.  
 23 TRUSTEE DENT: Aye.  
 24 CHAIR SCHMITZ: Aye.  
 25 TRUSTEE DENT: Motion passes 5/0.

130

1 All right. Let's figure out where we're  
 2 going next. Moving on to G 6, formerly G 4.  
 3 G 6. Purchase of Three Trucks  
 4 TRUSTEE DENT: Review, discuss, and  
 5 approve the purchase of three trucks, Public Works,  
 6 utilities, and in the amount of 137,340.75.  
 7 Requesting staff member Director of Public Works  
 8 Ms. Nelson. Can be found on page 448 through 465 of  
 9 your board packet.  
 10 MS. NELSON: This item is for the purchase  
 11 of three trucks for the Public Works utilities  
 12 shared division. We are replacing three trucks.  
 13 And then the three trucks that we're replacing, two  
 14 of them will be sent to golf, and one will be sent  
 15 to buildings. And the trucks that are being  
 16 replaced in golf and buildings will then be sent to  
 17 auction.  
 18 If you do move this forward, I do have a  
 19 modification to the recommendation, item number 2,  
 20 so I'll let you ask any questions you may have, and  
 21 then I can provide that language for you, if you so  
 22 choose.  
 23 TRUSTEE DENT: Any questions?  
 24 TRUSTEE TULLOCH: Director Nelson, you can  
 25 confirm there's three trucks that are going as well,

131

1 not just two? Three coming in and three going?  
 2 MS. NELSON: Correct.  
 3 TRUSTEE TULLOCH: Okay. If you bear with  
 4 me a minute, I'm just looking through something here  
 5 in the procurement card purchases, which concerns me  
 6 a little bit when I see this proposal for purchasing  
 7 new trucks coming to the Board and -- where did I  
 8 have it?  
 9 I see two procurement card purchases, bed  
 10 cover for new vehicle and tool storage for new  
 11 vehicle for Mr. Allen, one for \$1,731, and one for  
 12 \$1,732. Now, if we're putting forward a request for  
 13 new vehicles, we should be including these in the  
 14 cost as well. These should not be coming through  
 15 separately.  
 16 This is for the same vehicles?  
 17 MS. NELSON: No. Those were for purchases  
 18 last fiscal year.  
 19 We tend to source those from different  
 20 places because they are less expensive than buying  
 21 them from Champion Chevrolet.  
 22 TRUSTEE TULLOCH: I understand that, and I  
 23 do the same myself.  
 24 But if this is adding another 2,000 bucks  
 25 to the price of each of these trucks, we should be

132

1 disclosing that in the initial purchase order so we  
 2 know what we're actually doing. Otherwise, here's  
 3 just another 3.5, 4 grand just disappeared under P  
 4 card, and it's probably not getting capitalized  
 5 then. If it's legitimate at the time of purchase,  
 6 if we buy these at the same time to capitalize it  
 7 and then we see the proper costs, we see the real  
 8 costs.  
 9 TRUSTEE DENT: Any further questions?  
 10 TRUSTEE NOBLE: I believe Ms. Nelson had a  
 11 clarification on number 2.  
 12 MS. NELSON: Correct. The wording should  
 13 say "authorize the execution of sale agreements  
 14 based on the sample form for the three vehicles in  
 15 the amount totaling \$137,340.75, and omit item  
 16 recommendation number 3."  
 17 TRUSTEE TULLOCH: Just one follow-up with  
 18 the vehicles that are being disposed of, will the  
 19 asset register be updated? And can you just provide  
 20 a supplemental report to the Board on the disposal  
 21 values and things as well so we can complete the  
 22 cycle?  
 23 It's something that has been brought up  
 24 before that vehicles are being disposed of and we  
 25 don't know if anything's happening with them. It

133

1 would be helpful to just provide an update to the  
 2 Board when they go through disposal, be sure they've  
 3 actually been disposed of legitimately.  
 4 MS. NELSON: I'll probably just include  
 5 that in the General Manager's report when it  
 6 happens.  
 7 TRUSTEE TULLOCH: Okay. Yep. Just  
 8 provide details of sale prices and things.  
 9 TRUSTEE DENT: Good idea.  
 10 I'll entertain a motion -- Chair Schmitz?  
 11 CHAIR SCHMITZ: I just wanted to express  
 12 my concern about what Trustee Tulloch just brought  
 13 up about how P card is being used.  
 14 This is a real problem because it's not  
 15 being transparent with the Board of what the costs  
 16 are. And I don't quite understand how that would  
 17 comply with Board policy, so I'll look for staff to  
 18 maybe explain to the Board how this is working  
 19 because I find that might be quite problematic.  
 20 TRUSTEE DENT: Any further discussion?  
 21 I'll entertain a motion.  
 22 TRUSTEE TONKING: I move that the Board  
 23 approve the motion with the edits given by Director  
 24 Nelson.  
 25 TRUSTEE DENT: Motion's been made.

135

1 replacement PistenBully snow grooming vehicle in the  
 2 amount of \$550,000. This can be found on pages 466  
 3 through 479 of your board packet.  
 4 MR. BANDELIN: Staff will note that within  
 5 the report, the project replaces a 2014 snow  
 6 grooming vehicle that has operated for 11 seasons  
 7 and has 10,125 operating hours on it. The project  
 8 is funded with \$550,000 in appropriations within the  
 9 ski venue fiscal year capital budget.  
 10 The report speaks to how the procurement  
 11 of the grooming vehicle is exempt from competitive  
 12 solicitation. Staff included a table in the report  
 13 that identifies the projects in the total capital  
 14 appropriations at the ski venue for the fiscal year  
 15 2025.  
 16 Staff will also note that District counsel  
 17 worked the vendor's counsel to ensure the equipment  
 18 purchase agreement protects the District.  
 19 And important to note that staff presented  
 20 this item for review and received approval from the  
 21 Capital Investment Committee at their meeting on  
 22 August 20, 2024.  
 23 Happy to answer any question from the  
 24 Board.  
 25 TRUSTEE DENT: Any questions?

134

1 TRUSTEE NOBLE: Second.  
 2 TRUSTEE DENT: Motion's been made and  
 3 seconded. Any further discussion by the Board?  
 4 TRUSTEE TULLOCH: Can I add to the motion  
 5 that we get clarification from fleet and from Public  
 6 Works all the other equipment being added that's not  
 7 been included here so we have a full picture of the  
 8 cost?  
 9 TRUSTEE TONKING: That's fine.  
 10 TRUSTEE NOBLE: Yes.  
 11 CHAIR SCHMITZ: All right. Motion's been  
 12 made, seconded, modified. All those in favor, state  
 13 aye.  
 14 TRUSTEE TONKING: Aye.  
 15 TRUSTEE TULLOCH: Aye.  
 16 TRUSTEE NOBLE: Aye.  
 17 TRUSTEE DENT: Aye.  
 18 CHAIR SCHMITZ: Aye.  
 19 TRUSTEE DENT: Motion passes 5/0.  
 20 All right moving on, item G 7, formerly G  
 21 5.  
 22 G 7. PistenBully Snow Grooming Vehicle  
 23 TRUSTEE DENT: Review, discuss, and  
 24 approve a sole source finding, and review, discuss,  
 25 and possibly authorize the equipment purchase for a

136

1 I'll entertain a motion.  
 2 TRUSTEE TONKING: I move that the Board  
 3 approve this item as written in the memo.  
 4 TRUSTEE DENT: Motion's been made.  
 5 TRUSTEE NOBLE: Second.  
 6 TRUSTEE DENT: Motion's been made and  
 7 seconded. Any further discussion by the Board?  
 8 Seeing none, I'll call for the question.  
 9 All those in favor, please state aye.  
 10 TRUSTEE TONKING: Aye.  
 11 TRUSTEE TULLOCH: Aye.  
 12 TRUSTEE NOBLE: Aye.  
 13 TRUSTEE DENT: Aye.  
 14 CHAIR SCHMITZ: Aye.  
 15 TRUSTEE DENT: Motion passes 5/0.  
 16 TRUSTEE TULLOCH: I also thank General  
 17 Manager Bandelin for bringing that the Capital  
 18 Investment Committee. I think it was a good  
 19 example, I think the committee worked well. It  
 20 cleared up a few things prior to bringing it  
 21 forward.  
 22 So hopefully you find it helpful, Mike.  
 23 MR. BANDELIN: I sure did. Thanks.  
 24 TRUSTEE DENT: I think that's good to  
 25 hear. That was the intent of even setting that up

137

1 so we can have more items like this that have  
 2 already been vetted. Thank you guys for working  
 3 through that process.  
 4 All right. Moving on to item G 10,  
 5 formerly F 2.  
 6 G 10. Alder Avenue Water Main Replacement  
 7 Project  
 8 TRUSTEE DENT: Review, discuss, and  
 9 approve change order number 1 for the Alder Avenue  
 10 water main replacement project. This is for  
 11 Gerhardt & Berry Construction, \$52,913.35, which  
 12 exceeds the Board-approved 10 percent contingency by  
 13 \$4,413.35. Can be found on pages 313 through 321 of  
 14 your board packet.  
 15 MS. NELSON: You summarized the item very  
 16 well. I would just like to itemize the change  
 17 order. This is the one and only change order we  
 18 have on this project.  
 19 We had to add an additional air relief  
 20 valve. We had an additional 2,359 square feet of  
 21 pavement restoration. An additional 600 square feet  
 22 of 2-inch mill-and-overlay. And then we had to  
 23 increase a service size from 3 inch to 4 inch.  
 24 All of it totaled -- actually we had to  
 25 delete bid item number 12, the Northwood Boulevard

139

1 reinstated.  
 2 TRUSTEE TULLOCH: With regard to the item  
 3 that was canceled, was that a bid costs, was there  
 4 cost associated with that, was there saving from the  
 5 removing that item?  
 6 MS. NELSON: There was. It was about  
 7 \$6,000-some dollars.  
 8 TRUSTEE TULLOCH: The change -- your  
 9 requested change here includes that 6,000 --  
 10 MS. NELSON: Deduction, yes.  
 11 TRUSTEE TULLOCH: That's been deducted  
 12 from the payment to the contractors?  
 13 MS. NELSON: Yep.  
 14 TRUSTEE TULLOCH: With regard to the fact  
 15 that originally you requested \$1.2 million for that,  
 16 where is the other 500k going?  
 17 MS. NELSON: Back to fund balance.  
 18 TRUSTEE TULLOCH: It's not just getting  
 19 spent this year?  
 20 MS. NELSON: Nope.  
 21 TRUSTEE DENT: Any other questions?  
 22 I'll entertain a motion.  
 23 TRUSTEE TONKING: I move that the Board  
 24 approve this recommendation as written in the memo.  
 25 TRUSTEE DENT: Motion's been made. Is

138

1 main abandonment, because we were not able to find  
 2 an existing valve to shut that section down. We're  
 3 not sure if that valve even exists or if our  
 4 as-built maps are correct.  
 5 The additions and the deletions total  
 6 \$52,913.35, and staff was approved for the 10  
 7 percent contingency, which was \$48,500.  
 8 TRUSTEE DENT: Any questions by my  
 9 colleagues?  
 10 TRUSTEE TULLOCH: Just to clarify, because  
 11 I've seen a lot of emails floating around saying why  
 12 are we paying this? This is fixed-price contract.  
 13 My understanding, the contract price was  
 14 for a 3,200 square feet of reinstatement; is that  
 15 correct? The contract -- and I'll look to counsel  
 16 as well -- did allow them to charge for the  
 17 additional, it wasn't part of fixed price, you have  
 18 to put it in?  
 19 MS. NELSON: Correct. The bid schedule  
 20 itemizes which items are unit price and which items  
 21 are a fixed fee. When they are unit price, then the  
 22 contractor is paid for what they actually install.  
 23 Due to large boulders that we encountered  
 24 in the alignment of the new waterline, a lot more  
 25 pavement had to come out and then had to be

140

1 there a second?  
 2 TRUSTEE NOBLE: Second.  
 3 TRUSTEE DENT: Motion's been made and  
 4 seconded. Any further discussion by the Board?  
 5 I'll call for the question. All those in  
 6 favor, state aye.  
 7 TRUSTEE TONKING: Aye.  
 8 TRUSTEE TULLOCH: Aye.  
 9 TRUSTEE NOBLE: Aye.  
 10 TRUSTEE DENT: Aye.  
 11 CHAIR SCHMITZ: Aye.  
 12 TRUSTEE DENT: Motion passes 5/0. Thank  
 13 you.  
 14 Moving on to item formerly F 3, now G 11.  
 15 G 11. Public Works Billing Software  
 16 Replacement  
 17 TRUSTEE DENT: Review, discuss, and  
 18 approve an agreement for Public Works billing  
 19 software replacement. This is for the Harris  
 20 Computer Corporation, Data West in the amount of  
 21 \$9,600. It can be found on page 322 through 348 of  
 22 your board packet.  
 23 MS. NELSON: I believe I'll turn it over  
 24 to Trustee Schmitz, and she had the clarification  
 25 question.



141

1 CHAIR SCHMITZ: In reviewing this, it  
 2 appears as though pages 326 and 327 and 328 are the  
 3 current contract, and the price, which is listed on  
 4 page 2 of 3, states it's \$9,600 for project  
 5 management when it's actually \$9,600 for the scope  
 6 of work, which is described above, which is far  
 7 different and more than project management. There  
 8 is an aspect of it that's project management, but  
 9 shouldn't be saying it's \$9,600 for project  
 10 management. It's \$9,600 for the scope of work.  
 11 So I would request that change.  
 12 TRUSTEE DENT: Okay. Can we make that  
 13 change, Sergio?  
 14 MR. RUDIN: Yeah. The Board can move to  
 15 approve the contract with the deletion of the phrase  
 16 "for project management."  
 17 TRUSTEE DENT: Perfect. Is there a  
 18 motion?  
 19 CHAIR SCHMITZ: I'll make a motion to  
 20 approve this contract, but changing the definition  
 21 of price from \$9,600 for project management to say  
 22 "\$9,600 for the scope of work."  
 23 TRUSTEE DENT: Thank you. Motion's been  
 24 made. Is there a second?  
 25 I'll second.

142

1 Motion's been made and seconded. Trustee  
 2 Tulloch, do you have something to add?  
 3 TRUSTEE TULLOCH: Absolutely. I was not  
 4 going to break my record in terms of that.  
 5 On page 322, the financial impact in  
 6 budget. It's was 20,000 allocated in financial year  
 7 2023/'24, has this been carried over or is this --  
 8 MS. NELSON: Yes, it has been carried  
 9 over.  
 10 TRUSTEE TULLOCH: And this is an expense?  
 11 MS. NELSON: Correct.  
 12 TRUSTEE TULLOCH: How do we carry over  
 13 expense funds?  
 14 MS. NELSON: That's a good question.  
 15 It was a capital project. The original  
 16 budget was for \$200,000. The current staff has been  
 17 working with the Harris product. They do not see  
 18 the need to modify that at this time. However, they  
 19 did identify the need for this portal to enhance the  
 20 customer service side of the system.  
 21 And so the budget was reduced, I believe,  
 22 in the last fiscal year to \$20,000. It was still in  
 23 the capital plan, and it's remained in the capital  
 24 plan.  
 25 If it needs to be expensed, I think

143

1 accounting can handle that on their end.  
 2 TRUSTEE TULLOCH: Yeah, that's fine. Just  
 3 clearing it up. I couldn't quite understand how  
 4 we're carrying it over otherwise. But, yeah, you  
 5 can clear it up with accounting.  
 6 TRUSTEE DENT: Just update us on the  
 7 General Manager's report when that happens, or have  
 8 accounting, that way you know when it's done. Is  
 9 that fair?  
 10 TRUSTEE TULLOCH: Yep.  
 11 TRUSTEE DENT: All right. Motion's been  
 12 made and seconded. Any other discussion on this  
 13 item?  
 14 I'll call for the question. All those in  
 15 favor, state aye.  
 16 TRUSTEE TONKING: Aye.  
 17 TRUSTEE TULLOCH: Aye.  
 18 TRUSTEE NOBLE: Aye.  
 19 TRUSTEE DENT: Aye.  
 20 CHAIR SCHMITZ: Aye.  
 21 TRUSTEE DENT: Motion passes 5/0.  
 22 All right. The next item on the agenda,  
 23 item I.  
 24  
 25

144

1 I. LONG RANGE CALENDAR  
 2 TRUSTEE DENT: Page 519 through 522 of  
 3 your board packet.  
 4 We did have item G 8 and 9 -- or item G 9  
 5 and 10 removed from this meeting. And, Chair, are  
 6 we going to be bringing those forward at the next  
 7 meeting?  
 8 (Inaudible response.)  
 9 TRUSTEE DENT: Okay. Any other additions  
 10 to September 11th, the next board meeting? Anything  
 11 we need to pull forward to that or push out?  
 12 All right. Hearing none, then we will --  
 13 Chair, we will allow you to work with our acting  
 14 General Manager to bring forward the agenda in the  
 15 next few days.  
 16 That will close out the long range  
 17 calendar. Moving on to item J.  
 18 J. BOARD OF TRUSTEE UPDATE  
 19 TRUSTEE DENT: Any updates for the Board?  
 20 CHAIR SCHMITZ: I don't have -- oh, I  
 21 would like to just -- I missed it. I review the  
 22 invoices and approve the invoices paid for legal  
 23 counsel. And in public comment, Mr. Katz stated  
 24 that we paid BBK \$61,000 a month. We do not pay BBK  
 25 \$61,000 a month. I should have clarified that

145

1 earlier.

2 TRUSTEE DENT: Understood. Thanks for

3 that clarification.

4 Any other updates?

5 TRUSTEE TULLOCH: I'm working with Davis

6 Farr at the moment to finalize the engagement

7 letter. Just an update from the Audit Committee.

8 TRUSTEE DENT: Okay. Have we figured out

9 who is signing the engagement letter?

10 TRUSTEE TULLOCH: No idea yet.

11 TRUSTEE DENT: Keep us posted.

12 All right. That will close out item J.

13 Moving on to item K.

14 K. FINAL PUBLIC COMMENTS

15 TRUSTEE DENT: Any final public comments

16 in the room?

17 All right. Seeing none, let's go to Zoom.

18 MS. KNAAK: Yolanda Knaak, full-time

19 resident, Incline Village.

20 It was a good meeting. That's about all I

21 have to say. Thank you.

22 MR. DOBLER: Yeah, this is Cliff Dobler.

23 It looks like you're each getting this

24 accounting a little bit in order. But I would

25 recommend -- and of course it's free of charge --

146

1 that whoever is going to prepare the financial

2 statements to deliver to the auditor, that I sit

3 down with somebody and tell them about the close to

4 60 memorandums that were never addressed by the

5 Audit Committee, and maybe we can weed out a lot of

6 mistakes that haven't been corrected over the years.

7 And also, it might be good to be -- because it will

8 turn around and inform these people of what they

9 should be aware of in the future.

10 You got to remember, this is over

11 five years of work for me, and I didn't do it

12 overnight; I did it over a long period of time. My

13 work is very accurate, and it's -- it would be good

14 to know. I think I sent you guys out probably six

15 or eight memorandums over the last couple of months

16 based on the 2023 audit and the mistakes that were

17 made there.

18 So I don't know who is going to do the

19 preparation of the actual financial statements, but

20 it would probably be good to have input from me.

21 And if you don't want to, go about your own merry

22 ways.

23 Thank you very much.

24 MR. BELOTE: That was the last public

25 comment in the queue.

147

1 TRUSTEE DENT: With that, we will close

2 out public comment.

3 L. ADJOURNMENT

4 TRUSTEE DENT: It is 9:31, and we are

5 adjourned. I want to thank everybody.

6 (Meeting ended at 9:31 p.m.)

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148

1 STATE OF NEVADA )

2 COUNTY OF WASHOE ) ss.

3

4 I, BRANDI ANN VIANNEY SMITH, do hereby

5 certify:

6 That I was present on August 28, 2024, at

7 the of the Board of Trustees public meeting, via

8 Zoom, and took stenotype notes of the proceedings

9 entitled herein, and thereafter transcribed the same

10 into typewriting as herein appears.

11 That the foregoing transcript is a full,

12 true, and correct transcription of my stenotype

13 notes of said proceedings consisting of 148 pages,

14 inclusive.

15 DATED: At Reno, Nevada, this 19th day of

16 September, 2024.

17

18 /s/ Brandi Ann Vianney Smith

19

20 BRANDI ANN VIANNEY SMITH

21

22

23

24

25

**CHAIR SCHMITZ: [52]**  
4/22 35/3 36/11 36/21  
39/25 41/12 43/4 43/13  
44/10 44/13 44/18 56/5  
57/6 58/7 59/5 59/22  
65/12 65/25 66/17 67/2  
67/9 69/16 71/18 80/1  
86/7 87/10 88/8 95/17  
96/22 97/11 97/24  
98/15 99/24 109/2  
114/10 115/24 116/5  
116/23 118/14 119/23  
123/25 127/17 129/24  
133/11 134/11 134/18  
136/14 140/11 141/1  
141/19 143/20 144/20  
**MEMBER SWENSON:**  
**[1]** 27/10  
**MR. BANDELIN: [2]**  
135/4 136/23  
**MR. BELOTE: [3]** 13/1  
34/9 146/24  
**MR. DOBLER: [2]**  
14/11 145/22  
**MR. EPPOLITO: [1]**  
26/5  
**MR. GURSKY: [1]** 20/9  
**MR. HERMAN: [1]**  
21/19  
**MR. KATZ: [1]** 7/5  
**MR. KLEIN: [1]** 19/7  
**MR. MEYER: [1]** 8/22  
**MR. MILLER: [1]** 30/12  
**MR. RUDIN: [14]** 40/7  
43/11 44/8 44/12 74/11  
74/17 76/18 78/5 78/20  
102/3 111/18 128/12  
128/24 141/14  
**MR. SMITH: [7]** 66/13  
67/1 67/4 67/17 67/22  
68/6 68/11  
**MR. WARNER: [1]**  
13/10  
**MR. WRIGHT: [1]**  
23/21  
**MS. BECKER: [1]**  
16/23  
**MS. CARS: [1]** 33/12  
**MS. CROCKER: [10]**  
35/25 37/11 63/13  
65/24 66/11 69/25 74/4  
85/1 90/20 118/25  
**MS. FEORE: [17]** 85/6  
85/19 86/5 86/23 87/16  
89/2 93/23 95/3 95/23  
96/13 97/3 97/15 98/3  
99/13 104/5 115/9  
117/7  
**MS. GRIFFITH: [13]**  
38/4 89/12 93/8 96/6  
102/16 121/14 122/24  
123/6 123/10 124/24  
126/8 126/14 127/23  
**MS. GURSKY: [1]**  
10/15  
**MS. JEZYCKI: [2]**  
31/18 31/24

**MS. KNAAK: [2]** 30/1  
145/18  
**MS. MILLER: [1]** 5/2  
**MS. NELSON: [21]**  
46/18 47/25 48/19  
49/22 50/23 130/10  
131/2 131/17 132/12  
133/4 137/15 138/19  
139/6 139/10 139/13  
139/17 139/20 140/23  
142/8 142/11 142/14  
**TRUSTEE DENT: [137]**  
4/5 4/12 4/17 4/19 4/21  
4/23 12/24 13/3 13/7  
27/9 31/23 34/11 34/15  
34/22 35/1 35/11 35/22  
36/5 36/9 36/16 36/24  
37/15 41/24 43/2 44/16  
44/19 45/2 45/6 46/10  
46/15 47/17 48/12  
48/17 49/6 50/24 51/3  
63/8 63/11 65/3 67/11  
68/23 69/3 69/8 69/10  
69/15 69/17 69/21  
71/15 74/6 74/14 74/18  
79/3 81/5 81/12 81/20  
81/24 84/11 84/24 85/4  
85/16 94/6 95/14  
101/25 103/5 103/14  
103/20 111/16 112/8  
112/23 114/6 116/3  
117/4 117/16 118/8  
118/13 118/15 118/18  
119/18 120/6 120/14  
120/22 120/24 121/4  
122/14 123/20 123/24  
124/21 125/18 127/14  
127/21 127/25 128/3  
128/21 129/14 129/16  
129/23 129/25 130/4  
130/23 132/9 133/9  
133/20 133/25 134/2  
134/17 134/19 134/23  
135/25 136/4 136/6  
136/13 136/15 136/24  
137/8 138/8 139/21  
139/25 140/3 140/10  
140/12 140/17 141/12  
141/17 141/23 143/6  
143/11 143/19 143/21  
144/2 144/9 144/19  
145/2 145/8 145/11  
145/15 147/1 147/4  
**TRUSTEE NOBLE:**  
**[22]** 4/16 35/13 37/5  
38/3 41/25 69/14 76/2  
92/8 101/12 106/17  
118/17 129/15 129/22  
132/10 134/1 134/10  
134/16 136/5 136/12  
140/2 140/9 143/18  
**TRUSTEE TONKING:**  
**[28]** 4/20 34/17 36/17  
42/23 45/1 45/25 54/12  
54/20 54/23 65/4 69/6  
69/12 74/19 84/12  
110/23 118/16 125/20  
126/11 129/11 129/20  
133/22 134/9 134/14

136/2 136/10 139/23  
140/7 143/16  
**TRUSTEE TULLOCH:**  
**[82]** 4/18 34/24 36/7  
42/6 45/10 46/6 47/18  
48/6 49/8 50/18 51/7  
54/17 54/21 55/11  
56/14 57/16 58/19  
59/14 59/25 67/13  
67/19 67/24 68/8 68/16  
69/9 69/13 76/21 78/16  
78/24 81/9 82/6 85/17  
86/1 91/10 93/2 93/15  
94/5 100/12 102/8  
102/24 105/6 107/21  
112/11 113/5 116/9  
117/21 118/12 120/7  
120/21 120/23 122/16  
123/4 123/8 123/13  
123/22 126/16 129/9  
129/21 130/24 131/3  
131/22 132/17 133/7  
134/4 134/15 136/11  
136/16 138/10 139/2  
139/8 139/11 139/14  
139/18 140/8 142/3  
142/10 142/12 143/2  
143/10 143/17 145/5  
145/10  
**\$**  
**\$1,731 [1]** 131/11  
**\$1,732 [1]** 131/12  
**\$1.2 [1]** 139/15  
**\$137,340.75 [1]** 132/15  
**\$195,751.94 [1]** 47/11  
**\$2 [1]** 91/25  
**\$20,000 [1]** 142/22  
**\$200,000 [2]** 23/2  
142/16  
**\$3,700 [1]** 62/21  
**\$4,413.35 [1]** 137/13  
**\$48,500 [1]** 138/7  
**\$500 [1]** 17/21  
**\$500-million [1]** 17/21  
**\$52,913.35 [2]** 137/11  
138/6  
**\$550,000 [2]** 135/2  
135/8  
**\$6,000 [1]** 139/7  
**\$6,000-some [1]** 139/7  
**\$61,000 [3]** 8/1 144/24  
144/25  
**\$7 [1]** 124/22  
**\$7-million [1]** 124/22  
**\$9,600 [11]** 43/15  
43/16 43/22 44/4  
140/21 141/4 141/5  
141/9 141/10 141/21  
141/22  
**\$90 [1]** 68/13  
**\***  
**\*23 [2]** 41/14 47/19  
**\*23/24 [2]** 41/14 47/19  
**\*24 [5]** 39/20 41/14  
47/19 47/19 142/7

-  
**-00o [2]** 2/15 4/2  
**/**  
**/s [1]** 148/18  
**1**  
**1,374 [1]** 64/9  
**1,641 [1]** 64/20  
**1.1 [1]** 51/15  
**1.2 [1]** 51/15  
**10 [13]** 3/17 44/17  
44/21 44/23 44/24  
119/13 119/19 120/24  
137/4 137/6 137/12  
138/6 144/5  
**10,125 [1]** 135/7  
**100,000 [4]** 46/25 47/1  
47/10 47/22  
**101,000 [1]** 47/9  
**102 [5]** 71/25 72/13  
75/1 76/1 76/4  
**10th [1]** 63/14  
**11 [12]** 3/18 36/11  
44/17 44/21 44/24 63/3  
81/22 107/15 119/19  
135/6 140/14 140/15  
**11th [2]** 49/5 144/10  
**12 [1]** 137/25  
**12 years [1]** 25/1  
**120,000 [1]** 128/5  
**121 [1]** 3/15  
**128 [1]** 3/15  
**13 [1]** 125/5  
**130 [1]** 3/16  
**134 [1]** 3/16  
**137 [1]** 3/17  
**137,340.75 [1]** 130/6  
**140 [1]** 3/18  
**144 [2]** 3/19 3/20  
**145 [1]** 3/21  
**147 [1]** 3/22  
**148 [1]** 148/13  
**150 [1]** 24/9  
**170,000 [1]** 128/6  
**18 [4]** 12/2 19/15 19/17  
20/14  
**18 years [1]** 12/7  
**190,000 [1]** 128/9  
**1968 [1]** 25/22  
**1987 [1]** 70/4  
**1998 [1]** 17/12  
**19th [1]** 148/15  
**2**  
**2's [1]** 44/19  
**2,000 [1]** 131/24  
**2,359 [1]** 137/20  
**2-inch [1]** 137/22  
**2.1 [1]** 62/23  
**2.2 million [1]** 15/17  
**20 [8]** 14/24 22/25  
33/24 112/9 112/14  
112/21 114/4 135/22  
**20,000 [1]** 142/6  
**2014 [1]** 135/5  
**2015 [1]** 14/16  
**2019 [1]** 47/3  
**2020 [5]** 14/22 15/3

15/15 46/24 47/8  
**2022 [2]** 19/19 70/6  
**2023 [3]** 16/10 19/13  
19/19  
**2023 audit [1]** 146/16  
**2023/24 [1]** 142/7  
**2024 [10]** 1/17 4/1 51/4  
63/21 69/24 121/23  
122/12 135/22 148/6  
148/16  
**2025 [1]** 135/15  
**20th [2]** 27/16 28/1  
**21 [3]** 12/1 20/14 70/3  
**21,567 [1]** 64/18  
**223 [1]** 68/18  
**23 [1]** 62/16  
**24 [3]** 10/6 14/19 113/7  
**24-hour [1]** 114/9  
**25 [1]** 26/6  
**25 years [1]** 8/25  
**25th [1]** 36/2  
**26 [1]** 70/6  
**28 [2]** 1/17 148/6  
**29 [1]** 56/6  
**29th [1]** 120/11  
**3**  
**3, formerly [1]** 103/15  
**3,000 [1]** 62/24  
**3,200 [1]** 138/14  
**3.01 [1]** 40/23  
**3.5 [1]** 132/3  
**30 [4]** 16/4 22/25 73/1  
73/2  
**313 [1]** 137/13  
**32 [1]** 10/18  
**32,195 [1]** 128/8  
**321 [2]** 20/7 137/13  
**322 [2]** 140/21 142/5  
**326 [1]** 141/2  
**327 [3]** 43/13 43/24  
141/2  
**328 [1]** 141/2  
**33,878 [1]** 64/17  
**34 [2]** 3/6 107/9  
**348 [1]** 140/21  
**36 hours [1]** 39/11  
**372 [2]** 43/16 64/10  
**374 [1]** 64/10  
**38-key [1]** 13/14  
**397 [1]** 72/12  
**4**  
**4.8 [1]** 15/8  
**40 years [1]** 22/4  
**41 [1]** 107/9  
**419 [1]** 128/10  
**43 [1]** 53/25  
**43 years [1]** 17/20  
**444 [1]** 64/8  
**447 [1]** 128/10  
**448 [1]** 130/8  
**45 [1]** 3/7  
**46 [3]** 3/8 80/11 80/17  
**465 [1]** 130/8  
**466 [1]** 135/2  
**479 [1]** 135/3  
**48 [1]** 3/8  
**482 [2]** 103/25 104/1

**4**  
**4:15 [1]** 41/18  
**5**  
**5/0 [6]** 69/17 129/25  
134/19 136/15 140/12  
143/21  
**50 [4]** 6/9 29/22 112/14  
114/7  
**50,000 [2]** 47/22 52/15  
**500k [1]** 139/16  
**51 [1]** 3/9  
**517 [1]** 82/4  
**519 [1]** 144/2  
**52 [1]** 1/25  
**522 [1]** 144/2  
**5:00 p.m [1]** 93/20  
**6**  
**6,000 [1]** 139/9  
**6.01 [1]** 7/14  
**6.2 [1]** 36/4  
**60 [1]** 146/4  
**60-some years [1]**  
31/1  
**600 [1]** 137/21  
**600,000 [1]** 61/11  
**63 [2]** 3/9 80/7  
**645,000 [1]** 8/8  
**69 [3]** 3/11 3/12 3/13  
**6:00 [2]** 4/1 4/7  
**6:13 [1]** 13/6  
**6:17 [1]** 13/6  
**6th [1]** 27/20  
**7**  
**7 million [3]** 125/13  
126/18 126/20  
**7,160 [1]** 64/15  
**7,419 [1]** 64/6  
**740 [1]** 64/19  
**75 [1]** 67/14  
**76 [2]** 75/18 76/8  
**8**  
**8/28/2024 [1]** 4/1  
**81 [3]** 3/14 45/8 121/11  
**86 [2]** 24/9 64/21  
**893 [2]** 1/14 4/8  
**8:00 [1]** 81/19  
**8:05 [3]** 81/18 81/19  
81/20  
**8:30 [1]** 103/8  
**8th [2]** 64/4 64/16  
**9**  
**9,237 [3]** 64/4 64/5  
64/8  
**9,528 [1]** 64/20  
**90 [1]** 24/9  
**93 [1]** 53/24  
**95,000 [1]** 62/22  
**9:31 [2]** 147/4 147/6  
**9th [2]** 71/13 117/9  
**A**  
**Aaron [3]** 7/5 15/18  
15/23  
**abandonment [1]**

138/1  
**abhorrent [1]** 33/24  
**ability [3]** 20/11 56/10  
103/22  
**able [19]** 11/20 14/6  
21/4 21/12 21/16 24/7  
39/3 39/14 39/21 56/1  
56/6 68/13 79/14 85/12  
87/5 87/24 95/1 117/9  
138/1  
**abnormalities [1]** 67/3  
**about [58]** 5/19 8/12  
10/2 14/20 17/2 18/8  
18/9 24/18 26/6 26/7  
26/8 30/24 34/21 34/21  
35/2 40/24 42/9 42/25  
46/25 54/3 59/6 59/7  
65/14 66/19 71/24  
72/10 72/14 72/19  
73/11 73/12 73/17  
73/18 75/1 75/15 78/9  
80/8 87/19 89/5 89/16  
90/19 95/5 95/8 96/15  
102/21 106/15 110/8  
110/25 114/6 114/9  
114/16 114/24 125/2  
133/12 133/13 139/6  
145/20 146/3 146/21  
**above [4]** 43/20 44/5  
70/25 141/6  
**absolutely [6]** 9/19  
18/18 76/7 78/24  
123/22 142/3  
**abuse [1]** 10/24  
**abusive [2]** 70/20  
72/17  
**accelerated [1]** 92/9  
**accept [1]** 108/5  
**acceptable [1]** 116/23  
**access [12]** 12/5 12/17  
13/22 14/5 20/12 27/22  
64/19 64/20 64/22  
65/18 68/3 85/24  
**accommodate [1]**  
21/12  
**accomplish [2]** 72/21  
73/19  
**accomplished [1]** 16/1  
**accordance [1]** 59/20  
**account [3]** 48/23  
122/1 125/1  
**accountant [7]** 86/20  
86/21 86/25 87/14  
87/23 88/25 89/5  
**accountants [1]** 94/12  
**accounting [16]** 14/15  
15/5 15/16 38/8 48/1  
48/20 48/25 49/5 50/4  
98/7 98/22 98/24 143/1  
143/5 143/8 145/24  
**accounts [5]** 51/22  
54/14 55/4 89/8 126/23  
**accrue [1]** 6/21  
**accurate [3]** 44/3 48/23  
146/13  
**acknowledge [1]** 63/23  
**acquisition [1]** 85/21  
**across [5]** 6/19 30/21  
60/3 112/18 117/23

**act [4]** 8/15 37/23  
59/20 129/5  
**acting [19]** 6/12 32/5  
35/6 35/7 35/23 41/21  
58/12 59/22 81/7 85/6  
85/21 86/9 88/12 88/20  
103/16 117/16 118/20  
119/7 144/13  
**action [12]** 8/14 59/19  
63/2 72/1 72/23 73/8  
76/23 79/13 81/6 92/18  
92/19 115/1  
**active [2]** 64/16 64/17  
**actively [6]** 15/21  
53/10 84/23 84/25  
89/10 89/23  
**activities [1]** 51/4  
**actual [2]** 70/13 146/19  
**actually [42]** 41/19  
47/24 53/5 53/12 55/22  
55/23 56/3 59/12 60/17  
60/25 65/21 83/5 89/12  
95/23 96/8 101/3 101/5  
101/9 101/10 101/23  
102/16 106/16 108/10  
108/14 108/15 109/3  
112/11 112/12 112/14  
115/6 118/7 122/18  
122/19 126/8 127/11  
127/12 128/16 132/2  
133/3 137/24 138/22  
141/5  
**actuals [2]** 8/8 60/2  
**Adams [2]** 14/22 16/18  
**add [9]** 22/25 79/3  
88/25 97/23 113/3  
113/11 134/4 137/19  
142/2  
**added [6]** 40/10 45/12  
45/15 104/18 104/20  
134/6  
**adding [3]** 70/8 77/3  
131/24  
**addition [1]** 6/7  
**additional [24]** 13/21  
40/12 60/18 65/15  
65/16 65/17 66/3 66/4  
80/8 80/15 95/21 99/1  
99/5 100/2 100/17  
104/20 104/25 110/11  
117/1 127/16 137/19  
137/20 137/21 138/17  
**additionally [1]** 110/10  
**additions [3]** 116/7  
138/5 144/9  
**address [8]** 30/3 42/4  
80/4 89/20 91/17  
107/10 115/1 117/25  
**addressed [6]** 29/20  
55/8 59/10 107/9 109/6  
146/4  
**addressing [2]** 58/14  
103/24  
**Adia [2]** 72/4 75/4  
**adjourned [1]** 147/5  
**ADJOURNMENT [2]**  
3/22 147/3  
**adjusting [1]** 39/20  
**adjustments [6]** 15/10

125/5 125/25 126/5  
126/6 126/6  
**admin [3]** 47/4 47/8  
47/14  
**adopted [1]** 70/3  
**adoption [1]** 70/4  
**adult [1]** 19/25  
**adults [1]** 20/19  
**ADUs [1]** 18/18  
**advance [1]** 104/7  
**advert [1]** 93/22  
**advertisement [1]**  
97/21  
**advised [1]** 62/6  
**advisory [6]** 16/25 17/1  
100/22 100/23 101/7  
102/15  
**advocate [1]** 54/25  
**after [15]** 6/24 8/14  
9/17 11/12 29/10 32/8  
47/3 61/7 86/4 89/21  
100/4 100/4 101/15  
102/20 117/12  
**afternoon [1]** 41/18  
**again [34]** 7/20 10/10  
10/21 14/1 33/3 37/10  
42/2 51/8 52/1 52/11  
52/13 52/15 59/18  
60/24 61/11 61/19  
62/20 62/25 64/23  
71/11 73/2 76/14 87/24  
89/2 96/5 100/10  
103/11 106/3 107/16  
107/22 117/25 119/1  
119/12 125/19  
**against [5]** 34/3 50/14  
51/23 58/24 61/13  
**age [2]** 6/9 20/23  
**aged [1]** 21/4  
**agenda [22]** 3/6 5/6  
19/10 34/14 34/16 35/4  
35/10 38/15 40/10  
42/25 43/5 86/16  
103/11 104/7 107/7  
118/21 119/2 119/25  
128/17 128/18 143/22  
144/14  
**Agenda's [1]** 45/2  
**agendas [1]** 16/4  
**ago [10]** 11/6 11/11  
24/4 37/1 55/1 59/7  
79/21 87/15 106/23  
122/19  
**agree [6]** 5/22 54/21  
59/2 80/10 84/14 93/19  
**agreeable [1]** 102/22  
**agreed [3]** 45/17 118/8  
123/18  
**agreement [3]** 30/22  
135/18 140/18  
**agreements [2]** 34/20  
132/13  
**ahead [7]** 10/3 19/8  
31/23 66/12 81/10 91/5  
99/21  
**air [1]** 137/19  
**Alder [3]** 3/17 137/6  
137/9  
**alienated [1]** 31/2

**alignment [1]** 138/24  
**all [106]** 4/23 7/9 12/21  
12/22 13/7 13/11 15/22  
17/11 18/12 18/17 20/6  
20/14 21/13 23/7 23/9  
23/18 24/5 24/23 26/21  
31/7 32/21 35/11 37/16  
46/4 48/20 50/1 50/11  
50/11 50/15 50/25  
51/16 52/14 53/2 53/6  
53/6 56/16 58/11 60/3  
60/6 60/7 60/7 61/24  
63/24 64/1 65/6 67/5  
67/19 69/11 71/5 72/14  
73/12 74/20 75/12  
76/25 77/3 77/11 77/21  
78/3 78/8 78/22 81/2  
81/6 81/20 85/24 88/15  
91/15 91/17 91/20 92/3  
93/14 94/1 98/8 100/16  
103/5 103/7 103/10  
104/19 106/5 112/16  
112/21 113/25 116/2  
116/14 117/7 118/11  
120/14 123/1 125/24  
127/17 129/19 130/1  
134/6 134/11 134/12  
134/20 136/9 137/4  
137/24 140/5 143/11  
143/14 143/22 144/12  
145/12 145/17 145/20  
**ALLEGIANCE [4]** 3/3  
4/9 4/10 4/11  
**Allen [1]** 131/11  
**alleviate [1]** 96/2  
**allocate [1]** 55/5  
**allocated [2]** 60/17  
142/6  
**allocating [3]** 53/1  
53/13 57/4  
**allocation [2]** 20/5  
55/19  
**allocations [2]** 39/21  
55/20  
**allow [5]** 12/10 29/17  
92/18 138/16 144/13  
**allowed [2]** 43/9 48/9  
**allows [1]** 29/10  
**almost [3]** 77/13 91/4  
112/20  
**along [4]** 14/17 15/4  
94/18 127/24  
**already [15]** 11/19  
18/19 24/18 33/8 61/2  
71/4 76/18 87/7 87/9  
96/11 96/18 119/7  
119/10 122/17 137/2  
**also [52]** 2/11 6/4 10/5  
11/5 12/18 16/24 17/17  
22/19 28/25 29/12  
29/13 32/25 38/16  
39/22 40/5 45/15 49/10  
50/14 51/11 52/16  
52/21 62/20 72/3 72/10  
73/10 75/4 82/9 83/16  
84/19 86/19 86/22  
92/10 95/12 99/22  
100/23 103/23 105/10  
105/11 105/13 107/13

<b>A</b>	<b>anybody [3]</b> 35/18 107/11 107/17 <b>anyone [8]</b> 6/9 19/23 32/7 34/22 37/4 57/1 94/12 120/17 <b>anything [8]</b> 53/8 85/5 89/25 106/13 124/4 125/25 127/15 144/10 <b>anything's [1]</b> 132/25 <b>anytime [1]</b> 79/16 <b>Anyway [1]</b> 9/24 <b>anywhere [1]</b> 24/19 <b>apologize [5]</b> 10/16 10/19 104/5 104/9 105/5 <b>apparent [1]</b> 16/9 <b>apparently [4]</b> 19/22 21/21 32/6 32/8 <b>appeal [1]</b> 11/2 <b>appeals [1]</b> 12/22 <b>appeared [1]</b> 27/17 <b>appears [2]</b> 141/2 148/10 <b>Appendix [3]</b> 52/14 52/17 52/18 <b>applicable [1]</b> 75/21 <b>applicants [2]</b> 10/7 32/8 <b>apply [2]</b> 77/21 111/1 <b>appoint [1]</b> 118/4 <b>appointed [1]</b> 30/8 <b>appointing [1]</b> 15/25 <b>appointment [1]</b> 30/3 <b>appreciate [8]</b> 31/17 40/22 46/4 93/16 107/21 116/5 123/14 127/21 <b>approach [7]</b> 11/10 30/16 31/14 79/12 83/10 110/24 116/12 <b>appropriate [4]</b> 13/25 57/14 80/25 80/25 <b>appropriations [2]</b> 135/8 135/14 <b>approval [13]</b> 3/6 28/18 34/14 37/19 37/20 37/22 38/20 40/24 85/9 92/17 128/3 128/22 135/20 <b>approvals [2]</b> 57/13 58/15 <b>approve [19]</b> 6/25 39/8 42/18 44/8 69/4 69/6 103/21 128/6 129/12 130/5 133/23 134/24 136/3 137/9 139/24 140/18 141/15 141/20 144/22 <b>approved [12]</b> 37/25 39/13 39/15 45/2 57/8 57/22 70/5 82/10 128/25 129/3 137/12 138/6 <b>approver [1]</b> 57/10 <b>approving [3]</b> 38/2 40/21 96/7 <b>are [163]</b> <b>area [8]</b> 17/21 61/5 61/19 61/25 62/16	70/13 82/21 113/16 <b>areas [15]</b> 45/14 58/9 60/9 60/10 60/23 62/20 32/7 34/22 37/4 57/1 70/11 70/12 83/19 91/23 94/15 106/8 106/11 108/9 116/18 <b>aren't [1]</b> 18/8 <b>argue [1]</b> 84/13 <b>arms [1]</b> 78/2 <b>around [12]</b> 22/5 23/16 24/19 28/12 28/17 76/11 76/23 92/1 113/6 126/19 138/11 146/8 <b>arrive [1]</b> 32/19 <b>as [181]</b> <b>as-built [1]</b> 138/4 <b>ask [11]</b> 38/18 43/12 66/11 85/20 86/12 86/18 88/24 93/23 94/13 105/4 130/20 <b>asked [9]</b> 24/4 24/24 28/10 41/13 46/18 53/15 109/7 127/1 127/6 <b>asking [6]</b> 25/2 37/18 53/16 66/10 74/23 116/5 <b>aspect [2]</b> 22/9 141/8 <b>aspects [1]</b> 23/10 <b>assed [1]</b> 24/7 <b>assessed [1]</b> 118/21 <b>assessments [1]</b> 116/1 <b>asset [1]</b> 132/19 <b>assignment [1]</b> 58/16 <b>assist [3]</b> 103/24 117/11 117/17 <b>assistance [3]</b> 82/2 102/4 102/7 <b>assistant [2]</b> 84/18 88/2 <b>assisting [1]</b> 95/25 <b>associated [4]</b> 46/21 48/21 50/12 139/4 <b>assume [1]</b> 19/21 <b>assuming [4]</b> 46/8 47/19 62/18 78/14 <b>assurances [1]</b> 123/9 <b>assure [2]</b> 54/1 122/21 <b>attached [1]</b> 64/25 <b>attempt [2]</b> 106/13 106/15 <b>attention [8]</b> 24/4 35/9 52/19 52/21 67/10 71/21 72/2 128/13 <b>attorney [4]</b> 7/25 17/10 17/13 17/14 <b>attorneys [3]</b> 17/19 26/13 26/25 <b>attract [1]</b> 106/11 <b>attributing [1]</b> 53/7 <b>auction [1]</b> 130/17 <b>audience [1]</b> 77/22 <b>audit [19]</b> 14/20 15/3 16/7 32/17 39/23 45/7 54/3 67/2 67/4 88/17 89/22 96/1 96/14 126/4 127/3 127/7 145/7 146/5 146/16 <b>auditor [4]</b> 59/8 59/15	122/20 146/2 <b>auditors [1]</b> 126/13 <b>audits [2]</b> 32/11 58/4 <b>August [10]</b> 1/17 27/16 27/20 28/1 63/21 64/4 64/16 125/23 135/22 148/6 <b>authority [3]</b> 41/21 59/23 129/3 <b>authorize [2]</b> 132/13 134/25 <b>authors [1]</b> 28/11 <b>automatically [1]</b> 108/7 <b>automation [1]</b> 91/21 <b>available [5]</b> 23/4 87/8 87/21 88/4 108/19 <b>Avenue [3]</b> 3/17 137/6 137/9 <b>award [1]</b> 111/19 <b>awarded [2]</b> 27/23 28/8 <b>aware [3]</b> 82/6 98/2 146/9 <b>away [1]</b> 6/22 <b>awesome [3]</b> 65/7 125/19 128/21 <b>awhile [1]</b> 63/25 <b>awkward [1]</b> 62/4 <b>aye [39]</b> 69/12 69/13 69/14 69/15 69/16 118/11 118/12 118/13 118/14 129/19 129/20 129/21 129/22 129/23 129/24 134/13 134/14 134/15 134/16 134/17 134/18 136/9 136/10 136/11 136/12 136/13 136/14 140/6 140/7 140/8 140/9 140/10 140/11 143/15 143/16 143/17 143/18 143/19 143/20	<b>bank [5]</b> 121/8 121/22 122/17 127/11 127/11 <b>bar [1]</b> 54/22 <b>barely [1]</b> 52/7 <b>barrage [1]</b> 25/2 <b>base [3]</b> 22/7 22/8 22/9 <b>based [10]</b> 29/2 43/19 66/2 74/7 88/1 113/7 115/14 122/21 132/14 146/16 <b>basically [11]</b> 22/23 46/19 46/23 47/13 52/24 57/17 58/1 60/2 60/7 62/1 77/12 <b>basis [2]</b> 63/19 111/19 <b>BBK [2]</b> 144/24 144/24 <b>be [223]</b> <b>be months [1]</b> 99/7 <b>beach [17]</b> 12/10 12/12 12/13 12/16 13/20 17/13 52/5 64/7 64/18 64/20 64/22 68/1 68/3 68/4 68/5 68/9 77/11 <b>beaches [11]</b> 13/23 14/6 19/20 20/12 25/19 25/21 25/22 25/23 52/3 56/20 77/13 <b>bear [3]</b> 52/4 53/21 131/3 <b>became [1]</b> 16/7 <b>because [72]</b> 5/16 9/15 9/22 10/21 10/24 12/9 12/20 18/23 24/22 33/19 35/3 36/18 38/9 40/2 41/14 42/12 42/15 45/18 46/3 48/23 49/15 50/1 51/22 52/4 53/12 60/15 61/1 62/1 62/13 65/20 66/15 66/18 68/14 72/9 73/8 73/20 74/15 76/14 77/12 78/10 79/8 86/14 86/21 87/11 90/12 92/3 94/9 94/11 97/6 100/3 100/23 102/5 109/11 111/7 112/19 113/14 113/25 114/11 115/18 115/25 119/2 120/1 123/10 127/4 127/6 129/2 131/20 133/14 133/19 138/1 138/10 146/7 <b>Becker [5]</b> 16/23 26/8 73/25 79/18 80/11 <b>become [4]</b> 15/20 16/16 20/18 44/17 <b>becomes [10]</b> 44/20 44/20 44/21 44/21 44/22 44/22 44/22 44/23 44/24 44/24 <b>bed [1]</b> 131/9 <b>been [87]</b> 5/15 8/24 9/1 11/3 11/13 11/19 11/20 12/6 18/6 22/12 24/7 25/1 32/4 33/22 35/23 36/6 40/10 44/20 47/3 49/2 49/25 51/15 53/16 54/1 54/2 54/18 57/12 57/21 60/19 60/23 62/5
<b>B</b>				

<b>B</b>	45/13 47/13 56/17 68/1 70/18 89/9 118/22 127/10 <b>beverage [11]</b> 52/23 52/25 53/5 53/18 54/24 55/9 55/15 56/17 57/2 107/13 107/14 <b>beyond [1]</b> 128/20 <b>bid [4]</b> 42/15 137/25 138/19 139/3 <b>bidder [1]</b> 111/20 <b>bidders [1]</b> 29/17 <b>bids [1]</b> 112/21 <b>big [4]</b> 27/5 55/10 61/1 75/7 <b>bigger [1]</b> 66/15 <b>biggest [2]</b> 9/3 76/4 <b>biking [1]</b> 21/14 <b>bill [1]</b> 46/25 <b>billed [1]</b> 50/13 <b>billing [4]</b> 3/18 48/24 140/15 140/18 <b>bills [3]</b> 37/14 90/16 90/23 <b>bit [19]</b> 22/17 48/3 72/20 72/23 73/16 74/1 76/21 80/6 87/6 87/10 100/5 105/13 109/13 109/23 110/15 111/11 120/12 131/6 145/24 <b>bits [1]</b> 121/15 <b>black [1]</b> 8/18 <b>blanket [3]</b> 38/10 38/22 40/7 <b>blankets [1]</b> 129/10 <b>blend [1]</b> 82/24 <b>block [1]</b> 67/15 <b>blowing [1]</b> 66/16 <b>board [123]</b> 1/4 2/3 3/7 3/20 8/12 8/14 9/9 10/17 11/3 13/12 14/20 14/22 15/8 15/12 15/19 16/25 17/1 23/22 24/14 27/14 28/16 30/21 31/3 31/9 35/6 35/20 36/1 38/19 40/20 40/23 40/25 41/1 41/4 41/20 42/2 42/11 42/21 43/14 43/24 44/8 45/4 45/9 45/13 45/19 46/19 47/16 49/13 53/16 54/9 58/17 59/12 63/14 64/24 69/6 71/9 72/16 74/1 74/10 77/23 82/5 82/10 83/13 83/21 85/10 85/22 86/2 86/13 86/16 88/9 88/17 91/8 92/15 92/16 94/24 99/10 104/1 104/6 104/9 104/11 106/12 106/25 111/2 112/4 113/7 113/8 116/24 116/25 117/6 117/7 118/10 119/6 119/14 120/5 127/17 128/10 129/1 129/3 129/11 129/17 130/9 131/7 132/20 133/2 133/15 133/17 133/18 133/22	134/3 135/3 135/24 136/2 136/7 137/12 137/14 139/23 140/4 140/22 141/14 144/3 144/10 144/18 144/19 148/7 <b>Board's [4]</b> 24/3 32/2 35/15 124/17 <b>Board-approved [1]</b> 137/12 <b>boarding [1]</b> 21/14 <b>Boardroom [1]</b> 1/13 <b>boards [2]</b> 6/19 10/18 <b>Bobby [2]</b> 98/4 98/5 <b>bodies [2]</b> 100/17 101/3 <b>body [1]</b> 102/10 <b>boilerplate [1]</b> 112/20 <b>bond [1]</b> 6/25 <b>books [2]</b> 125/6 126/2 <b>both [11]</b> 6/15 28/2 42/7 48/21 64/6 74/21 76/2 96/2 101/10 109/4 110/16 <b>bother [1]</b> 112/3 <b>bottom [1]</b> 22/24 <b>boulders [1]</b> 138/23 <b>Boulevard [3]</b> 1/14 4/8 137/25 <b>Brandi [4]</b> 1/24 148/4 148/18 148/20 <b>break [7]</b> 13/4 21/8 34/1 42/4 53/18 81/18 142/4 <b>breakdown [2]</b> 45/23 58/25 <b>breakdowns [1]</b> 45/19 <b>breaking [1]</b> 45/13 <b>brief [2]</b> 15/25 49/20 <b>briefly [1]</b> 26/7 <b>bring [24]</b> 12/10 21/4 21/8 30/5 35/8 36/1 36/3 38/23 40/25 46/18 56/6 71/13 74/1 79/23 81/14 86/16 91/7 92/15 92/15 95/10 102/22 108/13 114/10 144/14 <b>bringing [14]</b> 21/10 49/4 70/15 74/25 75/2 93/13 94/8 94/21 95/5 95/16 112/4 136/17 136/20 144/6 <b>brings [1]</b> 111/12 <b>broader [1]</b> 82/22 <b>broken [2]</b> 47/6 47/7 <b>brought [13]</b> 16/20 24/3 31/8 32/17 37/24 52/21 55/1 55/2 71/21 72/2 124/6 132/23 133/12 <b>bucket [1]</b> 53/3 <b>bucks [3]</b> 61/14 62/2 131/24 <b>budget [23]</b> 29/22 48/7 51/5 51/11 51/14 51/17 51/23 54/16 60/12 60/15 60/16 60/20 60/23 62/13 62/14 62/17 62/23 90/22	94/16 135/9 142/6 142/16 142/21 <b>budgeted [6]</b> 19/12 47/10 87/20 87/20 87/23 96/21 <b>budgets [2]</b> 7/3 61/1 <b>Build [1]</b> 28/12 <b>building [3]</b> 31/5 61/13 106/17 <b>buildings [2]</b> 130/15 130/16 <b>built [3]</b> 50/16 96/18 138/4 <b>built-in [1]</b> 96/18 <b>bulk [1]</b> 109/12 <b>bullet [6]</b> 104/21 109/18 109/24 110/2 114/17 116/21 <b>bullets [2]</b> 110/7 116/22 <b>bunch [3]</b> 21/25 37/3 74/23 <b>Burnt [2]</b> 3/11 69/1 <b>business [15]</b> 3/13 22/11 28/23 36/8 36/10 42/9 53/11 55/22 56/4 57/1 57/5 69/18 69/19 83/19 104/22 <b>businesses [4]</b> 23/17 23/18 53/10 55/18 <b>buy [2]</b> 68/13 132/6 <b>buying [3]</b> 7/15 41/10 131/20	50/22 52/5 92/5 135/9 135/13 135/21 136/17 142/15 142/23 142/23 <b>capitalization [1]</b> 16/3 <b>capitalize [2]</b> 49/17 132/6 <b>capitalized [2]</b> 15/9 132/4 <b>Capstone [1]</b> 64/5 <b>capturing [1]</b> 13/24 <b>card [20]</b> 3/9 21/1 57/13 58/15 63/10 63/12 63/15 65/21 66/7 68/1 68/2 68/2 68/6 68/9 68/10 73/12 131/5 131/9 132/4 133/13 <b>cards [35]</b> 6/17 6/23 12/5 12/9 12/9 12/15 12/15 12/17 12/19 24/3 24/5 24/11 25/25 53/22 53/24 53/25 54/3 57/8 57/17 57/21 57/24 57/25 63/17 64/14 64/20 64/21 64/22 65/19 66/8 66/19 68/4 68/5 77/10 80/16 119/9 <b>care [2]</b> 32/16 126/9 <b>careful [1]</b> 114/24 <b>carried [2]</b> 142/7 142/8 <b>carry [3]</b> 60/14 92/17 142/12 <b>carrying [1]</b> 143/4 <b>Cars [1]</b> 33/12 <b>carte [1]</b> 109/23 <b>case [4]</b> 5/5 9/13 39/23 61/23 <b>cases [1]</b> 79/10 <b>cash [1]</b> 125/1 <b>cast [2]</b> 85/12 115/4 <b>catastrophe [1]</b> 16/20 <b>catch [7]</b> 39/20 60/18 67/6 75/12 88/15 116/14 121/19 <b>catch-all [2]</b> 75/12 116/14 <b>catch-up [1]</b> 88/15 <b>categories [1]</b> 52/12 <b>caught [2]</b> 95/7 95/11 <b>cause [1]</b> 30/22 <b>Cedar [2]</b> 3/11 69/1 <b>center [5]</b> 19/21 19/21 51/25 70/17 77/11 <b>central [4]</b> 49/24 50/6 50/10 50/13 <b>cents [1]</b> 79/25 <b>certain [3]</b> 6/18 39/16 118/3 <b>certainly [11]</b> 5/12 18/11 53/14 58/22 60/24 79/2 85/19 105/9 106/2 106/12 113/5 <b>certify [1]</b> 148/5 <b>cetera [4]</b> 20/1 77/1 84/23 99/3 <b>CFO [2]</b> 90/9 90/9 <b>Chad [2]</b> 63/24 65/5 <b>chair [18]</b> 2/4 2/5 6/11 35/1 37/21 39/14 39/14 40/25 43/3 71/17 75/1
			<b>C</b>	
			<b>Cafe [1]</b> 11/11 <b>caffeine [1]</b> 93/9 <b>cake [1]</b> 125/3 <b>calendar [13]</b> 3/10 3/19 17/4 36/8 43/7 44/11 44/14 68/25 69/5 69/7 86/17 144/1 144/17 <b>call [17]</b> 3/4 4/5 4/13 4/15 37/12 70/21 78/1 101/4 102/15 102/17 102/20 118/10 121/1 129/18 136/8 140/5 143/14 <b>called [2]</b> 6/13 24/2 <b>calling [2]</b> 31/25 77/22 <b>calls [1]</b> 71/5 <b>came [3]</b> 11/25 74/9 75/1 <b>can [149]</b> <b>can't [15]</b> 8/13 12/11 12/21 36/22 38/8 38/9 39/19 39/20 78/5 78/18 88/22 100/4 105/3 108/11 124/19 <b>cancel [1]</b> 29/10 <b>canceled [1]</b> 139/3 <b>candidate [3]</b> 23/21 27/11 31/20 <b>candidates [4]</b> 82/23 97/22 98/12 104/23 <b>cannot [1]</b> 29/9 <b>capable [1]</b> 8/16 <b>capital [15]</b> 48/21 49/10 49/18 49/22 50/7	

<b>C</b>	105/12 108/11 115/23 117/21 120/7 122/16 126/16 138/10 <b>clarity [1]</b> 74/2 <b>clean [1]</b> 25/12 <b>clear [11]</b> 16/16 25/20 57/23 102/1 102/1 105/6 109/14 110/8 115/3 115/5 143/5 <b>cleared [2]</b> 83/22 136/20 <b>clearing [1]</b> 143/3 <b>clearly [3]</b> 29/19 50/9 73/22 <b>CLERK [1]</b> 2/13 <b>CLGF [6]</b> 82/12 100/24 102/12 120/8 123/5 123/17 <b>Cliff [2]</b> 14/11 145/22 <b>close [11]</b> 14/8 34/12 46/12 48/14 50/25 68/23 103/7 144/16 145/12 146/3 147/1 <b>closed [2]</b> 11/13 126/2 <b>closely [3]</b> 72/9 76/12 87/3 <b>closes [3]</b> 63/8 118/19 127/25 <b>closing [6]</b> 39/19 122/11 125/5 125/8 125/24 125/25 <b>clue [1]</b> 9/16 <b>codes [1]</b> 6/6 <b>cognizant [1]</b> 110/25 <b>collaborate [1]</b> 14/7 <b>colleague [1]</b> 34/25 <b>colleagues [5]</b> 93/17 100/16 117/10 118/1 138/9 <b>collected [5]</b> 19/18 46/16 46/20 47/2 47/9 <b>collecting [1]</b> 52/4 <b>collects [2]</b> 46/24 47/1 <b>college [1]</b> 21/4 <b>college-aged [1]</b> 21/4 <b>come [17]</b> 12/18 20/20 21/4 21/7 27/14 33/6 41/2 46/1 61/13 70/22 93/24 97/19 98/13 98/23 114/25 128/12 138/25 <b>comes [6]</b> 12/8 39/9 44/23 100/8 100/8 114/16 <b>comfortable [4]</b> 40/21 116/6 122/10 129/8 <b>coming [10]</b> 10/1 40/3 48/5 56/16 93/21 99/10 99/18 131/1 131/7 131/14 <b>comment [17]</b> 3/21 4/25 5/1 13/9 34/9 48/9 51/18 61/7 66/18 73/11 75/18 80/10 83/3 105/7 144/23 146/25 147/2 <b>comments [18]</b> 3/5 19/5 34/3 60/6 71/1 71/4 71/6 71/10 71/12 74/12 93/5 93/17 93/21	93/24 113/22 127/13 145/14 145/15 <b>commercial [3]</b> 18/3 26/23 53/9 <b>commercial [1]</b> 73/17 <b>commissioner [1]</b> 18/20 <b>commitment [1]</b> 120/13 <b>committed [4]</b> 120/9 124/1 124/16 124/17 <b>committee [21]</b> 5/7 5/8 14/20 15/3 15/7 15/13 15/18 15/23 16/8 17/11 24/16 25/20 26/14 54/3 120/3 122/18 135/21 136/18 136/19 145/7 146/5 <b>common [1]</b> 42/14 <b>communicated [1]</b> 115/11 <b>communication [1]</b> 122/5 <b>community [13]</b> 10/12 11/25 14/9 27/18 33/21 42/17 47/1 47/10 49/16 49/21 108/23 109/1 126/19 <b>community's [1]</b> 113/21 <b>companies [6]</b> 22/1 22/6 22/9 22/10 23/5 115/19 <b>company [9]</b> 10/4 17/21 21/22 22/16 23/9 23/10 23/15 29/9 33/14 <b>comparison [1]</b> 41/13 <b>competence [1]</b> 7/24 <b>competition [2]</b> 99/19 99/21 <b>competitive [1]</b> 135/11 <b>complaint [1]</b> 42/14 <b>complement [1]</b> 118/7 <b>complete [5]</b> 29/23 36/3 38/9 124/3 132/21 <b>completed [3]</b> 32/15 121/23 124/6 <b>completely [6]</b> 16/11 28/1 76/24 77/8 79/15 114/9 <b>completing [1]</b> 33/3 <b>completion [1]</b> 121/7 <b>complex [2]</b> 77/2 79/1 <b>compliance [2]</b> 114/21 114/22 <b>comply [3]</b> 15/12 122/10 133/17 <b>comprehensive [2]</b> 41/8 91/14 <b>compromise [1]</b> 112/22 <b>Computer [1]</b> 140/20 <b>concern [11]</b> 9/3 37/24 50/20 53/14 54/25 55/10 61/5 94/6 106/14 129/9 133/12 <b>concerned [5]</b> 10/2 29/5 77/6 77/14 78/9 <b>concerning [1]</b> 53/8	<b>concerns [9]</b> 11/7 34/15 35/1 37/4 52/22 73/18 118/1 120/15 131/5 <b>conclusion [2]</b> 39/19 65/22 <b>concurrent [1]</b> 111/14 <b>conditions [2]</b> 40/9 40/17 <b>condominium [2]</b> 67/15 67/21 <b>condominiums [1]</b> 80/14 <b>conduct [4]</b> 70/9 70/16 70/18 72/10 <b>conducted [1]</b> 16/18 <b>confirm [2]</b> 66/20 130/25 <b>confirmation [1]</b> 19/3 <b>confirmed [1]</b> 16/19 <b>confused [3]</b> 76/21 87/10 93/4 <b>confusion [2]</b> 87/19 119/3 <b>consent [9]</b> 3/10 36/8 43/7 43/14 44/10 44/14 68/25 69/4 69/7 <b>consequences [2]</b> 29/11 70/24 <b>consider [2]</b> 34/5 38/19 <b>consideration [1]</b> 5/12 <b>considered [2]</b> 11/1 58/10 <b>considering [2]</b> 96/8 97/9 <b>consistent [1]</b> 60/8 <b>consistently [3]</b> 51/9 52/2 66/21 <b>consisting [1]</b> 148/13 <b>constantly [1]</b> 100/4 <b>Constitution [1]</b> 14/13 <b>Construction [1]</b> 137/11 <b>consultant [6]</b> 30/5 30/7 103/25 111/6 114/4 115/13 <b>consultant's [1]</b> 122/2 <b>consultants [4]</b> 83/24 94/21 112/7 116/15 <b>consulting [8]</b> 27/17 27/19 27/22 28/17 29/13 108/16 109/20 115/25 <b>consuming [1]</b> 66/23 <b>contact [3]</b> 7/19 82/1 101/7 <b>contain [1]</b> 28/4 <b>contained [1]</b> 50/16 <b>content [1]</b> 116/11 <b>contingency [2]</b> 137/12 138/7 <b>continue [6]</b> 51/7 52/10 73/9 74/18 119/15 120/19 <b>continued [2]</b> 16/2 95/24 <b>continues [1]</b> 121/24 <b>continuing [2]</b> 9/4	27/22 <b>contract [17]</b> 27/17 29/6 32/1 41/1 44/9 91/7 95/20 114/1 114/2 114/3 128/7 138/12 138/13 138/15 141/3 141/15 141/20 <b>contracting [1]</b> 114/19 <b>contractor [2]</b> 22/3 138/22 <b>contractors [1]</b> 139/12 <b>contracts [9]</b> 28/9 37/6 40/4 40/11 40/24 41/7 42/12 44/2 111/21 <b>contractual [1]</b> 78/12 <b>control [8]</b> 25/24 32/17 32/23 56/2 56/13 56/15 57/7 61/22 <b>controller [2]</b> 87/1 122/5 <b>controlling [1]</b> 49/17 <b>controls [12]</b> 15/7 54/4 56/9 57/12 57/16 58/3 83/23 88/15 99/3 109/9 109/16 113/1 <b>conversation [4]</b> 11/10 90/8 96/20 104/14 <b>conversations [1]</b> 76/19 <b>conversion [1]</b> 16/13 <b>conversions [1]</b> 15/19 <b>coordinate [1]</b> 94/1 <b>coordinating [1]</b> 122/8 <b>copy [3]</b> 21/2 73/2 123/20 <b>Corporation [1]</b> 140/20 <b>correct [20]</b> 44/4 47/25 48/1 48/8 49/2 50/23 56/23 65/15 66/13 67/17 68/5 126/7 126/14 131/2 132/12 138/4 138/15 138/19 142/11 148/12 <b>corrected [2]</b> 15/1 146/6 <b>correcting [1]</b> 16/13 <b>corrections [2]</b> 14/24 67/8 <b>corrective [2]</b> 63/2 73/7 <b>correctly [4]</b> 50/3 55/5 57/4 127/9 <b>cost [10]</b> 15/17 23/2 51/25 56/21 105/22 109/22 111/17 131/14 134/8 139/4 <b>costs [8]</b> 57/4 61/18 61/20 61/21 132/7 132/8 133/15 139/3 <b>could [30]</b> 11/19 14/25 21/2 25/14 29/1 31/15 32/12 34/20 39/15 40/5 41/13 50/6 55/5 55/21 58/13 66/16 77/3 77/8 78/25 82/15 83/13 84/19 86/1 98/11 99/22 99/23 101/6 109/15 113/22 128/25 <b>couldn't [4]</b> 60/13
----------	--	---	---	---

<b>C</b>	<b>cut [2]</b> 60/3 112/14 <b>cycle [3]</b> 51/17 89/22 132/22	<b>deliberately [1]</b> 113/12 <b>delineate [1]</b> 50/21 <b>delineated [1]</b> 50/10 <b>delineating [1]</b> 49/9 <b>deliver [4]</b> 105/22 108/22 116/13 146/2 <b>deliverables [1]</b> 124/20 <b>delivery [1]</b> 40/11 <b>demands [1]</b> 81/2 <b>demonstrate [2]</b> 101/9 103/1 <b>denial [1]</b> 7/11 <b>DENT [4]</b> 2/5 4/23 15/23 30/9 <b>departement [1]</b> 128/11 <b>department [20]</b> 16/15 17/6 24/22 30/20 38/9 39/23 53/2 54/18 57/10 60/13 70/22 82/3 84/22 85/2 88/10 88/18 88/23 92/10 94/10 121/17 <b>departments [4]</b> 56/18 60/7 61/22 119/17 <b>depend [1]</b> 115/13 <b>depending [1]</b> 108/8 <b>Derrek [1]</b> 15/18 <b>described [4]</b> 43/19 44/5 101/2 141/6 <b>describing [1]</b> 29/14 <b>description [4]</b> 49/20 96/23 97/4 97/6 <b>descriptions [1]</b> 66/1 <b>desperately [1]</b> 38/12 <b>detail [3]</b> 67/10 113/25 123/17 <b>detailed [4]</b> 28/22 53/17 115/12 124/2 <b>detailing [1]</b> 28/16 <b>details [6]</b> 19/12 26/21 49/14 53/22 97/25 133/8 <b>determining [1]</b> 43/21 <b>developed [1]</b> 21/13 <b>development [3]</b> 109/11 109/17 114/11 <b>dialogue [2]</b> 11/20 102/18 <b>Diana [1]</b> 5/9 <b>Diane [6]</b> 16/23 26/8 26/17 26/22 27/2 27/6 <b>did [32]</b> 11/10 14/16 15/12 15/22 21/9 26/25 35/17 47/24 50/4 54/25 62/7 66/13 67/6 71/25 80/14 84/24 85/5 87/16 89/6 90/7 90/18 90/24 102/16 119/22 121/17 127/15 131/7 136/23 138/16 142/19 144/4 146/12 <b>didn't [17]</b> 8/12 10/7 23/25 31/21 33/4 40/16 41/16 48/10 57/9 60/15 66/25 67/3 95/19 97/4 104/7 125/11 146/11 <b>difference [3]</b> 68/1 124/22 127/14 <b>differences [1]</b> 122/2	<b>different [17]</b> 38/13 38/16 38/16 45/14 52/12 56/18 60/4 65/10 74/12 75/12 78/13 78/14 79/15 80/13 101/20 131/19 141/7 <b>difficult [1]</b> 112/13 <b>dig [5]</b> 8/17 84/3 84/4 99/1 126/25 <b>digital [1]</b> 20/23 <b>diligence [4]</b> 3/7 33/3 45/5 45/7 <b>Dillon's [1]</b> 15/5 <b>dilute [1]</b> 77/19 <b>diluting [1]</b> 77/2 <b>dinner [1]</b> 7/13 <b>direct [3]</b> 81/25 114/1 121/5 <b>directing [1]</b> 38/19 <b>direction [10]</b> 25/18 69/22 81/13 85/9 86/24 87/13 87/17 101/20 102/1 114/2 <b>directly [3]</b> 17/13 87/4 89/8 <b>director [47]</b> 3/14 6/12 27/24 46/17 54/2 55/4 71/20 81/23 82/1 82/7 82/13 82/16 82/25 83/16 83/21 84/7 84/16 84/18 84/25 85/4 85/17 86/11 86/19 87/3 87/19 88/3 92/4 92/22 93/3 94/8 94/14 94/17 96/23 97/1 97/10 97/13 97/24 98/20 99/6 100/20 104/2 106/21 108/11 117/24 130/7 130/24 133/23 <b>directors [3]</b> 60/25 98/6 99/17 <b>disabled [2]</b> 22/10 23/18 <b>disappeared [1]</b> 132/3 <b>disappointing [1]</b> 11/21 <b>disbursement [1]</b> 20/5 <b>disbursements [1]</b> 52/14 <b>disciplinary [9]</b> 72/1 72/22 76/23 78/4 78/6 78/18 79/13 80/3 81/11 <b>discipline [1]</b> 77/19 <b>discipline as [1]</b> 77/19 <b>disclosing [1]</b> 132/1 <b>disclosure [1]</b> 34/19 <b>discount [1]</b> 98/4 <b>discounts [1]</b> 6/17 <b>discouraged [1]</b> 11/12 <b>discrepancy [1]</b> 127/10 <b>discretion [1]</b> 28/24 <b>discuss [13]</b> 35/16 69/21 70/1 81/24 95/13 103/20 120/4 121/4 130/4 134/23 134/24 137/8 140/17 <b>discussed [6]</b> 18/4 27/20 49/8 96/8 104/11	113/9 <b>discussing [1]</b> 36/15 <b>discussion [18]</b> 17/16 20/3 42/24 72/7 80/2 101/15 102/1 103/6 117/6 117/20 118/10 122/21 129/17 133/20 134/3 136/7 140/4 143/12 <b>discussions [4]</b> 11/23 52/24 74/7 75/10 <b>Disinfection [2]</b> 3/11 69/1 <b>disingenuously [1]</b> 7/23 <b>disinterest [1]</b> 30/15 <b>disposal [2]</b> 132/20 133/2 <b>disposed [3]</b> 132/18 132/24 133/3 <b>disputes [1]</b> 6/5 <b>dissolve [1]</b> 8/20 <b>distract [1]</b> 100/25 <b>distrect [27]</b> 1/3 2/13 4/7 5/4 6/1 7/9 10/10 24/12 30/18 32/10 32/24 38/6 40/9 40/19 41/6 41/11 46/24 51/4 51/5 63/15 80/21 81/3 96/15 103/24 110/6 135/16 135/18 <b>District's [3]</b> 33/15 64/5 96/16 <b>dive [2]</b> 48/2 51/21 <b>division [1]</b> 130/12 <b>divvied [3]</b> 56/17 56/18 56/20 <b>do [131]</b> 6/16 6/22 7/20 8/13 11/8 12/10 12/24 13/3 17/7 19/5 20/16 22/2 22/2 22/7 22/14 23/6 23/8 23/11 24/21 25/14 26/24 30/9 35/1 35/7 36/18 37/18 37/23 39/4 39/5 39/21 41/3 42/4 43/21 46/3 46/4 46/8 50/5 53/22 54/13 54/14 54/17 54/21 55/3 55/6 55/9 55/16 58/3 59/3 59/15 60/14 60/15 61/18 64/10 65/7 65/8 65/19 67/4 68/21 71/21 73/3 74/4 75/3 75/14 79/4 79/5 80/3 81/9 83/13 83/15 84/12 84/13 84/14 84/18 86/13 86/15 86/20 89/16 90/15 91/15 91/19 92/3 93/2 94/6 94/15 94/19 94/23 95/20 95/21 95/23 96/23 97/21 98/9 99/25 102/19 103/10 105/25 106/1 108/25 110/9 110/10 111/14 112/9 112/9 113/1 113/17 115/19 116/3 116/7 116/10 117/16 118/4 118/21 120/17 121/12
----------	--	--	--	--



<b>D</b>	120/18 125/24 125/24 127/8 143/8 <b>door</b> [1] 80/14 <b>doubt</b> [1] 7/10 <b>down</b> [27] 9/11 9/14 10/9 10/13 12/12 24/20 24/21 25/11 27/17 37/23 45/13 47/6 53/18 56/19 57/21 58/21 59/18 89/21 93/13 93/14 98/13 108/17 111/11 112/14 114/13 138/2 146/3 <b>dozens</b> [1] 28/9 <b>draft</b> [5] 13/17 17/12 46/5 62/10 104/13 <b>drafted</b> [3] 17/11 17/14 17/18 <b>drafting</b> [4] 18/14 73/25 78/21 81/10 <b>drain</b> [1] 10/13 <b>dramatically</b> [1] 18/22 <b>draw</b> [1] 52/19 <b>drew</b> [1] 105/12 <b>drive</b> [1] 55/23 <b>driven</b> [1] 28/21 <b>driving</b> [2] 21/2 31/12 <b>drop</b> [1] 117/13 <b>dropped</b> [1] 37/17 <b>dropping</b> [1] 120/21 <b>due</b> [7] 3/7 33/3 45/5 45/7 63/19 123/5 138/23 <b>dug</b> [1] 124/24 <b>duplication</b> [1] 17/25 <b>during</b> [6] 15/11 49/8 51/17 60/12 60/20 90/17 <b>duties</b> [1] 30/6	<b>election</b> [1] 25/11 <b>election</b> [1] 12/3 <b>element</b> [1] 114/14 <b>eleven</b> [2] 103/8 103/9 <b>elimination</b> [1] 29/24 <b>else</b> [8] 8/15 12/21 19/23 51/20 108/19 120/20 126/24 127/15 <b>email</b> [2] 45/21 87/11 <b>emails</b> [3] 11/4 87/18 138/11 <b>embarrassment</b> [1] 105/11 <b>embellish</b> [1] 100/24 <b>embracing</b> [1] 31/5 <b>emergency</b> [4] 22/21 37/19 91/16 128/22 <b>emphasis</b> [1] 108/14 <b>employee</b> [2] 80/4 121/24 <b>employees</b> [4] 24/10 72/14 77/1 95/25 <b>encapsulated</b> [1] 114/1 <b>encountered</b> [1] 138/23 <b>encourage</b> [1] 99/4 <b>end</b> [12] 10/1 33/1 33/4 33/7 44/15 60/3 86/6 109/3 125/25 126/5 126/6 143/1 <b>ended</b> [2] 126/12 147/6 <b>energy</b> [2] 52/16 110/25 <b>enforced</b> [1] 57/19 <b>enforcement</b> [2] 70/10 78/12 <b>engage</b> [1] 73/24 <b>engaged</b> [2] 14/22 72/3 <b>engagement</b> [2] 145/6 145/9 <b>engineering</b> [1] 30/13 <b>enhance</b> [2] 31/13 142/19 <b>enhancement</b> [2] 28/2 28/22 <b>enjoy</b> [2] 21/15 21/16 <b>enjoyment</b> [1] 21/12 <b>enormous</b> [1] 30/17 <b>enough</b> [3] 79/1 112/15 112/18 <b>ensure</b> [7] 13/20 41/22 57/14 59/9 59/23 105/22 135/17 <b>enter</b> [1] 39/15 <b>entered</b> [3] 39/18 49/24 49/25 <b>entering</b> [2] 39/6 39/12 <b>entertain</b> [4] 133/10 133/21 136/1 139/22 <b>entire</b> [2] 30/20 35/15 <b>entities</b> [2] 18/8 18/9 <b>entitled</b> [1] 148/9 <b>entity</b> [1] 18/10 <b>entries</b> [3] 39/20 125/24 127/5 <b>entry</b> [3] 91/19 94/19 95/6 <b>envelope</b> [2] 55/16	55/19 <b>environmental</b> [1] 40/13 <b>Eppolito</b> [1] 26/6 <b>equipment</b> [4] 22/16 134/6 134/25 135/17 <b>especially</b> [7] 30/17 73/17 75/13 84/21 94/16 94/20 96/13 <b>essential</b> [1] 76/15 <b>essentially</b> [1] 18/24 <b>establish</b> [1] 41/9 <b>established</b> [1] 14/3 <b>estimate</b> [1] 113/20 <b>estimates</b> [1] 109/22 <b>et</b> [4] 20/1 77/1 84/22 99/3 <b>ETA</b> [1] 124/5 <b>evaluate</b> [1] 115/18 <b>evaluated</b> [1] 28/8 <b>evaluating</b> [4] 111/17 111/22 112/6 114/25 <b>evaluation</b> [4] 28/25 112/4 115/14 115/20 <b>even</b> [13] 6/20 8/12 22/14 32/13 52/6 65/14 66/1 77/2 95/5 101/7 112/3 136/25 138/3 <b>evening</b> [15] 5/2 7/5 13/11 19/7 27/10 31/18 36/13 44/15 49/4 63/14 63/21 66/19 87/2 117/3 118/21 <b>ever</b> [3] 6/8 24/10 25/10 <b>every</b> [10] 6/10 12/1 15/13 18/16 18/17 22/9 23/24 54/7 90/21 91/24 <b>everybody</b> [5] 14/5 21/19 23/3 23/11 147/5 <b>everyone</b> [4] 5/2 8/15 81/5 120/20 <b>everyone's</b> [1] 35/9 <b>everything</b> [15] 22/17 23/12 25/6 39/5 42/22 49/1 50/11 88/14 90/13 90/18 101/16 106/14 120/20 125/4 126/10 <b>ex</b> [1] 120/8 <b>ex-General</b> [1] 120/8 <b>exact</b> [1] 78/9 <b>exactly</b> [1] 102/6 <b>examined</b> [1] 99/5 <b>examining</b> [1] 8/6 <b>example</b> [9] 18/15 44/2 56/6 104/21 109/18 119/8 124/13 125/22 136/19 <b>examples</b> [2] 18/2 124/6 <b>exceed</b> [3] 128/5 128/6 128/9 <b>exceeding</b> [1] 52/7 <b>exceeds</b> [1] 137/12 <b>Excel</b> [1] 39/13 <b>excellent</b> [1] 30/9 <b>except</b> [2] 8/13 127/13 <b>exceptional</b> [1] 83/6 <b>excessive</b> [1] 112/19	<b>exchange</b> [3] 18/7 18/8 77/10 <b>execute</b> [3] 38/10 38/22 90/4 <b>execution</b> [4] 27/23 108/14 108/15 132/13 <b>executive</b> [1] 28/8 <b>exempt</b> [1] 135/11 <b>existing</b> [3] 16/12 28/14 138/2 <b>exists</b> [1] 138/3 <b>exiting</b> [1] 15/24 <b>expanded</b> [1] 6/25 <b>expect</b> [5] 51/18 52/9 59/15 66/25 101/17 <b>expectations</b> [1] 73/13 <b>expected</b> [3] 5/13 73/14 121/7 <b>expecting</b> [1] 88/22 <b>expedite</b> [3] 109/8 109/15 115/7 <b>expenditures</b> [1] 53/7 <b>expense</b> [8] 8/5 47/6 47/21 50/7 50/9 52/12 142/10 142/13 <b>expensed</b> [2] 50/8 142/25 <b>expenses</b> [15] 15/9 46/16 46/21 48/20 49/1 49/9 52/1 52/2 52/7 52/23 53/1 53/13 54/13 58/16 62/22 <b>expensive</b> [1] 131/20 <b>experience</b> [15] 9/7 15/19 17/19 75/8 82/17 86/15 96/24 97/10 97/12 97/16 97/20 98/11 98/14 98/21 104/22 <b>experiencing</b> [1] 105/15 <b>expert</b> [2] 62/5 94/18 <b>expertise</b> [1] 17/22 <b>Expiration</b> [1] 29/25 <b>expiring</b> [1] 15/24 <b>explain</b> [2] 43/10 133/18 <b>explained</b> [1] 125/14 <b>explanatory</b> [1] 52/13 <b>explore</b> [1] 16/2 <b>exploring</b> [1] 15/5 <b>express</b> [3] 27/14 30/15 133/11 <b>expressed</b> [2] 51/17 118/1 <b>expression</b> [1] 77/24 <b>extend</b> [2] 76/14 99/23 <b>extended</b> [2] 20/22 98/18 <b>extensive</b> [2] 16/17 17/19 <b>extent</b> [1] 118/3 <b>external</b> [3] 53/10 55/22 82/25 <b>externally</b> [2] 103/1 106/1 <b>extra</b> [1] 90/15 <b>extraordinary</b> [1] 20/16
----------	--	---	---	---



<b>G</b>	97/11 97/20 98/4 98/5 98/13 99/8 99/19 101/23 102/5 103/9 107/6 107/15 108/1 108/6 110/12 111/1 111/4 112/20 113/24 115/13 115/19 119/1 121/2 121/10 122/25 124/5 124/14 127/18 130/2 130/25 131/1 139/16 142/4 144/6 146/1 146/18 <b>golf [8]</b> 7/22 12/5 19/24 56/19 65/20 66/8 130/14 130/16 <b>gone [4]</b> 47/13 51/10 86/4 126/12 <b>good [36]</b> 5/2 7/5 8/2 10/8 13/11 14/4 19/7 23/14 23/20 27/10 31/18 41/5 42/9 43/2 50/19 51/24 52/3 52/6 80/1 83/2 83/14 83/16 91/11 99/20 101/18 102/24 108/18 112/22 133/9 136/18 136/24 142/14 145/20 146/7 146/13 146/20 <b>goods [2]</b> 41/10 56/21 <b>Gordon [1]</b> 8/22 <b>gosh [1]</b> 80/15 <b>got [21]</b> 6/18 16/14 24/6 36/25 37/16 47/6 50/19 53/21 82/17 85/8 85/11 92/25 96/17 100/12 102/25 105/21 109/25 125/23 126/3 126/19 146/10 <b>gotten [1]</b> 85/2 <b>Gove [2]</b> 87/4 91/5 <b>government [7]</b> 22/2 22/3 22/20 24/17 82/17 83/1 120/3 <b>governmental [2]</b> 98/22 98/22 <b>grade [1]</b> 29/1 <b>grammie [1]</b> 20/20 <b>grand [1]</b> 132/3 <b>grandchild [1]</b> 12/12 <b>grandchildren [2]</b> 20/12 21/9 <b>grandfather [1]</b> 20/10 <b>grandkids [2]</b> 11/24 12/2 <b>grandparent [1]</b> 20/24 <b>grandparents [1]</b> 20/19 <b>granted [1]</b> 18/23 <b>graph [1]</b> 68/20 <b>graphical [1]</b> 54/22 <b>graphics [1]</b> 65/9 <b>graphs [1]</b> 52/13 <b>grateful [1]</b> 14/9 <b>great [11]</b> 11/6 45/1 65/4 65/11 72/7 85/11 90/2 90/8 93/18 98/16 127/19 <b>greatly [2]</b> 6/15 29/3 <b>gridlock [1]</b> 38/9	<b>Griffith [3]</b> 37/12 38/4 87/2 <b>groomer [1]</b> 7/16 <b>grooming [5]</b> 3/16 134/22 135/1 135/6 135/11 <b>ground [1]</b> 101/3 <b>grounds [2]</b> 22/4 22/15 <b>grown [1]</b> 16/19 <b>guarantee [1]</b> 111/1 <b>guess [12]</b> 5/15 10/17 13/10 24/20 31/22 72/15 88/19 98/1 98/25 99/4 99/24 118/22 <b>guessing [1]</b> 75/19 <b>guest [1]</b> 25/25 <b>guests [7]</b> 5/9 12/10 12/18 26/3 65/17 66/5 77/1 <b>Gursky, [1]</b> 20/9 <b>Gursky, 16-year [1]</b> 20/9 <b>gut [2]</b> 25/15 25/16 <b>gut-wrenching [2]</b> 25/15 25/16 <b>guys [13]</b> 7/25 9/16 13/7 19/7 21/21 22/16 26/15 44/25 85/14 93/18 123/20 137/2 146/14	<b>handled [3]</b> 41/22 72/6 73/7 <b>happen [5]</b> 18/25 31/16 73/15 88/22 125/11 <b>happened [6]</b> 10/19 16/7 16/9 84/2 124/23 125/16 <b>happening [3]</b> 51/18 59/24 132/25 <b>happens [2]</b> 133/6 143/7 <b>happy [2]</b> 71/10 135/23 <b>harder [1]</b> 112/13 <b>harm [3]</b> 107/22 108/3 108/20 <b>Harris [2]</b> 140/19 142/17 <b>Harry [1]</b> 27/11 <b>has [57]</b> 6/16 8/7 8/9 8/10 11/2 11/3 11/8 16/19 18/5 23/9 24/10 24/12 24/14 30/18 32/4 32/10 35/23 36/5 40/10 47/13 49/1 53/16 55/9 56/12 59/23 63/24 65/13 70/4 71/3 71/9 74/1 74/14 74/20 75/14 76/18 82/7 82/8 82/10 84/2 85/2 88/6 92/11 92/11 96/14 97/16 98/11 101/2 108/14 113/13 120/2 123/11 132/23 135/6 135/7 142/7 142/8 142/16 <b>hasn't [2]</b> 24/23 127/2 <b>hate [1]</b> 106/4 <b>have [267]</b> <b>haven't [6]</b> 13/16 37/16 38/1 105/19 113/9 146/6 <b>having [20]</b> 17/23 32/6 37/25 39/1 41/6 41/8 44/2 44/3 58/15 59/8 78/9 79/12 80/2 80/23 82/24 82/25 84/22 91/19 102/9 112/11 <b>he [10]</b> 24/18 35/18 55/2 56/7 76/10 87/12 124/1 124/16 124/17 125/16 <b>he's [2]</b> 90/3 124/21 <b>head [2]</b> 10/4 32/5 <b>headers [1]</b> 65/25 <b>heading [4]</b> 65/13 65/16 66/2 117/14 <b>headings [1]</b> 65/20 <b>heads [3]</b> 16/15 60/13 117/18 <b>heads-up [1]</b> 117/18 <b>healthy [1]</b> 32/8 <b>hear [6]</b> 20/3 38/3 40/5 49/14 82/19 136/25 <b>heard [19]</b> 6/9 10/22 16/5 21/25 22/13 24/8 26/19 26/22 27/2 30/23 30/25 53/23 75/18 87/6 92/3 99/15 106/7 113/9 113/18 <b>hearing [12]</b> 1/9 5/20	8/14 11/18 69/24 71/3 71/12 71/14 80/24 97/14 101/12 144/12 <b>HEIDI [1]</b> 2/13 <b>Held [1]</b> 1/13 <b>Hello [2]</b> 10/15 21/19 <b>help [29]</b> 7/19 25/13 30/7 32/21 39/14 40/1 93/10 94/11 94/21 95/1 95/5 95/6 95/11 96/18 99/1 100/23 101/8 102/18 103/17 106/16 107/11 108/13 108/14 108/16 110/12 110/19 112/6 113/1 122/12 <b>helped [1]</b> 79/10 <b>helpful [15]</b> 48/8 49/14 49/21 50/18 84/18 84/20 91/11 98/10 102/8 102/12 107/17 113/16 116/8 133/1 136/22 <b>helping [2]</b> 23/17 100/2 <b>helps [2]</b> 75/22 96/6 <b>her [12]</b> 11/12 12/13 27/7 30/23 30/24 38/21 72/4 75/4 79/19 79/22 79/23 121/19 <b>here [50]</b> 4/16 4/18 4/20 4/22 5/9 6/2 8/24 10/17 12/6 12/11 12/23 14/16 17/2 18/21 19/9 19/16 20/16 20/20 21/4 21/7 21/15 24/2 25/21 26/16 27/13 30/2 32/7 33/19 36/20 49/21 52/1 66/9 68/4 73/19 76/23 77/22 100/13 101/15 105/22 108/8 108/15 111/3 111/15 117/17 121/13 127/5 129/10 131/4 134/7 139/9 <b>here's [1]</b> 132/2 <b>hereby [1]</b> 148/4 <b>herein [2]</b> 148/9 148/10 <b>Herman [1]</b> 21/20 <b>Herron [1]</b> 30/23 <b>Herron's [1]</b> 7/23 <b>Hershberg [1]</b> 5/10 <b>hesitant [1]</b> 90/11 <b>Hi [2]</b> 26/5 30/1 <b>high [3]</b> 28/12 28/19 102/9 <b>high-level [2]</b> 28/12 28/19 <b>higher [2]</b> 100/22 101/6 <b>higher-level [2]</b> 100/22 101/6 <b>highlight [1]</b> 116/19 <b>highlighted [2]</b> 57/25 70/11 <b>highlighting [1]</b> 51/16 <b>highly [1]</b> 29/15 <b>him [4]</b> 24/23 30/7 104/20 125/15 <b>hinder [2]</b> 101/23 102/11
----------	---	--	--	--

**H**  
**hire** [1] 99/6  
**hired** [1] 17/14  
**hiring** [2] 33/14 34/4  
**his** [2] 82/9 105/12  
**hit** [1] 95/1  
**hits** [1] 75/8  
**hobbies** [1] 21/13  
**hold** [2] 35/11 119/17  
**holders** [3] 5/23 6/18 73/12  
**hole** [3] 8/18 61/15 99/2  
**Homan** [1] 16/7  
**honest** [2] 111/10 122/24  
**hope** [5] 6/12 32/3 34/2 54/17 76/14  
**hopefully** [7] 26/17 33/5 50/15 55/13 63/6 91/7 136/22  
**hoping** [2] 32/25 55/7  
**horrific** [1] 5/13  
**hotel** [3] 13/15 13/23 76/15  
**hotel/motels** [1] 76/15  
**hotels** [2] 13/19 76/9  
**hotels/motels** [1] 76/9  
**hotly** [1] 18/4  
**hour** [6] 37/1 37/17 42/2 42/2 114/9 121/16  
**hours** [6] 39/11 42/3 96/10 96/21 113/7 135/7  
**house** [4] 12/11 48/24 52/5 59/17  
**how** [40] 5/10 6/21 8/8 10/22 10/25 11/15 14/16 19/14 24/5 24/6 24/8 24/11 33/4 41/14 41/15 49/9 56/23 58/11 62/6 66/19 68/20 72/6 72/22 75/1 75/14 75/15 88/21 89/16 95/14 98/24 110/5 114/25 116/15 119/25 133/13 133/16 133/18 135/10 142/12 143/3  
**however** [2] 119/5 142/18  
**HR** [2] 15/16 89/14  
**HUD** [1] 22/10  
**huge** [4] 53/3 83/5 84/5 88/22  
**human** [4] 27/24 85/2 85/4 104/2  
**hundred** [1] 113/24  
**hundreds** [2] 6/10 112/12  
**hunter** [1] 32/6  
**hunting** [1] 10/4  
**hybrid** [2] 109/4 110/24

**I**  
**I'd** [14] 4/5 6/13 9/13 17/9 20/3 21/21 36/7 36/14 60/4 66/23 71/10

75/9 79/2 116/18  
**I'll** [31] 14/8 18/1 19/16 47/15 51/7 51/12 51/18 54/9 69/9 81/14 103/7 106/3 116/21 116/25 117/4 118/10 129/18 130/20 133/4 133/10 133/17 133/21 136/1 136/8 138/15 139/22 140/5 140/23 141/19 141/25 143/14  
**I'm** [78] 4/23 6/13 10/2 10/15 10/21 12/11 14/6 16/24 17/2 17/9 20/7 21/20 21/23 22/2 24/22 25/4 25/4 26/21 26/24 27/11 27/12 31/22 31/25 32/25 35/13 37/18 37/22 39/23 42/3 42/6 43/11 45/24 47/18 47/19 48/9 54/5 55/7 59/5 60/5 62/5 65/22 66/10 66/11 68/9 71/24 72/20 73/16 73/20 75/19 76/11 76/21 77/6 77/14 78/13 84/13 85/23 87/10 93/8 97/13 101/12 102/14 102/24 105/2 106/4 106/5 108/20 115/24 117/8 117/12 117/14 117/14 119/1 119/4 119/7 119/24 129/7 131/4 145/5  
**I've** [27] 8/24 8/25 22/12 25/1 26/6 31/11 33/13 38/5 39/11 45/17 45/18 51/15 52/22 54/1 54/2 54/18 61/2 86/23 87/6 91/25 100/15 105/16 112/13 113/18 119/10 127/6 138/11  
**ice** [2] 31/9 31/9  
**ID** [2] 20/25 21/3  
**idea** [12] 9/4 24/13 24/14 25/3 30/4 41/5 56/22 57/5 96/9 105/24 133/9 145/10  
**ideas** [1] 102/21  
**identified** [11] 32/20 45/14 58/9 58/9 63/22 65/2 83/6 103/25 110/1 113/22 115/8  
**identifies** [2] 63/16 135/13  
**identify** [7] 32/19 58/14 73/22 91/15 92/2 122/12 142/19  
**identifying** [1] 122/1  
**ignored** [4] 14/21 15/21 27/19 58/1  
**imagination** [1] 9/8  
**imagine** [1] 89/14  
**immediate** [2] 85/24 89/19  
**immediately** [1] 87/14  
**impact** [2] 5/19 142/5  
**implement** [3] 114/20 115/22 119/8

**implementation** [3] 89/21 109/21 116/1  
**implemented** [1] 33/9  
**implementing** [1] 116/13  
**implications** [1] 18/13  
**importance** [1] 32/1  
**important** [11] 26/9 36/13 40/18 42/1 45/15 79/4 79/21 82/16 82/21 82/24 135/19  
**importantly** [1] 81/16  
**impression** [1] 72/8  
**improper** [1] 16/11  
**improprieties** [1] 14/23  
**improved** [1] 110/13  
**IMPROVEMENT** [2] 1/3 4/7  
**improvements** [5] 88/22 109/9 109/15 114/20 115/7  
**inaccurate** [1] 123/11  
**inappropriate** [3] 18/1 70/18 71/23  
**inappropriately** [1] 73/9  
**inaudible** [2] 33/8 144/8  
**inch** [3] 137/22 137/23 137/23  
**incident** [1] 6/14  
**INCLINE** [23] 1/2 1/15 3/24 4/6 7/6 8/22 8/24 12/11 13/14 13/15 16/24 21/20 21/23 26/6 27/12 30/2 30/13 30/13 31/19 32/7 33/15 34/1 145/19  
**include** [7] 28/25 29/20 51/4 51/12 70/8 75/25 133/4  
**included** [5] 7/7 8/4 76/7 134/7 135/12  
**includes** [2] 121/25 139/9  
**including** [4] 109/22 116/15 121/6 131/13  
**inclusive** [1] 148/14  
**incorporated** [1] 75/7  
**incorporating** [1] 112/24  
**incorrectly** [1] 67/7  
**increase** [4] 18/22 70/18 96/20 137/23  
**increased** [1] 55/25  
**increases** [2] 23/2 41/15  
**incurred** [1] 46/21  
**indefinitely** [1] 52/10  
**individual** [4] 18/10 63/18 64/25 92/21  
**individually** [1] 64/1  
**individuals** [1] 18/10  
**inflate** [1] 22/23  
**influence** [1] 11/16  
**inform** [1] 146/8  
**informal** [1] 107/5  
**information** [8] 24/23 65/5 65/13 94/1 112/15

121/12 123/11 125/15  
**informed** [3] 34/19 34/20 90/9  
**initial** [7] 3/5 4/25 5/1 17/12 29/7 58/22 132/1 126/24  
**inordinate** [2] 32/10  
**input** [2] 10/25 146/20  
**input's** [1] 5/11  
**inspection** [2] 3/11 69/1  
**install** [2] 15/15 138/22  
**installations** [1] 22/5  
**instituted** [1] 114/15  
**institutional** [2] 30/19 79/22  
**instructs** [1] 8/13  
**instrumental** [1] 79/19  
**insurance** [1] 40/13  
**integration** [2] 91/2 91/3  
**intent** [1] 136/25  
**interest** [7] 51/21 66/14 100/11 106/11 106/12 106/22 108/10  
**interim** [8] 30/4 30/6 32/5 33/1 83/11 86/21 88/25 96/11  
**interject** [1] 128/12  
**intermittent** [1] 41/2  
**internal** [29] 8/7 8/9 8/11 15/6 32/17 56/9 56/13 56/15 57/7 57/12 57/16 58/3 59/8 59/15 61/6 61/8 61/10 61/15 61/16 62/2 72/9 72/10 83/22 88/14 95/10 99/2 109/9 109/16 113/1  
**internally** [1] 61/17  
**interview** [2] 97/8 99/9  
**intimately** [1] 73/24  
**introduced** [1] 110/17  
**investigation** [1] 15/11  
**investigations** [1] 16/17  
**Investment** [2] 135/21 136/18  
**investments** [1] 51/21  
**inviting** [1] 105/17  
**invoice** [3] 58/25 91/24 91/25  
**invoices** [7] 39/13 50/11 56/16 91/20 96/7 144/22 144/22  
**involved** [6] 6/5 15/21 26/18 27/7 73/24 97/25  
**irrelevant** [1] 74/23  
**is** [291]  
**is really** [1] 116/12  
**isn't** [4] 20/1 24/19 88/23 94/17  
**issue** [9] 16/3 40/6 74/25 80/4 88/15 113/6 125/17 126/12 128/14  
**issued** [5] 13/18 63/18 64/14 64/18 68/11  
**issues** [17] 15/6 25/2 32/17 34/15 37/14 56/9 57/25 58/15 78/15 83/7

84/5 84/22 91/3 103/24 107/24 117/25 124/7  
**issuing** [2] 77/9 107/20  
**it** [323]  
**it'** [1] 105/14  
**it'll** [1] 55/13  
**it's** [113] 8/15 8/18 10/3 10/10 11/21 13/11 14/2 16/16 18/21 21/11 22/21 22/22 23/13 23/14 25/14 31/13 34/4 39/1 42/9 42/16 43/7 43/14 43/16 44/10 46/23 47/3 47/7 47/7 48/5 49/15 50/18 51/10 51/24 52/4 52/6 53/15 54/22 56/7 56/14 58/10 58/17 60/23 61/17 61/21 62/13 62/18 64/9 64/10 66/9 67/20 67/22 68/2 68/4 72/13 72/23 73/4 77/8 79/4 80/1 81/20 82/12 82/15 82/23 83/4 86/4 86/11 86/23 94/12 95/5 97/20 98/12 98/15 99/13 101/18 101/23 103/8 105/5 105/10 105/23 106/6 106/12 106/13 106/15 108/10 111/8 112/12 112/13 112/19 113/14 113/24 114/18 114/20 114/21 120/13 123/2 124/5 125/13 127/4 128/12 132/4 132/5 132/23 133/14 139/18 141/4 141/5 141/9 141/10 142/6 142/23 143/8 145/25 146/13  
**item** [77] 4/9 4/13 4/24 19/10 19/11 19/15 31/9 34/12 34/13 36/1 36/5 36/7 36/25 37/4 37/25 38/15 38/23 42/4 43/7 45/3 46/11 46/12 46/13 46/22 48/13 48/14 48/15 50/7 50/25 51/1 63/8 63/9 63/13 68/23 68/24 69/18 69/25 77/19 81/21 86/16 91/24 102/1 103/6 103/8 103/15 112/8 118/19 120/18 121/2 125/11 127/16 127/25 128/1 128/14 128/17 128/18 128/23 130/10 130/19 132/15 134/20 135/20 136/3 137/4 137/15 137/25 139/2 139/5 140/14 143/13 143/22 143/23 144/4 144/4 144/17 145/12 145/13  
**item A** [1] 4/9  
**Item B** [1] 4/13  
**Item E** [1] 45/3  
**item G** [3] 81/21 103/15 121/2



<b>L</b>	117/17 118/5 118/20 119/7 120/9 136/17 144/14	4/7 7/8 10/1 10/6 13/8 17/7 19/6 27/20 33/11 36/2 37/2 37/17 49/9 49/15 61/12 63/14 81/21 89/17 90/2 90/21 91/11 103/18 104/11 106/21 107/16 113/7 119/2 119/4 120/8 121/1 121/18 128/14 135/21 144/5 144/7 144/10 145/20 147/6 148/7	126/20 127/5 127/6 139/15 <b>millions</b> [2] 9/11 10/11 <b>mind</b> [1] 52/4 <b>mindful</b> [1] 78/22 <b>Minnesota</b> [1] 21/10 <b>minor</b> [1] 77/7 <b>minute</b> [4] 13/4 81/18 104/10 131/4 <b>minutes</b> [3] 7/7 13/2 29/25 <b>mirror</b> [1] 33/25 <b>mirrors</b> [1] 104/17 <b>misconceptions</b> [1] 105/7 <b>miss</b> [1] 76/1 <b>missed</b> [4] 28/1 75/2 75/4 144/21 <b>missing</b> [7] 23/25 53/19 62/11 107/4 125/12 126/17 127/12 <b>misstated</b> [1] 122/18 <b>mistakes</b> [2] 146/6 146/16 <b>misunderstood</b> [1] 123/10 <b>mix</b> [1] 79/24 <b>modification</b> [2] 44/9 130/19 <b>modifications</b> [5] 7/14 71/19 76/22 100/14 117/22 <b>modified</b> [2] 105/13 134/12 <b>modify</b> [1] 142/18 <b>module</b> [2] 49/24 92/5 <b>moment</b> [12] 42/19 49/12 55/13 83/5 83/7 83/21 86/22 86/23 93/18 105/16 107/25 145/6 <b>moments</b> [1] 93/6 <b>money</b> [11] 23/25 24/6 30/17 32/11 47/13 55/24 56/3 60/18 60/22 84/8 126/23 <b>month</b> [16] 8/1 23/24 38/24 42/19 54/7 62/13 62/18 62/22 62/24 63/3 67/5 83/15 91/8 126/6 144/24 144/25 <b>month-end</b> [1] 126/6 <b>monthly</b> [3] 51/5 51/10 60/1 <b>months</b> [12] 30/23 33/24 53/17 82/15 83/18 84/2 84/21 99/7 99/8 99/12 99/19 146/15 <b>monumental</b> [1] 9/20 <b>moral</b> [1] 108/24 <b>more</b> [40] 6/2 8/8 14/12 18/7 18/9 37/18 48/3 53/17 53/18 71/10 73/5 74/2 75/23 77/2 77/5 78/25 80/16 81/15 84/3 84/3 84/4 84/5 87/6 90/5 92/24 94/19 96/10 106/4 108/16 108/24	109/14 109/23 110/8 110/13 110/22 112/10 112/13 137/1 138/24 141/7 <b>more hours</b> [1] 96/10 <b>morning</b> [1] 117/12 <b>Moss</b> [2] 14/22 16/18 <b>most</b> [14] 10/2 15/1 18/4 19/15 34/3 45/15 55/17 60/10 60/16 76/22 82/20 83/19 83/20 121/8 <b>most-hotly</b> [1] 18/4 <b>motel</b> [1] 13/23 <b>motels</b> [3] 13/19 76/9 76/15 <b>motion</b> [21] 69/4 69/23 81/9 81/13 116/3 116/25 117/22 118/18 129/25 133/10 133/21 133/23 134/4 134/19 136/1 136/15 139/22 140/12 141/18 141/19 143/21 <b>Motion's</b> [17] 69/8 69/10 117/5 117/19 118/9 129/14 129/16 133/25 134/2 134/11 136/4 136/6 139/25 140/3 141/23 142/1 143/11 <b>motivation</b> [1] 71/19 <b>motive</b> [1] 82/20 <b>mountain</b> [1] 21/14 <b>mouthpiece</b> [1] 7/23 <b>move</b> [24] 31/4 36/7 42/5 50/15 54/10 59/13 68/20 69/6 84/20 85/10 90/22 92/25 103/14 107/1 110/19 115/22 116/4 121/2 129/11 130/18 133/22 136/2 139/23 141/14 <b>moved</b> [5] 36/12 36/12 60/23 70/13 88/4 <b>moves</b> [1] 117/1 <b>moving</b> [25] 4/24 34/12 45/2 46/12 48/14 49/23 50/2 51/1 63/9 68/24 69/18 83/25 84/10 92/8 92/12 106/18 106/19 120/18 128/1 130/2 134/20 137/4 140/14 144/17 145/13 <b>Mr</b> [7] 15/12 16/7 17/17 24/19 66/11 76/9 144/23 <b>Mr.</b> [11] 16/7 24/18 54/1 57/22 72/3 76/12 82/8 107/8 124/1 124/11 131/11 <b>Mr. Allen</b> [1] 131/11 <b>Mr. Cripps</b> [1] 82/8 <b>Mr. Homan</b> [1] 16/7 <b>Mr. Magee</b> [5] 24/18 57/22 107/8 124/1 124/11 <b>Mr. Smith</b> [1] 72/3 <b>Mr. Warner's</b> [1] 76/12
<b>lump</b> [1] 50/21	<b>manager's</b> [6] 16/25 88/20 103/23 129/2 133/5 143/7 <b>managers</b> [3] 7/2 59/20 60/25 <b>managing</b> [1] 116/13 <b>maneuver</b> [1] 94/16 <b>Manger</b> [1] 85/22 <b>manner</b> [3] 13/22 78/10 80/6 <b>manual</b> [1] 91/19 <b>many</b> [17] 6/22 8/25 9/15 9/25 14/17 16/15 17/15 24/6 24/8 24/11 29/5 32/16 33/23 59/3 68/20 109/5 110/1 <b>maps</b> [1] 138/4 <b>March</b> [1] 121/23 <b>March of</b> [1] 121/23 <b>margins</b> [1] 57/2 <b>market</b> [2] 106/6 113/13 <b>material</b> [1] 15/6 <b>materiality</b> [2] 122/23 123/3 <b>materials</b> [6] 35/20 36/25 41/17 128/15 128/16 128/19 <b>Matt</b> [2] 12/24 56/5 <b>matters</b> [1] 5/3 <b>MATTHEW</b> [1] 2/5 <b>maximum</b> [2] 92/22 93/20 <b>may</b> [19] 19/1 23/1 27/4 38/6 46/7 56/19 62/25 70/6 74/23 87/5 99/7 99/21 101/13 108/9 111/3 111/4 122/7 128/12 130/20 <b>maybe</b> [20] 5/21 6/20 18/9 18/10 21/23 25/12 55/12 65/8 68/18 83/15 92/1 94/17 94/19 103/18 107/11 110/17 113/18 125/16 133/18 146/5 <b>me</b> [34] 6/12 8/6 9/18 10/11 11/4 11/15 17/5 25/20 47/20 53/21 55/1 56/8 75/22 76/17 76/19 77/4 82/19 83/20 91/18 93/24 96/5 97/3 105/4 109/11 109/21 109/22 113/16 115/12 116/17 116/20 131/4 131/5 146/11 146/20 <b>mean</b> [10] 40/7 41/6 55/21 97/18 111/24 112/9 112/24 122/17 124/12 127/9 <b>meaningful</b> [1] 112/7 <b>means</b> [1] 8/10 <b>mechanisms</b> [1] 78/12 <b>meet</b> [6] 17/5 90/7 96/9 102/20 116/15 120/13 <b>meeting</b> [41] 1/10 4/6	<b>meetings</b> [5] 89/13 90/5 103/4 106/18 111/3 <b>member</b> [11] 2/8 11/3 15/18 16/24 20/24 63/24 72/16 82/3 97/19 128/11 130/7 <b>members</b> [11] 2/3 13/12 15/4 15/23 16/8 42/2 45/19 58/17 77/21 77/23 126/19 <b>members'</b> [1] 15/24 <b>memo</b> [5] 42/10 104/6 123/8 136/3 139/24 <b>memorandums</b> [3] 14/20 146/4 146/15 <b>memories</b> [2] 20/16 21/15 <b>memos</b> [6] 14/21 14/24 16/3 16/4 16/6 16/8 <b>mention</b> [3] 14/3 28/3 95/3 <b>mentioned</b> [2] 61/7 90/21 <b>merry</b> [1] 146/21 <b>mess</b> [2] 16/19 24/15 <b>messages</b> [1] 63/7 <b>met</b> [3] 26/14 87/2 90/25 <b>methodology</b> [1] 29/1 <b>metric</b> [1] 29/21 <b>metrics</b> [2] 29/3 29/20 <b>Meyer</b> [1] 8/22 <b>Mia</b> [2] 46/6 117/12 <b>mic</b> [1] 13/4 <b>MICHAELA</b> [2] 2/6 11/5 <b>Michelle</b> [1] 31/19 <b>mics</b> [2] 12/25 13/11 <b>mid</b> [1] 38/6 <b>mid-May</b> [1] 38/6 <b>middle</b> [1] 117/14 <b>might</b> [12] 41/23 59/11 79/14 82/18 87/24 99/7 100/13 110/17 110/19 124/13 133/19 146/7 <b>migration</b> [1] 32/15 <b>Mike</b> [3] 87/4 91/5 136/22 <b>military</b> [3] 22/5 22/8 22/9 <b>mill</b> [3] 3/12 69/2 137/22 <b>Miller</b> [1] 30/12 <b>million</b> [17] 15/8 15/17 17/21 28/9 51/15 52/8 61/8 61/14 62/2 62/23 124/22 125/13 126/18		

**M**  
**Mr. Wright [1]** 54/1  
**Mrs. [1]** 73/25  
**Mrs. Becker [1]** 73/25  
**Ms [2]** 79/18 92/17  
**Ms. [3]** 80/11 130/8 132/10  
**Ms. Becker [1]** 80/11  
**Ms. Nelson [2]** 130/8 132/10  
**much [18]** 5/10 6/21 19/14 21/18 27/8 30/11 30/19 51/20 52/13 67/9 68/22 78/25 79/9 114/25 115/13 115/25 119/2 146/23  
**mud [1]** 102/2  
**multi [2]** 28/9 29/6  
**multi-million-dollar [1]** 28/9  
**multi-year [1]** 29/6  
**multifamily [1]** 67/21  
**multiple [5]** 28/17 67/20 67/22 80/13 123/11  
**Munis [11]** 32/15 86/14 86/15 86/17 90/25 94/22 95/2 96/25 97/10 97/12 98/1  
**must [4]** 5/15 16/20 72/24 72/24  
**my [77]** 9/24 10/17 10/25 11/2 11/4 11/7 11/8 12/11 12/12 12/16 13/12 13/13 17/21 19/6 19/23 20/13 21/19 26/5 27/14 30/15 34/25 35/3 37/6 37/22 38/4 39/3 40/15 45/21 46/1 50/20 51/7 52/21 52/24 58/8 59/25 60/4 60/5 62/3 62/8 66/1 66/3 66/7 71/21 72/2 72/15 74/19 76/2 79/25 80/4 81/4 88/8 92/20 93/17 95/18 100/16 104/6 105/2 105/2 106/18 108/14 110/15 116/19 117/10 118/1 118/25 119/12 123/9 125/9 126/15 128/13 129/9 133/12 138/8 138/13 142/4 146/12 148/12  
**myself [2]** 9/15 131/23

**N**  
**name [7]** 13/12 21/14 21/19 26/5 38/4 72/4 75/5  
**named [1]** 128/16  
**names [1]** 78/1  
**narrow [1]** 107/11  
**NASA [1]** 28/7  
**Navazio [1]** 15/12  
**nearby [1]** 90/10  
**necessarily [6]** 20/1 95/19 97/15 100/25 105/14 105/24

**necessary [3]** 24/23 33/3 107/1  
**need [79]** 6/15 12/24 20/11 23/8 25/22 26/16 29/4 32/5 37/13 39/4 39/21 42/2 43/20 48/25 56/1 56/2 57/3 58/3 61/3 62/6 73/3 76/7 78/22 80/4 80/19 81/9 81/12 82/13 83/8 83/17 83/20 84/9 84/16 86/10 86/13 86/15 86/20 88/9 88/9 88/17 88/18 88/19 88/24 89/7 89/16 89/18 89/20 90/13 91/1 91/9 91/15 92/3 92/14 92/15 92/16 92/18 94/10 94/11 94/18 95/20 97/9 102/5 102/10 102/15 102/18 103/12 109/5 109/13 110/8 111/9 111/12 112/9 116/1 120/11 120/12 120/13 142/18 142/19 144/11  
**needed [6]** 5/7 5/11 16/17 28/24 114/13 126/5  
**needing [1]** 90/4  
**needs [16]** 27/18 31/15 32/19 33/16 39/7 43/8 48/2 59/2 75/11 75/24 86/10 88/10 110/22 114/15 114/23 142/25  
**negotiated [1]** 18/4  
**negotiation [1]** 17/16  
**neighbors [1]** 14/10  
**Nelson [6]** 17/17 92/4 130/8 130/24 132/10 133/24  
**nervous [1]** 76/17  
**net [2]** 85/13 115/5  
**Nevada [6]** 1/15 4/1 8/23 64/12 148/1 148/15  
**never [9]** 15/1 23/13 24/7 30/24 125/9 126/1 126/13 127/12 146/4  
**new [22]** 5/12 6/12 6/25 7/16 15/15 30/8 31/3 36/25 49/19 70/11 90/12 100/12 104/13 113/8 118/5 121/24 124/9 131/7 131/10 131/10 131/13 138/24  
**news [1]** 8/2  
**next [26]** 14/19 29/24 31/4 31/16 32/13 32/14 33/19 35/14 37/2 38/23 51/13 65/7 65/11 68/18 74/21 84/21 91/8 96/9 99/18 102/20 121/1 130/2 143/22 144/6 144/10 144/15  
**next year [2]** 31/4 33/19  
**nice [5]** 13/11 35/19 54/15 54/16 89/18  
**night [3]** 19/8 23/20 93/20

**nilly [1]** 26/11  
**no [53]** 5/25 7/21 7/21 8/9 9/16 12/16 13/20 19/3 21/23 24/13 25/3 30/22 32/5 41/7 45/11 51/15 51/23 52/19 53/11 53/12 54/20 55/20 56/22 57/5 58/25 65/17 65/20 66/4 66/8 67/1 68/3 68/5 73/5 80/12 81/12 83/12 88/6 91/20 91/21 108/1 114/5 117/19 118/10 118/16 118/17 121/9 121/12 123/4 123/13 127/17 127/19 131/17 145/10  
**no-cause [1]** 30/22  
**NOBLE [6]** 2/8 4/14 27/25 28/6 103/3 105/11  
**Noble's [1]** 110/16  
**nobody [2]** 24/10 90/9  
**Nobody's [1]** 108/5  
**Nolet [2]** 16/7 30/5  
**non [2]** 18/12 78/11  
**non-lawyer [1]** 18/12  
**non-residents [1]** 78/11  
**none [4]** 129/18 136/8 144/12 145/17  
**Nope [1]** 139/20  
**normal [2]** 38/10 55/17  
**normally [4]** 78/16 89/20 113/19 117/13  
**Northwood [1]** 137/25  
**not [156]**  
**note [4]** 31/8 135/4 135/16 135/19  
**noted [1]** 105/1  
**notes [2]** 148/8 148/13  
**nothing [6]** 16/1 16/6 16/8 19/22 30/24 109/3  
**notice [3]** 46/2 99/9 119/4  
**noticed [3]** 5/17 14/17 57/7  
**notified [2]** 35/15 35/15  
**November [1]** 70/3  
**now [33]** 5/17 6/7 11/2 11/9 12/21 15/21 18/5 20/1 24/19 25/18 31/16 32/4 33/16 39/5 53/24 61/16 62/1 77/23 81/3 81/21 82/8 90/14 90/17 94/7 102/17 102/18 103/4 119/19 120/19 122/11 123/1 131/12 140/14  
**NRS [6]** 8/13 62/3 82/18 98/21 108/11 128/8  
**number [26]** 1/25 7/6 18/22 32/8 48/2 51/23 63/16 65/1 67/14 68/3 68/7 68/8 104/21 109/19 114/18 116/11 116/21 119/5 119/13

119/13 121/22 130/19 132/11 132/16 137/9 137/25  
**number 1 [4]** 67/14 104/21 121/22 137/9  
**number 10 [1]** 119/13  
**number 12 [1]** 137/25  
**number 2 [2]** 130/19 132/11  
**number 3 [1]** 132/16  
**number 4 [1]** 114/18  
**number 7 [1]** 119/5  
**number the [1]** 116/21  
**numbered [1]** 114/18  
**numbers [15]** 22/23 47/19 47/20 48/7 48/25 49/5 52/20 54/6 54/11 56/25 60/21 61/3 62/11 63/22 94/16  
**numerous [2]** 22/6 29/14  
**nutshell [1]** 109/11  
**NV [1]** 52/16

**O**  
**o'clock [1]** 81/17  
**o0o [2]** 2/15 4/2  
**objections [2]** 83/12 106/18  
**objective [1]** 73/23  
**observation [2]** 121/6 121/22  
**observations [3]** 107/9 121/7 121/18  
**obtain [1]** 12/9  
**obviously [6]** 24/15 58/19 62/12 82/14 97/16 104/22  
**occasions [1]** 57/19  
**occupants [2]** 13/23 76/9  
**occur [1]** 126/5  
**occurred [1]** 115/15  
**October [4]** 11/18 69/24 71/13 81/1  
**October 9 [1]** 69/24  
**October 9th [1]** 71/13  
**October is [1]** 81/1  
**off [11]** 6/19 9/22 12/16 15/8 17/4 42/1 58/5 58/24 85/14 119/1 119/24  
**offer [8]** 76/14 83/2 83/14 109/8 113/1 113/13 113/15 121/15  
**office [1]** 117/8  
**officer [1]** 17/20  
**often [2]** 98/7 111/24  
**oh [5]** 77/7 80/14 121/10 127/5 144/20  
**okay [31]** 9/12 10/5 21/23 34/22 36/9 36/16 36/24 43/3 43/13 43/15 44/16 44/25 48/6 48/10 62/19 68/16 74/14 74/18 81/5 98/15 103/14 110/7 118/9 120/17 123/19 127/19 131/3 133/7 141/12

144/9 145/8  
**oldest [1]** 11/24  
**Olin [1]** 128/6  
**Ollie [1]** 13/12  
**omit [1]** 132/15  
**onboard [1]** 121/24  
**once [6]** 23/24 66/15 67/4 85/20 95/1 123/21  
**one [59]** 5/9 5/21 5/24 6/2 7/21 11/3 12/1 12/1 16/6 18/4 21/9 26/15 28/10 29/7 30/4 35/14 37/14 39/6 43/6 46/1 49/15 54/15 56/8 59/14 62/16 64/16 67/24 68/11 68/12 68/21 70/15 70/23 72/14 72/16 76/8 86/8 91/16 91/18 92/23 92/24 93/19 96/1 96/13 97/22 100/18 103/7 106/4 113/8 113/9 113/15 115/11 120/18 124/2 124/6 130/14 131/11 131/11 132/17 137/17  
**one of [1]** 70/23  
**one year [1]** 29/7  
**one-day [2]** 6/2 92/23  
**ones [4]** 10/8 76/6 103/17 122/9  
**online [1]** 85/5  
**only [18]** 8/19 11/3 19/19 36/18 39/15 52/6 61/21 62/24 64/8 83/2 86/18 92/20 94/25 95/16 99/1 105/24 124/3 137/17  
**open [13]** 23/4 27/21 45/20 45/24 79/6 79/16 80/14 85/1 97/4 99/18 105/3 113/12 128/13  
**opening [1]** 71/11  
**operated [1]** 135/6  
**operating [2]** 122/1 135/7  
**operating hours [1]** 135/7  
**operations [5]** 22/7 96/12 96/16 104/23 119/17  
**opportunities [1]** 106/15  
**opportunity [7]** 11/22 17/5 41/19 84/20 96/20 100/1 108/18  
**opposed [2]** 118/15 120/17  
**opposite [1]** 25/18  
**option [3]** 30/9 41/3 101/18  
**options [1]** 29/9  
**order [11]** 4/7 38/10 39/2 39/17 59/9 103/11 132/1 137/9 137/17 137/17 145/24  
**orders [7]** 38/22 40/8 41/7 50/12 128/15 128/19 129/6  
**ordinance [32]** 3/13

<p><b>O</b>  <b>ordinance...</b> [31] 5/5  5/6 7/14 10/23 10/25  11/17 13/18 14/12 17/3  17/11 17/12 25/20 26/8  26/13 36/19 66/2 66/7  69/20 69/23 70/2 70/3  70/5 71/20 74/16 77/2  77/4 78/6 78/19 79/1  79/6 79/17  <b>ordnance</b> [3] 5/16 71/2  71/6  <b>organization</b> [2] 57/21  115/11  <b>organizational</b> [2]  57/14 114/14  <b>original</b> [4] 28/11  42/10 68/12 142/15  <b>originally</b> [2] 46/2  139/15  <b>other</b> [60] 5/9 9/25  10/24 12/8 12/17 14/17  15/24 19/5 23/18 23/19  25/13 27/6 30/9 32/19  35/4 35/10 35/12 35/23  41/12 43/6 46/10 47/1  48/12 50/24 52/9 52/22  54/23 59/3 60/23 67/11  68/12 70/17 73/24 75/3  75/17 76/8 79/18 80/7  80/10 81/2 94/12 95/7  95/9 97/12 98/12 99/15  99/17 101/25 106/5  118/7 120/15 120/15  123/25 124/1 134/6  139/16 139/21 143/12  144/9 145/4  <b>otherwise</b> [5] 8/19  45/24 68/21 132/2  143/4  <b>our</b> [101] 5/13 6/12  7/12 8/5 8/10 8/11 9/4  9/5 9/7 9/7 10/23 11/14  11/24 12/1 13/8 14/13  18/20 19/14 19/18 20/4  20/11 20/15 20/25  24/15 24/21 25/9 29/22  31/6 32/21 32/23 33/5  34/9 35/17 37/13 38/18  39/23 46/16 51/10  51/14 55/2 55/3 58/23  61/18 64/3 70/17 70/17  70/23 71/7 72/9 72/16  76/12 78/3 78/22 81/7  81/21 85/2 85/21 86/16  87/3 88/17 89/8 89/15  89/15 89/19 90/8 90/14  90/22 90/25 91/8 91/23  93/25 94/13 95/12 96/1  96/12 96/19 97/1 97/21  98/24 99/16 99/22  100/3 100/8 100/25  103/16 104/11 105/21  106/8 108/23 109/9  109/9 109/16 111/2  113/22 114/22 117/16  122/20 124/10 126/13  138/3 144/13</p>	<p><b>ourselves</b> [1] 107/25  <b>out</b> [112] 7/2 8/17  10/21 11/4 11/16 19/17  19/23 20/22 21/6 21/7  22/1 22/6 23/4 23/6  23/15 24/6 24/8 24/9  24/12 25/6 26/20 32/1  33/4 33/6 33/8 34/12  35/17 35/21 38/7 39/2  39/7 42/20 46/12 47/20  48/5 48/14 50/16 50/25  56/3 59/6 60/14 62/1  62/2 62/15 63/3 63/8  64/5 64/7 66/14 68/23  70/22 76/19 85/22 86/3  86/4 88/13 88/21 92/6  94/1 94/3 95/9 95/19  97/5 98/19 99/2 99/20  99/25 100/7 100/20  100/21 101/13 102/10  102/19 103/7 106/5  106/7 106/16 108/4  108/4 108/19 108/19  111/7 112/3 113/1  113/14 117/8 117/14  117/24 118/3 118/19  119/1 119/13 122/11  122/20 123/9 123/17  123/21 124/14 125/6  125/8 127/9 127/25  129/10 130/1 138/25  144/11 144/16 145/8  145/12 146/5 146/14  147/2  <b>outliers</b> [1] 75/16  <b>outlining</b> [1] 102/6  <b>outside</b> [3] 15/4 79/11  81/15  <b>outsource</b> [6] 9/4 9/6  10/12 59/16 106/13  108/12  <b>outsourcing</b> [1] 10/3  <b>over</b> [43] 5/7 9/1 11/17  12/6 14/19 15/8 15/17  16/2 16/4 21/22 26/14  29/24 30/18 33/23 37/4  37/7 39/11 45/13 46/20  47/9 47/15 51/10 52/15  53/17 56/2 61/14 62/2  70/25 97/12 97/15  98/11 101/8 122/5  126/20 140/23 142/7  142/9 142/12 143/4  146/6 146/10 146/12  146/15  <b>overall</b> [2] 51/12 54/16  <b>overdue</b> [1] 82/13  <b>overlay</b> [3] 3/12 69/2  137/22  <b>overnight</b> [1] 146/12  <b>overshot</b> [3] 51/10  51/14 52/2  <b>oversight</b> [1] 77/12  <b>overspent</b> [1] 60/8  <b>owe</b> [1] 42/17  <b>own</b> [4] 25/23 115/14  115/19 146/21  <b>owned</b> [2] 25/21 64/11  <b>owner</b> [1] 20/10</p>	<p><b>owners</b> [2] 13/14 64/15  121/25 138/17  <b>part-time</b> [1] 20/10  <b>partially</b> [1] 56/15  <b>participants</b> [3] 70/19  70/19 70/20  <b>participate</b> [2] 11/22  22/21  <b>participating</b> [1] 22/12  <b>particular</b> [3] 53/1  113/16 121/21  <b>particularly</b> [5] 53/8  77/6 77/16 82/18 91/22  <b>parties</b> [1] 13/25  <b>partners</b> [1] 99/16  <b>pass</b> [14] 3/9 5/23 6/18  12/8 25/22 63/10 63/12  63/15 64/16 73/12  78/13 112/2 117/23  127/24  <b>passed</b> [4] 5/25 18/18  18/19 18/21  <b>passes</b> [23] 18/16  18/16 18/22 19/4 20/24  27/1 27/2 63/17 64/14  64/17 64/18 64/19 67/5  69/17 77/10 78/10  78/17 118/18 129/25  134/19 136/15 140/12  143/21  <b>passionate</b> [1] 20/10  <b>past</b> [6] 33/24 38/11  56/8 79/8 79/10 89/4  <b>path</b> [4] 9/11 9/14  10/10 100/11  <b>pavement</b> [2] 137/21  138/25  <b>pay</b> [11] 12/18 20/6  26/1 30/21 37/13 38/7  38/8 64/8 64/10 80/15  144/24  <b>payable</b> [4] 39/10  51/22 54/14 89/8  <b>paying</b> [3] 43/21 43/22  138/12  <b>payment</b> [1] 139/12  <b>payments</b> [2] 52/16  56/10  <b>payroll</b> [5] 15/16 51/10  51/14 54/14 61/1  <b>Peak</b> [1] 6/11  <b>penalizing</b> [1] 5/23  <b>penalty</b> [1] 5/25  <b>people</b> [35] 6/1 8/12  9/15 10/24 11/16 11/20  19/3 22/23 25/3 25/13  26/16 26/19 26/25 29/5  34/19 35/20 36/19  42/16 57/9 66/16 73/24  77/25 78/1 78/11 82/18  92/18 94/19 105/8  105/18 105/25 106/14  111/1 112/10 113/14  146/8  <b>per</b> [6] 18/16 19/12  19/23 27/1 64/1 66/7  <b>percent</b> [5] 22/25  29/22 62/17 137/12  138/7  <b>percentage</b> [2] 6/19</p>	<p>56/22  <b>perfect</b> [3] 123/24  124/13 141/17  <b>perform</b> [2] 29/9 30/6  <b>performance</b> [3] 29/8  32/14 51/6  <b>perhaps</b> [9] 49/20  55/16 57/9 58/12 59/12  68/19 93/21 94/13  100/10  <b>period</b> [11] 9/18 15/10  29/8 42/19 83/15 98/18  99/23 100/3 108/2  125/5 146/12  <b>person</b> [9] 6/2 11/16  17/10 21/2 25/4 25/5  33/7 89/8 101/7  <b>personal</b> [2] 21/3  115/14  <b>personally</b> [1] 39/11  <b>personnel</b> [1] 33/23  <b>personnel over</b> [1]  33/23  <b>perspective</b> [5] 58/8  66/24 72/15 81/4  100/19  <b>pestering</b> [1] 54/2  <b>phase</b> [1] 91/16  <b>phenomenal</b> [1]  104/19  <b>phrase</b> [1] 141/15  <b>physical</b> [1] 76/6  <b>pick</b> [1] 23/9  <b>picking</b> [1] 89/25  <b>picture</b> [18] 3/9 5/23  6/18 12/5 12/8 12/8  12/9 20/24 51/12 63/10  63/11 63/15 63/17  64/14 64/18 64/19  73/12 134/7  <b>piled</b> [1] 16/5  <b>Pilot</b> [1] 128/8  <b>PistenBully</b> [3] 3/16  134/22 135/1  <b>place</b> [11] 8/20 37/19  40/4 49/19 57/13 58/22  78/15 82/14 83/23  100/13 100/17  <b>placed</b> [1] 81/2  <b>places</b> [2] 19/19  131/20  <b>plan</b> [13] 15/20 32/14  90/4 91/14 93/11  100/13 109/21 109/25  111/10 115/1 128/22  142/23 142/24  <b>planning</b> [1] 92/12  <b>plans</b> [3] 20/4 31/12  110/4  <b>pleading</b> [1] 39/23  <b>please</b> [7] 5/6 11/15  12/22 43/12 45/22  85/18 136/9  <b>PLEDGE</b> [4] 3/3 4/9  4/10 4/11  <b>plus</b> [1] 61/8  <b>point</b> [17] 73/10 90/11  92/11 93/13 104/21  109/10 109/16 109/18</p>
---	---	--	---



<b>P</b>	<b>pretend [1]</b> 23/23 <b>pretty [5]</b> 40/8 51/9 52/13 112/21 117/12 <b>previous [5]</b> 29/13 49/25 60/6 84/6 105/8 <b>price [13]</b> 6/19 43/16 43/19 43/23 108/23 131/25 138/12 138/13 138/17 138/20 138/21 141/3 141/21 <b>prices [1]</b> 133/8 <b>pricing [6]</b> 5/4 5/11 38/13 113/20 113/21 128/7 <b>primary [1]</b> 76/22 <b>printing [1]</b> 39/2 <b>printout [1]</b> 24/7 <b>prior [5]</b> 15/10 40/15 61/12 71/20 136/20 <b>prioritize [1]</b> 103/17 <b>prioritizing [1]</b> 90/1 <b>priority [5]</b> 28/21 29/16 55/14 59/3 86/2 <b>privacy [1]</b> 63/21 <b>privileges [2]</b> 78/7 80/8 <b>privy [1]</b> 76/11 <b>probably [14]</b> 6/9 25/14 48/2 49/4 81/1 82/14 89/13 93/9 103/9 127/2 132/4 133/4 146/14 146/20 <b>problem [16]</b> 7/20 12/4 12/7 12/7 24/13 25/8 25/8 25/9 28/6 73/20 73/21 89/24 107/23 114/5 115/3 133/14 <b>problematic [1]</b> 133/19 <b>problems [3]</b> 7/12 7/16 37/7 <b>procedure [2]</b> 79/12 79/15 <b>procedures [1]</b> 98/25 <b>proceedings [2]</b> 148/8 148/13 <b>process [31]</b> 10/22 12/22 14/5 23/13 37/19 37/25 38/10 39/10 40/23 60/12 60/20 71/3 71/22 72/6 78/4 78/6 78/21 79/20 79/23 82/14 92/9 107/10 111/17 116/8 117/18 119/10 121/25 121/25 124/5 129/1 137/3 <b>processes [1]</b> 49/19 <b>processing [1]</b> 96/6 <b>procurement [20]</b> 3/15 24/3 24/5 24/11 37/6 40/17 40/24 53/22 53/24 53/25 54/3 57/8 57/21 57/24 105/10 128/2 128/7 131/5 131/9 135/10 <b>procurements [2]</b> 40/12 41/2 <b>product [1]</b> 142/17 <b>productive [1]</b> 33/10 <b>profanity [1]</b> 6/11 <b>professional [2]</b> 83/9	111/18 <b>professionally [1]</b> 33/6 <b>profit [2]</b> 22/25 53/12 <b>programs [3]</b> 19/16 19/25 78/14 <b>progress [3]</b> 16/13 124/4 124/11 <b>project [30]</b> 3/12 3/17 43/17 43/17 43/20 43/22 44/5 49/24 50/6 50/6 50/8 50/10 50/13 50/14 50/17 69/2 104/12 117/13 135/5 135/7 137/7 137/10 137/18 141/4 141/7 141/8 141/9 141/16 141/21 142/15 <b>projects [7]</b> 48/21 49/10 49/18 49/23 49/25 50/12 135/13 <b>proper [9]</b> 8/17 32/9 40/4 58/15 58/16 71/8 114/3 127/3 132/7 <b>properly [6]</b> 32/16 41/23 50/20 62/7 92/7 127/8 <b>properties [2]</b> 68/20 76/25 <b>property [5]</b> 19/18 20/15 20/15 67/18 67/23 <b>proposal [8]</b> 27/15 29/2 29/18 91/5 103/21 116/11 116/18 131/6 <b>proposals [3]</b> 11/18 105/18 112/6 <b>proposed [6]</b> 17/2 17/24 70/7 74/2 80/20 116/16 <b>proposition [1]</b> 34/7 <b>protect [1]</b> 41/10 <b>protecting [1]</b> 40/19 <b>protects [2]</b> 7/25 135/18 <b>provide [13]</b> 6/17 14/23 27/21 29/16 69/22 104/22 105/18 109/20 127/3 130/21 132/19 133/1 133/8 <b>provided [6]</b> 14/19 24/23 35/19 45/10 49/14 74/12 <b>provides [1]</b> 58/2 <b>providing [2]</b> 52/8 102/12 <b>provisions [2]</b> 5/23 17/15 <b>public [49]</b> 1/10 3/5 3/18 3/21 4/25 5/1 7/15 7/24 7/25 8/14 11/18 13/9 14/2 24/11 30/20 34/3 34/6 34/6 38/17 46/17 61/7 66/18 69/23 71/3 71/4 71/12 71/12 71/13 73/11 73/12 75/18 80/24 98/24 105/7 111/21 113/22 127/13 130/5 130/7 130/11 134/5 140/15	140/18 144/23 145/14 145/15 146/24 147/2 148/7 <b>public's [1]</b> 73/14 <b>published [1]</b> 104/7 <b>pull [7]</b> 32/3 35/25 48/4 56/3 78/16 112/16 144/11 <b>pulled [10]</b> 16/6 36/6 38/14 38/20 43/8 44/7 44/11 44/14 44/18 62/10 <b>pulling [1]</b> 98/16 <b>punch [24]</b> 3/9 6/16 6/23 12/15 12/19 25/25 63/10 63/12 63/15 63/17 64/14 64/20 64/21 64/21 65/19 66/6 68/1 68/2 68/2 68/4 68/5 68/6 68/9 68/10 <b>punish [1]</b> 6/1 <b>punished [1]</b> 10/24 <b>punt [1]</b> 119/1 <b>puppet [1]</b> 7/22 <b>purchase [18]</b> 3/16 38/10 38/22 39/17 40/8 41/6 50/12 68/15 128/15 128/19 129/6 130/3 130/5 130/10 132/1 132/5 134/25 135/18 <b>purchased [9]</b> 20/15 64/21 65/19 66/6 68/2 68/3 68/10 68/12 91/24 <b>purchases [5]</b> 40/18 54/8 131/5 131/9 131/17 <b>purchasing [3]</b> 40/9 129/1 131/6 <b>purpose [1]</b> 76/22 <b>pursue [1]</b> 100/1 <b>push [4]</b> 119/1 119/13 119/24 144/11 <b>pushing [2]</b> 18/20 54/5 <b>put [18]</b> 23/1 32/4 39/9 40/15 42/1 44/14 46/4 49/2 49/19 57/12 60/4 70/23 79/14 84/8 97/11 114/5 121/17 138/18 <b>putting [3]</b> 65/6 108/3 131/12 <b>puzzled [2]</b> 73/16 80/6	<b>questions [30]</b> 23/19 25/2 37/12 45/24 46/3 46/10 47/16 47/17 48/12 49/7 50/24 54/9 63/5 65/3 67/12 67/13 67/25 71/10 73/18 74/23 95/17 98/23 102/17 122/15 130/20 130/23 132/9 135/25 138/8 139/21 <b>queue [2]</b> 34/10 146/25 <b>quick [4]</b> 19/9 48/19 95/3 115/9 <b>quickly [4]</b> 73/7 76/3 83/9 123/15 <b>quite [13]</b> 14/13 16/16 17/19 20/2 23/16 80/18 88/16 98/7 113/21 114/2 133/16 133/19 143/3 <b>quote [2]</b> 13/21 43/19
			<b>R</b>	
			<b>races [1]</b> 85/15 <b>radar [2]</b> 55/7 124/10 <b>raised [2]</b> 35/3 52/22 <b>raising [1]</b> 25/1 <b>ramifications [1]</b> 37/10 <b>ran [3]</b> 26/20 74/8 95/19 <b>random [1]</b> 58/4 <b>range [8]</b> 3/19 31/12 82/22 86/17 105/19 107/7 144/1 144/16 <b>rapidly [2]</b> 94/2 110/13 <b>rather [8]</b> 7/12 77/1 78/25 86/4 88/11 94/25 100/20 116/21 <b>rattled [1]</b> 93/9 <b>raw [1]</b> 65/25 <b>RAY [2]</b> 2/7 104/18 <b>re [1]</b> 90/1 <b>re-prioritizing [1]</b> 90/1 <b>reach [9]</b> 11/15 35/17 99/25 100/6 100/21 100/21 102/10 102/19 108/19 <b>reached [2]</b> 11/4 76/19 <b>reaching [5]</b> 10/21 95/9 98/19 100/20 101/13 <b>read [4]</b> 21/25 27/16 54/22 66/16 <b>reading [1]</b> 105/8 <b>reads [1]</b> 13/21 <b>ready [6]</b> 25/16 85/3 85/8 85/10 85/13 88/16 <b>real [14]</b> 7/12 7/16 7/16 7/19 25/15 25/15 28/4 41/7 76/3 95/3 114/5 115/9 132/7 133/14 <b>realistic [5]</b> 8/19 41/18 81/1 99/12 99/13 <b>Realistically [1]</b> 99/11 <b>realized [2]</b> 8/8 66/25 <b>really [22]</b> 5/22 9/9 11/7 19/3 22/22 23/2 23/7 23/14 26/9 31/13 34/5 42/8 58/21 67/1	

<b>R</b>	88/7	70/13 120/25 144/5	30/2 30/13 31/19 80/13
<b>really... [8]</b> 83/17 94/10	<b>recruiter [1]</b> 93/25	<b>removing [2]</b> 70/8	<b>reviewing [3]</b> 10/25
108/16 110/25 113/12	<b>recruiting [3]</b> 10/4	139/5	116/17 141/1
116/12 116/14 125/12	84/25 87/13	<b>renewals [1]</b> 63/20	<b>residents [4]</b> 14/17
<b>reason [7]</b> 10/19 36/2	<b>recruitment [9]</b> 3/14	<b>renewed [2]</b> 12/20	25/21 26/2 78/11
52/6 71/18 74/15 95/16	81/23 81/25 83/15 92/9	12/21	<b>resignation [1]</b> 82/9
114/10	94/3 99/22 100/9 108/6	<b>Reno [1]</b> 148/15	<b>resigned [2]</b> 16/9
<b>reasonable [2]</b> 73/4	<b>recuse [1]</b> 33/18	<b>renumbered [1]</b> 119/25	16/15
123/3	<b>redlined [2]</b> 70/12 73/5	<b>repairs [1]</b> 60/14	<b>resolved [1]</b> 121/8
<b>reasons [3]</b> 63/22	<b>reduce [1]</b> 29/3	<b>repeat [3]</b> 26/21 33/13	<b>resource [5]</b> 83/11
70/15 70/23	<b>reduced [4]</b> 53/23 54/5	45/21	83/14 84/19 95/15
<b>reboot [2]</b> 12/24 13/4	54/6 142/21	<b>replaced [1]</b> 130/16	109/21
<b>rec [10]</b> 7/22 19/21	<b>reduction [1]</b> 29/22	<b>replacement [8]</b> 3/17	<b>resources [20]</b> 6/5
47/4 47/8 47/14 67/14	<b>redundancies [1]</b> 70/9	3/18 7/1 135/1 137/6	27/24 33/15 85/2 85/5
67/20 68/14 71/20	<b>reengage [1]</b> 95/21	137/10 140/16 140/19	85/11 86/18 87/4 87/8
77/11	<b>reference [2]</b> 14/15	<b>replaces [1]</b> 135/5	88/4 94/11 95/9 99/1
<b>recall [4]</b> 20/22 26/13	77/3	<b>replacing [2]</b> 130/12	100/2 100/7 102/17
42/10 72/4	<b>referenced [5]</b> 29/14	130/13	104/2 105/16 110/11
<b>receipt [1]</b> 58/24	66/9 76/10 107/8 116/7	<b>replied [1]</b> 11/3	118/5
<b>receive [6]</b> 39/9 45/6	<b>references [1]</b> 128/18	<b>report [56]</b> 3/7 3/9 3/9	<b>respects [1]</b> 106/6
63/11 84/17 87/16	<b>referring [2]</b> 10/16	3/15 5/18 6/14 8/4	<b>respond [1]</b> 112/10
125/7	80/12	27/19 30/25 32/18	<b>respondent [1]</b> 104/23
<b>received [6]</b> 37/3 46/2	<b>refinements [2]</b> 110/22	32/18 38/23 45/5 45/7	<b>responding [3]</b> 107/12
71/4 87/11 125/3	117/2	45/11 45/16 48/4 49/3	107/18 112/15
135/20	<b>reflect [1]</b> 65/21	51/2 51/3 51/4 51/5	<b>response [10]</b> 92/24
<b>receiving [2]</b> 122/7	<b>regard [5]</b> 91/13 93/11	53/23 54/13 56/7 58/9	107/5 107/6 107/14
124/17	116/10 139/2 139/14	58/18 59/4 63/10 63/12	116/19 120/9 123/4
<b>recent [2]</b> 83/18 121/8	<b>regarding [18]</b> 20/5	63/16 63/16 63/23	123/16 127/18 144/8
<b>recent months [1]</b>	36/4 37/12 46/11 63/15	63/25 65/2 65/4 84/4	<b>responses [5]</b> 107/4
83/18	64/24 70/2 70/16 70/20	107/14 109/12 114/11	108/4 108/9 112/12
<b>Recess [2]</b> 13/6 81/19	70/24 71/2 71/6 90/22	115/2 115/8 119/5	121/17
<b>recharges [1]</b> 61/22	91/1 91/2 119/5 119/9	120/1 120/2 121/3	<b>responsibilities [2]</b>
<b>recipe [1]</b> 58/10	121/5	121/6 121/11 124/18	28/13 28/14
<b>recognized [2]</b> 11/3	<b>regards [4]</b> 19/10 76/9	126/17 132/20 133/5	<b>responsibility [6]</b> 32/2
28/6	92/13 121/16	135/5 135/10 135/12	32/23 86/8 88/21
<b>recollection [1]</b> 95/18	<b>regional [1]</b> 99/16	143/7	108/24 108/25
<b>recommend [5]</b> 32/13	<b>register [2]</b> 52/18	<b>reported [4]</b> 1/24 24/10	<b>responsible [1]</b> 111/20
77/18 101/20 119/15	132/19	123/11 124/11	<b>responsibly [1]</b> 33/6
145/25	<b>regrading [1]</b> 31/13	<b>reporting [3]</b> 14/18	<b>responsive [1]</b> 111/20
<b>recommendation [11]</b>	<b>regular [1]</b> 4/6	24/17 57/15	<b>rest [4]</b> 18/19 33/21
15/7 94/7 109/20	<b>regulating [1]</b> 6/7	<b>reports [14]</b> 3/7 16/19	48/10 116/24
115/21 115/22 118/25	<b>regulations [2]</b> 6/23	29/14 32/11 32/12 45/4	<b>restoration [1]</b> 137/21
119/12 129/13 130/19	70/10	98/8 98/23 103/25	<b>restriction [1]</b> 41/8
132/16 139/24	<b>reinforcement [1]</b>	107/3 108/16 109/20	<b>resulting [1]</b> 15/9
<b>recommendations [6]</b>	83/17	115/13 115/15	<b>results [4]</b> 60/3 61/24
14/23 28/12 36/3 70/1	<b>reinstated [1]</b> 139/1	<b>request [18]</b> 17/3 19/1	81/4 116/14
75/6 118/22	<b>reinstatement [1]</b>	27/15 34/25 36/11	<b>resume [2]</b> 13/8 81/21
<b>recommended [4]</b>	138/14	36/25 44/13 45/20 46/7	<b>retired [2]</b> 17/9 28/7
70/11 70/12 74/3	<b>reiterate [4]</b> 31/25 76/3	60/24 86/20 92/20	<b>retrieved [1]</b> 63/24
115/17	85/6 107/19	100/7 102/6 103/21	<b>return [1]</b> 8/18
<b>recommending [1]</b>	<b>related [5]</b> 40/13 69/22	113/8 131/12 141/11	<b>revealed [1]</b> 8/3
11/21	78/15 97/25 115/7	<b>requested [4]</b> 45/12	<b>revenue [5]</b> 8/4 46/15
<b>reconcile [1]</b> 24/12	<b>relates [4]</b> 43/5 57/13	64/24 139/9 139/15	46/20 61/13 108/2
<b>reconciled [5]</b> 122/19	86/13 96/16	<b>Requesting [3]</b> 82/3	<b>revenues [8]</b> 48/23
122/22 124/22 126/4	<b>relationship [1]</b> 14/4	128/11 130/7	52/1 52/3 52/3 55/23
126/10	<b>relative [3]</b> 56/9 98/24	<b>requests [5]</b> 7/18 19/2	56/22 62/21 62/24
<b>reconciliation [2]</b> 24/5	99/2	45/18 45/22 46/1	<b>review [31]</b> 11/24
122/3	<b>relatively [1]</b> 129/7	<b>required [3]</b> 49/16	14/22 20/11 28/10
<b>reconciliations [3]</b>	<b>relief [1]</b> 137/19	111/19 118/23	28/16 28/19 28/22
121/9 121/22 122/17	<b>remainder [1]</b> 122/9	<b>requirement [3]</b> 28/5	37/16 40/21 41/19 42/3
<b>record [3]</b> 14/2 117/2	<b>remained [1]</b> 142/23	97/1 97/7	42/21 45/6 63/11 69/21
142/4	<b>remaining [2]</b> 14/24	<b>requirements [6]</b> 40/13	70/1 80/21 81/24 82/12
<b>recovering [1]</b> 61/18	69/4	57/24 58/5 59/21	92/21 103/20 112/2
<b>recreation [9]</b> 17/6	<b>remember [3]</b> 5/20	100/18 116/11	114/19 121/4 130/4
17/7 19/20 19/21 19/25	105/21 146/10	<b>requisitions [1]</b> 39/7	134/23 134/24 135/20
64/7 64/8 70/17 78/7	<b>remind [3]</b> 17/9 58/4	<b>reserved [1]</b> 19/25	137/8 140/17 144/21
<b>recruit [1]</b> 53/10	96/5	<b>reserves [1]</b> 8/9	<b>reviewed [10]</b> 13/17
<b>recruited [2]</b> 86/22	<b>removed [7]</b> 16/4	<b>resident [10]</b> 8/24	14/24 16/8 17/23 74/9
	34/18 35/23 44/20	16/24 21/20 26/1 27/13	74/11 74/15 74/20
			75/23 129/6
			<b>rules [3]</b> 5/24 6/22

<p><b>R</b>  <b>rules...</b> [1] 11/17  <b>ruling</b> [1] 113/14  <b>run</b> [4] 53/9 55/18 57/107/24  <b>running</b> [1] 125/1  <b>rush</b> [2] 32/1 54/20  <b>rushing</b> [3] 33/2 77/14 126/19</p>	<p><b>SCHMITZ</b> [8] 2/4 4/21 71/17 75/1 112/24 119/22 133/10 140/24  <b>Schmitz'</b> [1] 67/25  <b>school</b> [3] 10/17 10/18 21/6  <b>scientist</b> [1] 28/7  <b>scope</b> [10] 43/17 43/18 43/19 44/5 105/14 107/11 128/20 141/5 141/10 141/22  <b>scoped</b> [1] 29/7  <b>scoring</b> [1] 111/25  <b>screaming</b> [1] 25/4  <b>screw</b> [1] 91/25  <b>screwed</b> [1] 25/9  <b>scrolling</b> [1] 56/7  <b>scum</b> [1] 77/23  <b>search</b> [1] 106/20  <b>season</b> [2] 62/18 90/17  <b>seasons</b> [1] 135/6  <b>second</b> [11] 28/20 64/13 69/9 117/4 129/15 134/1 136/5 140/1 140/2 141/24 141/25  <b>seconded</b> [11] 69/11 117/5 117/19 118/9 129/17 134/3 134/12 136/7 140/4 142/1 143/12  <b>secret</b> [1] 8/11  <b>SECRETARY</b> [1] 2/6  <b>section</b> [3] 13/20 81/10 138/2  <b>see</b> [65] 8/7 10/13 13/11 19/17 20/21 33/25 35/18 36/22 38/15 41/16 47/5 47/13 51/8 51/11 51/13 51/18 51/23 52/1 52/11 52/20 52/22 53/20 54/16 61/9 62/20 63/25 65/1 66/25 68/16 68/22 75/6 79/2 83/11 85/4 85/18 86/7 88/3 89/15 89/18 95/9 95/15 98/25 100/8 100/8 102/21 106/7 106/11 106/15 107/8 107/22 108/3 108/19 108/20 110/9 111/11 117/11 118/2 123/8 125/10 127/18 131/6 131/9 132/7 132/7 142/17  <b>seeing</b> [9] 58/18 94/16 96/9 103/7 108/4 113/13 129/18 136/8 145/17  <b>seeking</b> [1] 82/2  <b>seem</b> [5] 57/9 57/18 105/8 106/14 126/22  <b>seemless</b> [1] 14/7  <b>seems</b> [9] 14/12 30/16 53/19 57/18 57/22 58/16 72/19 72/23 113/2  <b>seen</b> [3] 8/25 61/2 138/11</p>	<p><b>selected</b> [1] 28/18  <b>selection</b> [1] 29/4  <b>self</b> [2] 50/16 52/13  <b>self-contained</b> [1] 50/16  <b>self-explanatory</b> [1] 52/13  <b>sell</b> [1] 78/10  <b>selling</b> [1] 77/10  <b>send</b> [4] 45/22 85/22 116/9 116/20  <b>sending</b> [1] 91/23  <b>senior</b> [4] 83/18 93/6 94/18 101/9  <b>sense</b> [7] 10/11 17/25 77/5 78/25 80/3 89/6 115/24  <b>sensitive</b> [1] 115/25  <b>sent</b> [5] 28/10 130/14 130/14 130/16 146/14  <b>sentence</b> [1] 79/14  <b>sentences</b> [1] 26/16  <b>separate</b> [13] 18/24 76/24 76/24 76/25 77/19 78/5 78/19 78/21 79/2 79/4 79/12 80/2 81/10  <b>separately</b> [1] 131/15  <b>September</b> [5] 36/2 49/5 107/15 144/10 148/16  <b>September 11th</b> [2] 49/5 144/10  <b>SERGIO</b> [4] 2/12 74/9 111/16 141/13  <b>series</b> [1] 29/13  <b>serious</b> [1] 25/8  <b>serve</b> [1] 32/12  <b>service</b> [6] 22/10 47/24 111/19 114/19 137/23 142/20  <b>services</b> [27] 8/7 8/9 8/11 41/10 47/1 47/10 60/11 60/16 61/6 61/8 61/10 61/13 61/15 61/17 62/3 95/21 103/23 105/19 105/22 106/16 108/13 108/22 109/8 111/15 112/25 113/15 116/13  <b>set</b> [5] 5/6 7/2 15/20 50/1 69/23  <b>setting</b> [4] 7/13 80/23 112/5 136/25  <b>seven</b> [1] 73/5  <b>seven days</b> [1] 73/5  <b>several</b> [4] 52/8 53/17 57/20 57/25  <b>several million</b> [1] 52/8  <b>several months</b> [1] 53/17  <b>sewer</b> [6] 3/8 47/7 47/14 48/16 48/17 48/22  <b>shall</b> [3] 27/4 46/7 116/15  <b>share</b> [4] 37/13 90/24 119/6 121/21</p>	<p><b>shared</b> [2] 120/5 130/12  <b>she</b> [14] 5/10 11/6 11/12 11/25 26/9 26/12 26/20 26/23 79/19 86/10 86/10 89/3 112/25 140/24  <b>she's</b> [4] 75/9 79/24 96/14 104/3  <b>sheet</b> [2] 50/22 92/6  <b>sheets</b> [1] 38/13  <b>Sheila</b> [2] 30/25 31/8  <b>Shelia</b> [1] 71/21  <b>shell</b> [1] 19/2  <b>Sheriff's</b> [1] 70/22  <b>shirts</b> [1] 113/23  <b>shocked</b> [1] 60/5  <b>short</b> [5] 46/2 86/20 94/10 97/7 105/16  <b>shorten</b> [2] 112/9 112/13  <b>should</b> [53] 5/5 5/11 9/4 14/3 15/20 23/17 26/10 26/15 27/6 28/6 28/19 28/23 28/25 29/20 32/12 33/18 33/24 41/8 42/11 44/4 44/12 50/3 56/3 61/19 62/18 72/16 73/13 75/23 76/23 77/21 78/3 84/14 86/5 88/25 99/25 100/6 105/23 106/2 106/20 107/2 107/20 109/7 109/22 109/23 111/10 113/19 120/4 131/13 131/14 131/25 132/12 144/25 146/9  <b>shouldn't</b> [2] 38/2 141/9  <b>show</b> [5] 13/16 20/25 46/19 65/9 67/17  <b>showed</b> [2] 5/10 53/24  <b>showing</b> [8] 60/1 62/13 62/21 62/22 62/24 68/4 68/20 127/10  <b>shown</b> [3] 28/20 52/17 52/23  <b>shows</b> [4] 19/14 52/11 52/14 84/23  <b>shut</b> [1] 138/2  <b>side</b> [6] 42/10 46/24 48/22 48/22 87/9 142/20  <b>sides</b> [1] 42/7  <b>signed</b> [2] 34/19 35/18  <b>significant</b> [2] 41/15 41/15  <b>significantly</b> [1] 60/9  <b>signing</b> [3] 58/5 58/24 145/9  <b>Similarly</b> [1] 113/24  <b>simple</b> [2] 19/13 20/18  <b>simplified</b> [1] 6/16  <b>simply</b> [4] 13/21 39/1 97/6 108/12  <b>since</b> [6] 26/20 34/18 54/2 70/4 100/17 115/15  <b>single</b> [4] 12/1 19/22</p>	<p>80/12 91/24  <b>sinking</b> [2] 7/11 7/13  <b>sit</b> [2] 25/11 146/2  <b>site</b> [1] 93/25  <b>sites</b> [1] 32/9  <b>sits</b> [1] 126/23  <b>situation</b> [6] 38/18 40/2 42/20 44/1 107/25 111/8  <b>situations</b> [2] 71/23 109/4  <b>six</b> [8] 21/5 68/5 68/15 70/4 75/14 84/2 99/19 146/14  <b>six months</b> [2] 84/2 99/19  <b>size</b> [1] 137/23  <b>skewing</b> [1] 61/23  <b>ski</b> [8] 52/6 52/8 56/19 78/9 78/15 78/17 135/9 135/14  <b>ski-related</b> [1] 78/15  <b>skilled</b> [1] 105/16  <b>sleeves</b> [3] 89/15 89/25 90/14  <b>slight</b> [1] 28/2  <b>slightly</b> [3] 57/22 62/4 101/20  <b>slow</b> [2] 37/23 93/14  <b>slowed</b> [1] 93/12  <b>small</b> [8] 22/11 23/17 23/17 43/15 44/1 55/17 57/3 128/24  <b>Smith</b> [7] 1/24 63/24 66/11 72/3 148/4 148/18 148/20  <b>smooth</b> [1] 101/8  <b>snapshot</b> [3] 125/7 125/13 125/23  <b>snow</b> [5] 3/16 7/16 134/22 135/1 135/5  <b>so</b> [161]  <b>software</b> [6] 3/18 15/16 48/24 96/12 140/15 140/19  <b>sold</b> [3] 56/21 67/5 67/7  <b>sole</b> [8] 3/15 21/22 22/20 37/5 105/9 128/2 128/3 134/24  <b>solicitation</b> [1] 135/12  <b>solid</b> [1] 41/6  <b>solution</b> [2] 20/18 20/21  <b>solve</b> [3] 73/20 89/24 115/4  <b>solved</b> [1] 73/21  <b>some</b> [129] 5/17 5/22 6/6 9/13 10/7 10/8 13/15 13/19 17/25 18/1 18/2 19/4 20/3 23/8 25/14 26/18 29/16 31/1 37/7 40/1 40/2 45/12 45/18 45/19 49/14 51/20 52/15 52/22 53/22 54/4 55/16 55/19 56/2 57/7 58/3 58/20 59/8 60/9 61/2 61/12 62/16 62/25 63/6 65/9</p>
---	---	--	--	---

<b>S</b>	47/11 47/23 54/19 66/15 <b>speak [11]</b> 9/22 21/21 34/7 34/21 34/21 46/8 87/5 87/25 89/3 105/5 111/16 <b>speaking [3]</b> 24/20 49/10 115/10 <b>speaks [1]</b> 135/10 <b>special [5]</b> 74/14 74/16 74/21 76/13 80/21 <b>specialist [1]</b> 17/14 <b>specialists [1]</b> 85/21 <b>specialize [1]</b> 22/4 <b>specializes [1]</b> 23/11 <b>specific [4]</b> 98/1 110/22 128/18 129/6 <b>specifically [2]</b> 96/1 98/7 <b>speech [2]</b> 77/24 77/25 <b>speed [5]</b> 94/9 94/20 94/25 121/19 123/14 <b>spend [2]</b> 26/25 111/6 <b>spending [2]</b> 88/11 110/3 <b>spent [7]</b> 8/8 24/6 47/11 62/16 76/15 101/19 139/19 <b>split [1]</b> 42/6 <b>spoke [2]</b> 11/5 26/8 <b>spot [1]</b> 49/2 <b>spreadsheet [1]</b> 47/5 <b>square [4]</b> 39/6 137/20 137/21 138/14 <b>SR28 [2]</b> 3/12 69/2 <b>ss [1]</b> 148/1 <b>staff [75]</b> 5/19 7/11 7/12 8/3 8/7 8/13 14/4 31/1 31/5 31/6 37/9 38/3 38/13 39/1 41/3 42/19 50/13 54/25 55/8 55/16 58/4 58/13 58/23 61/12 62/9 62/17 63/23 70/15 70/20 71/1 71/3 72/3 72/16 73/22 74/13 75/2 75/25 76/5 76/5 78/1 80/24 81/14 81/25 82/3 83/18 85/7 86/12 92/11 93/25 97/19 98/16 99/5 100/2 100/3 100/11 101/13 101/24 106/8 107/4 107/5 107/6 108/12 112/2 121/5 121/24 127/1 128/11 130/7 133/17 135/4 135/12 135/16 135/19 138/6 142/16 <b>staff's [5]</b> 66/24 86/7 89/24 94/7 124/18 <b>staffed [1]</b> 88/23 <b>staffing [1]</b> 86/9 <b>stages [1]</b> 58/22 <b>standard [1]</b> 40/8 <b>standards [1]</b> 70/10 <b>standing [1]</b> 77/22 <b>standpoint [1]</b> 88/1 <b>start [15]</b> 4/9 4/13 31/16 31/21 32/14 39/6 50/19 50/22 61/23 63/2	76/16 79/1 84/25 99/4 116/1 <b>started [2]</b> 66/15 119/10 <b>starting [1]</b> 119/7 <b>starts [3]</b> 8/6 46/23 73/2 <b>state [12]</b> 21/6 64/12 110/13 114/21 118/11 128/7 129/19 134/12 136/9 140/6 143/15 147/7 <b>stated [6]</b> 11/12 60/20 114/12 116/16 117/2 144/23 <b>statement [3]</b> 9/22 9/24 14/3 <b>statements [5]</b> 7/7 16/10 16/14 146/2 146/19 <b>states [5]</b> 22/3 22/20 23/16 43/23 141/4 <b>status [2]</b> 121/5 122/25 <b>stay [4]</b> 10/1 30/7 57/5 93/11 <b>staying [1]</b> 12/11 <b>stays [1]</b> 120/14 <b>steal [1]</b> 22/22 <b>stenotype [2]</b> 148/8 148/12 <b>step [3]</b> 40/18 65/8 65/11 <b>still [25]</b> 20/19 24/11 26/17 26/18 45/17 46/3 50/19 53/19 54/6 61/14 62/11 62/12 72/24 76/3 88/16 91/19 92/4 93/5 94/22 99/4 106/23 107/1 125/5 129/5 142/22 <b>stones [1]</b> 126/20 <b>stonewalled [1]</b> 15/13 <b>Stop [1]</b> 8/17 <b>stopping [1]</b> 32/1 <b>storage [1]</b> 131/10 <b>stored [1]</b> 50/11 <b>straight [1]</b> 56/22 <b>strange [1]</b> 57/22 <b>strategic [3]</b> 109/25 110/4 111/9 <b>stream [1]</b> 27/9 <b>strengthen [1]</b> 84/9 <b>stress [2]</b> 106/3 106/8 <b>stressed [1]</b> 55/9 <b>stretch [1]</b> 9/8 <b>stretched [1]</b> 83/20 <b>strictly [1]</b> 95/6 <b>strong [1]</b> 97/16 <b>structure [1]</b> 57/15 <b>struggling [2]</b> 38/7 106/9 <b>Stuart [1]</b> 21/20 <b>stuck [1]</b> 77/8 <b>studies [1]</b> 32/11 <b>stuff [4]</b> 23/18 26/10 55/17 60/18 <b>stunned [1]</b> 19/17 <b>stunts [1]</b> 112/16 <b>stupid [2]</b> 8/6 112/16	<b>subaccount [1]</b> 50/5 <b>subject [4]</b> 72/17 104/6 104/8 128/17 <b>subjected [1]</b> 76/6 <b>submit [2]</b> 14/1 102/6 <b>submitted [3]</b> 13/24 76/10 82/8 <b>subsequent [4]</b> 15/1 28/21 29/12 110/2 <b>subsequent years [2]</b> 15/1 29/12 <b>substantive [1]</b> 45/11 <b>successful [1]</b> 116/14 <b>such [4]</b> 32/19 46/2 73/25 98/1 <b>suddenly [5]</b> 77/9 80/8 84/1 107/24 110/3 <b>Sue [16]</b> 37/12 38/5 87/2 87/5 87/24 89/4 89/10 90/21 93/2 95/4 96/3 96/5 101/2 102/8 121/12 127/1 <b>Sue's [2]</b> 89/3 91/1 <b>Sues [1]</b> 38/5 <b>sufficient [2]</b> 28/15 124/15 <b>suggest [9]</b> 12/18 29/15 29/20 42/18 55/15 68/18 86/3 100/13 100/19 <b>suggested [5]</b> 13/19 18/6 80/20 83/10 105/9 <b>suggesting [2]</b> 93/10 106/4 <b>suggestion [2]</b> 12/16 110/15 <b>suggestions [12]</b> 11/15 35/10 35/12 58/20 71/2 92/1 104/19 105/12 105/18 106/1 106/6 116/20 <b>suitable [3]</b> 82/17 83/14 118/6 <b>summaries [1]</b> 8/5 <b>summarized [1]</b> 137/15 <b>summary [4]</b> 60/1 64/3 64/14 64/23 <b>summers [1]</b> 21/7 <b>sums [1]</b> 50/21 <b>supplemental [6]</b> 19/11 46/22 111/13 128/15 128/19 132/20 <b>suppliers [1]</b> 42/12 <b>supplies [3]</b> 60/11 60/17 114/19 <b>supply [1]</b> 103/23 <b>supplying [1]</b> 22/17 <b>support [17]</b> 6/1 22/7 34/24 41/25 52/9 92/8 92/10 99/5 100/22 100/23 101/7 102/25 103/3 108/6 108/10 108/13 110/21 <b>supporting [3]</b> 19/2 100/16 125/15 <b>supportive [1]</b> 88/10 <b>supposed [7]</b> 5/18 24/17 27/21 55/3 60/15	65/17 66/4 <b>supposedly [2]</b> 10/8 53/9 <b>sure [36]</b> 6/13 21/8 23/9 24/22 26/24 39/16 43/11 48/9 49/22 58/23 60/5 60/25 63/1 71/8 72/20 73/21 75/9 75/25 85/19 85/25 86/2 91/13 91/14 91/16 92/2 93/5 102/25 103/11 108/20 123/2 126/10 127/3 127/7 133/2 136/23 138/3 <b>surprised [2]</b> 20/2 82/19 <b>surprises [1]</b> 51/15 <b>Susan [3]</b> 7/23 30/22 38/4 <b>suspect [1]</b> 48/7 <b>suspension [1]</b> 78/7 <b>sustainability [2]</b> 7/10 29/21 <b>Swenson [1]</b> 27/11 <b>swimming [1]</b> 100/5 <b>switched [1]</b> 35/4 <b>system [9]</b> 13/5 20/13 96/25 98/7 109/10 113/2 124/8 124/9 142/20 <b>systems [5]</b> 15/16 97/5 98/1 98/9 109/17
			<b>T</b>	
			<b>table [3]</b> 19/11 89/3 135/12 <b>tabled [2]</b> 103/18 120/25 <b>tables [1]</b> 7/13 <b>tactical [1]</b> 110/1 <b>tagged [1]</b> 124/4 <b>take [20]</b> 12/16 13/4 21/1 21/22 23/8 25/14 32/16 33/5 41/4 54/9 63/2 81/17 82/15 87/25 92/18 92/19 92/25 113/10 114/2 122/9 <b>taken [4]</b> 17/4 63/21 63/25 73/8 <b>takes [2]</b> 22/17 90/15 <b>taking [5]</b> 42/3 55/22 79/11 81/6 126/9 <b>talent [1]</b> 85/21 <b>talents [1]</b> 89/15 <b>talk [6]</b> 17/2 26/7 42/25 59/6 72/14 103/13 <b>talked [8]</b> 59/7 75/13 89/5 90/18 95/4 95/8 114/6 119/9 <b>talking [7]</b> 11/12 18/8 18/9 65/14 71/24 89/4 125/2 <b>talks [2]</b> 40/23 80/8 <b>target [1]</b> 62/23 <b>targets [1]</b> 55/25 <b>task [2]</b> 28/15 28/19 <b>tasks [3]</b> 28/17 28/21 28/23 <b>Tax [1]</b> 84/22	

<b>T</b>	74/15 79/9 79/25 81/4 82/17 82/20 83/16 84/1 87/22 88/12 91/21 92/5 92/25 95/8 95/12 95/14 95/15 96/19 97/8 97/22 99/11 100/17 103/3 106/23 107/12 107/15 110/13 112/7 113/16 114/14 115/17 116/2 116/17 116/18 120/6 120/23 124/14 126/13 126/15 126/18 127/19 134/6 134/9 136/24 139/11 141/8 142/14 143/2 145/20 <b>their [27]</b> 7/3 20/21 21/3 21/4 21/8 21/12 21/15 22/23 22/24 26/3 27/1 29/17 55/7 59/20 61/1 76/18 78/11 89/25 90/8 95/20 115/14 115/19 115/20 115/22 116/12 135/21 143/1 <b>theirs [1]</b> 55/10 <b>them [55]</b> 5/25 7/17 8/6 16/4 17/20 19/16 21/16 23/1 23/13 23/16 24/17 24/24 25/10 25/12 25/23 25/24 28/16 33/19 37/23 38/21 42/13 46/3 46/8 47/21 53/7 53/23 54/4 56/11 65/14 71/11 90/13 94/9 94/11 100/22 101/4 102/22 103/10 103/11 108/5 110/19 111/14 114/25 116/9 116/20 119/8 120/9 122/8 122/10 122/21 123/7 130/14 131/21 132/25 138/16 146/3 <b>theme [1]</b> 60/8 <b>themselves [2]</b> 33/18 55/17 <b>then [70]</b> 7/1 12/15 12/21 23/12 27/3 30/7 32/19 34/5 36/12 36/24 38/21 38/22 39/7 39/8 39/9 44/13 46/20 46/25 47/3 47/8 53/3 54/10 54/14 54/23 56/17 64/7 64/9 64/13 64/17 64/19 64/21 66/6 67/6 68/6 68/12 68/21 70/19 71/13 73/10 74/14 75/11 75/17 77/24 79/13 79/18 87/12 91/4 92/20 96/22 99/9 107/24 111/12 116/25 117/23 119/12 119/18 120/19 122/7 123/17 126/1 128/21 130/13 130/16 130/21 132/5 132/7 137/22 138/21 138/25 144/12 <b>then-General [1]</b> 87/12 <b>there [106]</b> 5/21 10/6 10/7 11/17 17/4 19/15 22/1 22/6 22/6 22/13	23/1 23/4 23/6 23/12 23/15 23/15 24/8 24/12 24/20 24/21 26/16 26/19 28/2 31/1 40/22 47/8 47/20 50/4 50/14 52/6 52/16 52/19 53/24 57/12 57/17 57/23 60/22 61/4 63/7 64/3 64/4 64/9 64/9 64/15 64/17 64/19 66/24 68/8 68/14 68/22 69/4 72/24 73/13 75/11 75/12 75/23 76/14 77/15 77/17 80/7 82/24 83/8 83/9 87/17 87/18 91/12 92/24 96/3 96/20 99/16 99/20 104/25 106/7 106/9 106/11 106/16 106/22 108/4 108/9 108/20 108/21 109/3 111/24 111/25 113/8 116/12 116/15 116/21 118/4 119/2 119/20 121/11 122/6 124/23 125/12 126/17 127/6 129/10 139/3 139/4 139/6 140/1 141/7 141/17 141/24 146/17 <b>there's [48]</b> 5/25 6/6 7/21 7/21 9/25 12/20 13/20 19/3 19/11 22/1 23/5 23/5 24/9 27/5 36/19 38/5 38/16 41/7 47/20 51/20 52/16 54/7 57/14 58/20 60/8 61/1 61/12 61/20 62/11 63/6 67/14 70/21 71/23 72/10 82/19 84/5 86/2 90/9 91/2 91/20 91/21 92/4 105/25 109/2 113/5 120/8 127/10 130/25 <b>thereafter [1]</b> 148/9 <b>therefore [1]</b> 63/20 <b>therein [1]</b> 8/4 <b>these [71]</b> 6/22 12/14 12/17 13/24 17/24 18/11 22/9 25/1 27/5 28/23 29/16 36/13 36/15 40/15 40/17 40/21 41/2 41/10 42/3 42/11 42/18 52/15 53/1 53/6 55/18 56/16 56/23 56/23 57/3 58/5 58/14 59/8 60/21 64/5 64/11 67/19 71/5 73/23 74/2 75/15 75/16 75/20 77/3 77/7 80/22 83/24 85/24 90/16 91/17 91/20 94/16 95/7 106/2 109/6 109/7 110/7 112/15 113/11 117/22 119/8 120/10 124/10 124/12 127/7 129/5 129/10 131/13 131/14 131/25 132/6 146/8 <b>they [112]</b> 6/17 9/10 12/20 12/20 16/9 17/25 18/19 20/14 20/18	20/20 21/3 21/6 21/7 21/8 21/14 22/7 22/23 22/24 22/25 23/1 23/11 23/16 24/24 25/6 25/24 32/19 32/20 33/18 33/20 33/24 33/25 34/2 50/5 54/6 55/1 55/5 55/6 55/20 56/17 56/19 56/19 60/13 60/14 60/14 65/19 66/4 68/13 68/14 68/14 72/5 73/3 73/5 74/17 75/14 75/19 75/21 76/7 76/15 77/20 77/23 78/10 78/13 78/14 81/14 83/5 83/11 83/14 85/25 87/7 92/12 95/25 96/10 96/24 97/6 97/19 98/6 98/11 98/20 102/21 109/8 110/10 110/11 110/18 111/2 112/5 112/14 113/14 113/15 114/18 115/11 115/20 117/11 118/6 122/6 122/9 122/22 123/6 124/5 124/10 125/7 125/9 125/22 126/1 129/2 129/3 131/20 133/2 138/21 138/22 142/17 142/18 146/8 <b>they'll [1]</b> 5/13 <b>they're [5]</b> 22/24 56/18 61/3 83/7 96/11 <b>they've [5]</b> 21/13 62/10 98/17 129/7 133/2 <b>thin [1]</b> 83/20 <b>thing [18]</b> 24/1 24/2 27/18 41/12 48/10 54/23 75/17 76/4 79/5 79/18 83/25 99/15 99/20 101/2 101/14 108/25 113/15 123/25 <b>things [77]</b> 5/17 9/23 9/25 16/14 21/25 26/9 26/15 26/19 27/6 37/23 38/14 38/17 41/4 44/3 45/12 49/17 51/22 52/15 55/18 56/10 56/23 56/24 58/11 59/1 59/3 59/8 59/9 59/15 59/23 62/11 62/15 66/24 72/6 72/15 73/6 75/3 75/13 75/15 77/3 77/12 78/17 80/7 83/7 83/22 84/4 85/24 88/16 91/12 91/15 91/17 91/18 91/20 92/3 92/16 95/7 95/12 97/18 97/23 98/8 101/8 102/13 106/7 106/9 108/3 108/12 108/22 110/19 113/11 115/11 118/4 123/1 123/18 124/1 124/10 132/21 133/8 136/20 <b>think [134]</b> 5/8 5/10 6/15 6/16 12/19 26/10 26/14 26/20 27/5 27/6 30/18 31/14 40/2 41/5	41/17 42/1 42/16 48/10 49/21 50/19 51/16 52/9 53/4 53/15 54/6 58/2 58/3 58/12 58/20 58/22 59/19 61/5 61/25 62/3 62/7 62/17 62/25 65/7 75/2 75/4 75/11 75/15 75/17 77/20 78/20 78/24 79/4 79/21 80/1 80/2 80/3 80/16 80/19 81/1 81/12 81/13 82/15 82/20 82/23 83/4 83/13 83/16 84/16 84/17 84/19 85/12 86/11 87/17 87/24 88/11 88/12 88/25 90/5 91/4 93/11 96/19 98/10 98/12 98/15 99/3 99/25 100/6 100/10 100/12 100/15 100/18 101/11 102/21 105/7 105/15 105/21 106/20 106/23 107/2 107/17 107/19 107/22 108/7 108/8 108/18 108/23 109/2 109/4 109/6 109/23 109/24 110/7 110/8 110/13 110/21 110/24 111/9 111/10 111/13 112/21 113/10 114/17 114/22 114/24 115/2 115/18 116/7 118/6 119/20 119/24 120/4 120/13 126/18 126/21 136/18 136/19 136/24 142/25 146/14 <b>thinking [1]</b> 102/14 <b>third [6]</b> 28/21 86/24 87/13 87/22 89/5 109/24 <b>this [241]</b> <b>this year [6]</b> 33/23 51/17 52/7 60/17 61/10 139/19 <b>Thomas [1]</b> 128/8 <b>those [47]</b> 18/23 19/17 24/5 24/11 25/16 32/11 32/13 37/12 38/25 39/15 39/17 41/15 48/2 48/24 49/5 59/23 65/6 66/8 69/11 75/6 75/7 75/9 80/9 87/8 92/18 93/24 96/21 96/21 97/5 97/17 97/18 115/15 118/11 119/14 119/21 121/19 124/20 128/15 128/24 129/19 131/17 131/19 134/12 136/9 140/5 143/14 144/6 <b>those hours [1]</b> 96/21 <b>though [2]</b> 57/9 141/2 <b>thought [4]</b> 5/18 72/18 72/21 107/6 <b>thoughts [2]</b> 110/23 112/23 <b>thousands [2]</b> 32/22 32/22 <b>threats [1]</b> 76/7 <b>three [32]</b> 3/16 9/2 9/18
----------	--	--	--	--

<b>T</b>	79/19 80/25 80/25 81/6 88/11 92/25 93/6 93/7 93/13 98/18 99/8 99/9 99/23 100/3 101/19 102/14 104/14 110/3 110/25 111/7 113/4 116/16 123/23 125/7 126/9 126/24 127/2 127/11 132/5 132/6 142/18 145/18 146/12 <b>timeline [6]</b> 71/22 72/5 72/22 72/24 73/3 73/6 <b>timelines [1]</b> 124/16 <b>timely [1]</b> 73/4 <b>timer [1]</b> 31/21 <b>times [5]</b> 70/4 70/21 72/25 111/24 124/7 <b>timetable [2]</b> 99/12 99/14 <b>timing [3]</b> 62/25 126/11 126/22 <b>Titanic [1]</b> 7/11 <b>title [1]</b> 66/14 <b>today [5]</b> 35/19 75/19 89/17 96/8 110/12 <b>together [10]</b> 38/14 38/21 40/15 62/10 65/6 89/14 98/16 98/17 114/5 121/17 <b>told [4]</b> 60/13 84/6 122/18 124/21 <b>tomorrow [6]</b> 85/2 86/6 93/20 117/12 123/5 123/17 <b>Tomorrow's [1]</b> 24/16 <b>tonight [4]</b> 5/9 14/1 42/3 123/18 <b>TONKING [5]</b> 2/6 4/19 15/25 16/6 126/21 <b>Tonking's [1]</b> 53/20 <b>too [7]</b> 42/1 54/15 61/5 73/18 95/15 99/15 117/17 <b>took [2]</b> 25/24 148/8 <b>tool [1]</b> 131/10 <b>tools [1]</b> 97/18 <b>top [5]</b> 57/3 58/16 63/1 114/13 122/11 <b>topic [2]</b> 51/8 76/20 <b>topics [1]</b> 36/13 <b>total [7]</b> 47/11 52/18 54/15 64/17 68/15 135/13 138/5 <b>totaled [1]</b> 137/24 <b>totaling [1]</b> 132/15 <b>totally [1]</b> 93/19 <b>touch [2]</b> 43/9 86/17 <b>touches [1]</b> 85/20 <b>tough [1]</b> 93/19 <b>town [3]</b> 9/15 31/10 117/15 <b>track [2]</b> 93/6 93/12 <b>trail [2]</b> 127/3 127/7 <b>train [2]</b> 90/13 97/18 <b>trainable [1]</b> 97/17 <b>transactions [1]</b> 129/12 <b>transcribed [1]</b> 148/9 <b>transcript [2]</b> 1/9	148/11 <b>transcription [1]</b> 148/12 <b>transparency [1]</b> 34/18 <b>transparent [1]</b> 133/15 <b>treasure's [1]</b> 8/3 <b>treasurer [2]</b> 2/7 24/21 <b>Treasurer's [3]</b> 3/9 51/2 51/3 <b>treasury [1]</b> 51/4 <b>treated [2]</b> 55/13 59/2 <b>treatment [1]</b> 128/4 <b>tree [3]</b> 19/4 20/22 21/3 <b>trees [1]</b> 68/19 <b>tremendous [2]</b> 18/13 98/17 <b>tried [4]</b> 105/17 105/19 106/10 113/10 <b>Troon [2]</b> 106/19 115/10 <b>trouble [1]</b> 7/9 <b>troublesome [1]</b> 80/18 <b>trucks [10]</b> 3/16 130/3 130/5 130/11 130/12 130/13 130/15 130/25 131/7 131/25 <b>true [3]</b> 25/7 29/11 148/12 <b>trustee [39]</b> 4/14 4/17 4/19 4/21 4/23 7/18 15/24 16/3 16/5 25/11 27/12 27/24 28/5 28/16 28/18 30/9 31/20 53/20 56/5 67/25 82/4 84/14 90/2 103/3 104/3 104/12 104/14 105/2 105/11 110/16 112/24 116/6 120/2 125/14 126/21 133/12 140/24 142/1 144/18 <b>trustee's [1]</b> 92/21 <b>trustees [13]</b> 1/4 3/4 3/20 4/13 4/15 13/12 15/4 28/24 33/17 45/21 92/24 129/12 148/7 <b>try [4]</b> 19/8 90/15 112/9 122/12 <b>trying [16]</b> 8/17 38/12 39/22 53/9 53/10 54/18 68/9 72/21 73/19 73/20 89/23 90/1 90/22 113/20 115/4 115/4 <b>TULLOCH [15]</b> 2/7 4/17 56/5 82/4 84/14 90/2 104/4 104/12 104/14 105/2 116/6 120/2 125/15 133/12 142/2 <b>turmoil [1]</b> 16/12 <b>turn [5]</b> 15/14 31/3 47/15 140/23 146/8 <b>turnaround [2]</b> 92/23 114/9 <b>turned [2]</b> 33/4 113/6 <b>turning [1]</b> 126/19 <b>tweak [1]</b> 110/15 <b>Twenty [1]</b> 112/18 <b>twice [2]</b> 39/5 103/3 <b>two [43]</b> 9/1 12/15 15/4	15/4 16/2 17/16 18/7 18/9 18/10 19/19 25/12 26/15 29/8 29/24 30/17 33/19 37/8 39/12 42/2 47/20 61/21 68/14 75/8 76/15 77/20 79/14 79/25 82/15 89/9 95/10 95/23 96/21 98/4 98/6 103/4 106/17 118/7 118/18 124/1 124/14 130/13 131/1 131/9 <b>two years [3]</b> 16/2 25/12 75/8 <b>two-year [1]</b> 30/17 <b>Tyler [27]</b> 15/20 16/12 32/15 49/12 49/24 56/12 86/13 86/15 86/17 87/5 89/19 90/10 90/24 91/2 91/6 91/13 92/2 92/13 94/22 95/2 96/17 96/25 97/10 97/12 97/17 97/19 98/1 <b>Tyner [1]</b> 27/13 <b>type [5]</b> 22/2 23/6 70/25 111/8 119/10 <b>typewriting [1]</b> 148/10 <b>typically [7]</b> 67/4 67/6 67/21 67/22 78/11 97/5 112/19 <b>typo [1]</b> 64/9	<b>unfinished [1]</b> 125/3 <b>unit [2]</b> 138/20 138/21 <b>United [3]</b> 22/3 22/20 23/16 <b>units [2]</b> 28/23 67/22 <b>Univar [1]</b> 128/5 <b>unlawful [1]</b> 8/15 <b>unless [3]</b> 10/10 22/21 119/14 <b>unreconciled [2]</b> 122/2 127/14 <b>unsufficient [1]</b> 61/23 <b>until [4]</b> 41/2 47/3 117/9 121/1 <b>unusable [1]</b> 77/13 <b>up [74]</b> 5/7 9/23 16/5 18/21 19/13 20/20 21/4 21/25 25/9 25/12 32/17 33/5 37/12 39/20 47/3 47/7 50/1 55/1 55/2 56/6 56/17 56/18 57/6 59/9 60/18 62/12 63/5 63/14 63/16 64/24 65/3 66/1 66/16 67/24 71/12 74/25 75/2 77/22 78/1 79/6 79/16 83/22 85/1 88/15 89/15 89/25 89/25 90/14 92/11 94/9 94/20 94/25 95/7 95/11 95/16 96/22 105/6 109/3 117/18 119/17 120/10 121/19 122/8 122/19 122/20 123/14 124/7 132/17 132/23 133/13 136/20 136/25 143/3 143/5 <b>update [12]</b> 3/20 46/16 48/18 48/19 49/6 61/11 104/8 122/4 133/1 143/6 144/18 145/7 <b>updated [4]</b> 5/16 70/5 70/8 132/19 <b>updates [2]</b> 144/19 145/4 <b>updating [1]</b> 38/24 <b>uploading [1]</b> 39/2 <b>upon [1]</b> 32/22 <b>upper [1]</b> 6/20 <b>upstream [1]</b> 100/5 <b>urgencies [1]</b> 89/19 <b>urgent [3]</b> 5/3 119/14 129/1 <b>urgently [1]</b> 82/14 <b>us [58]</b> 4/24 8/1 8/17 8/18 9/11 12/10 17/16 21/11 32/21 36/14 37/17 39/15 40/1 41/19 47/24 49/20 54/15 55/21 57/1 59/6 75/5 77/25 79/10 81/14 83/14 84/20 88/19 90/9 91/21 91/23 93/14 94/20 95/1 96/10 99/1 99/3 100/16 101/10 103/17 106/16 106/21 108/10 108/13 108/14 108/16 109/5 109/8 110/2 110/12 110/19 111/12 113/1 121/13
----------	---	--	--	---

## U

**U.S [2]** 14/13 22/5  
**ulterior [1]** 82/20  
**ultimately [4]** 31/11  
32/2 41/4 98/13  
**unarmed [1]** 24/22  
**unclassified [3]** 52/24  
56/8 56/11  
**under [16]** 6/9 16/6  
42/8 47/22 61/11 61/21  
72/7 82/12 83/4 93/18  
106/8 108/11 128/8  
128/25 129/2 132/3  
**undershot [1]** 52/2  
**underspent [1]** 60/10  
**understaffed [1]** 84/7  
**understand [16]** 37/24  
40/1 40/22 42/7 56/14  
56/15 61/3 68/9 80/19  
86/12 86/14 94/13  
115/4 131/22 133/16  
143/3  
**understanding [19]**  
9/14 37/6 39/4 40/16  
47/23 55/12 59/25 62/3  
62/8 66/2 66/3 66/7  
75/20 80/5 90/3 91/12  
125/9 126/15 138/13  
**understands [2]** 83/1  
125/16  
**understood [10]** 36/10  
37/15 49/11 55/11  
71/15 85/16 95/14  
118/8 122/14 145/2  
**unexplained [1]**  
122/13  
**unfair [1]** 33/20  
**unfilled [1]** 82/7

<p><b>U</b></p> <p><b>us...</b> [5] 123/20 124/21 126/10 143/6 145/11</p> <p><b>use</b> [10] 10/3 18/3 26/23 39/3 54/3 70/9 73/2 73/18 77/25 112/20</p> <p><b>used</b> [6] 41/1 42/13 45/16 45/20 127/12 133/13</p> <p><b>user</b> [1] 7/2</p> <p><b>uses</b> [2] 40/9 54/10</p> <p><b>using</b> [4] 49/12 84/19 113/23 116/22</p> <p><b>usually</b> [2] 84/13 112/5</p> <p><b>utilities</b> [2] 130/6 130/11</p> <p><b>utility</b> [4] 46/24 46/25 47/9 48/22</p> <p><b>utilizing</b> [1] 109/19</p>	<p>115/3 115/12 122/24 127/4 137/15 146/13 146/23</p> <p><b>vets</b> [2] 22/10 23/18</p> <p><b>vetted</b> [1] 137/2</p> <p><b>via</b> [3] 1/11 2/4 148/7</p> <p><b>Vianney</b> [4] 1/24 148/4 148/18 148/20</p> <p><b>VICE</b> [2] 2/5 39/14</p> <p><b>Vicky</b> [4] 87/1 89/4 95/4 96/2</p> <p><b>video</b> [1] 31/21</p> <p><b>views</b> [2] 27/14 42/7</p> <p><b>village</b> [16] 1/2 1/15 4/1 4/6 7/6 8/22 13/14 16/24 21/20 21/23 27/12 30/2 32/22 33/15 34/1 145/19</p> <p><b>violate</b> [1] 5/24</p> <p><b>violation</b> [1] 13/20</p> <p><b>visit</b> [1] 6/3</p> <p><b>visited</b> [1] 13/15</p> <p><b>visualize</b> [1] 65/10</p> <p><b>vital</b> [2] 22/19 23/14</p> <p><b>volunteer</b> [2] 17/10 26/18</p> <p><b>volunteered</b> [1] 79/19</p> <p><b>vote</b> [3] 12/2 102/5 129/5</p> <p><b>voters</b> [1] 6/25</p>	<p><b>wastewater</b> [1] 128/4</p> <p><b>watched</b> [1] 111/2</p> <p><b>water</b> [15] 3/8 3/11 3/15 3/17 9/7 47/8 47/14 48/16 48/17 48/22 69/1 128/2 128/4 137/6 137/10</p> <p><b>watered</b> [1] 27/17</p> <p><b>watered-down</b> [1] 27/17</p> <p><b>waterline</b> [1] 138/24</p> <p><b>way</b> [32] 12/20 20/7 22/22 31/7 33/8 42/9 50/1 50/5 50/19 51/10 51/16 53/11 53/13 55/17 60/10 61/17 63/3 71/22 77/20 80/17 83/2 84/7 90/6 105/17 106/4 106/10 106/24 111/13 111/20 113/17 118/7 143/8</p> <p><b>ways</b> [6] 61/21 65/10 105/25 108/21 110/17 146/22</p> <p><b>we</b> [489]</p> <p><b>we'd</b> [3] 13/16 83/1 122/19</p> <p><b>we'll</b> [2] 74/18 120/19</p> <p><b>we're</b> [122] 4/8 7/10 7/15 8/16 9/14 9/16 10/9 12/22 13/3 13/8 13/14 18/9 25/10 25/17 25/18 36/14 39/6 39/22 42/15 42/21 42/23 43/21 43/22 49/11 49/17 52/4 52/25 53/3 53/4 53/5 53/6 53/9 53/11 53/13 55/21 55/22 56/2 56/21 56/25 58/18 61/18 61/22 62/1 62/4 62/6 62/12 62/21 62/22 62/24 63/1 63/3 72/21 73/19 74/22 77/10 77/11 77/14 81/20 81/21 82/6 82/9 82/22 83/17 84/22 85/1 85/3 85/10 85/12 85/13 85/14 86/19 87/9 89/10 90/3 90/11 90/12 90/14 91/4 91/19 93/10 94/9 94/14 94/22 97/11 97/22 98/24 99/2 99/19 100/24 101/9 103/1 103/9 103/15 105/15 105/16 106/9 108/1 109/14 109/14 110/4 110/9 110/9 110/14 111/4 113/20 114/25 115/3 115/6 120/10 120/21 121/2 122/7 122/11 123/1 125/1 127/10 130/1 130/13 131/12 132/2 138/2 143/4</p> <p><b>we've</b> [45] 12/5 12/6 30/22 30/25 37/7 38/11 42/12 45/10 47/6 50/19 51/9 51/14 52/2 53/15 53/22 54/5 55/25 60/8</p>	<p>60/22 70/16 70/21 76/19 77/21 81/6 82/6 82/8 83/6 83/18 84/8 85/8 85/11 89/12 90/21 100/12 102/25 105/21 106/7 109/25 115/25 119/9 122/24 123/18 124/24 125/14 126/18</p> <p><b>weaknesses</b> [1] 15/6</p> <p><b>Wednesday</b> [1] 1/17</p> <p><b>weed</b> [2] 38/7 146/5</p> <p><b>week</b> [14] 9/18 10/6 13/18 21/10 85/23 89/4 89/13 96/9 100/4 100/4 100/4 102/20 106/22 120/4</p> <p><b>weeks</b> [6] 11/11 22/14 22/18 37/8 87/15 122/19</p> <p><b>weigh</b> [2] 34/22 79/11</p> <p><b>welcomes</b> [1] 71/1</p> <p><b>well</b> [53] 18/17 24/1 25/4 29/11 30/10 31/19 33/5 38/17 42/15 42/22 51/19 54/22 55/10 57/20 61/7 62/5 62/9 70/19 71/7 73/11 75/24 84/12 89/21 89/22 90/2 95/8 95/22 96/7 96/11 98/3 99/23 102/22 104/6 105/1 108/20 108/24 111/3 112/21 113/18 114/22 119/13 119/16 122/4 122/11 123/9 123/18 126/6 130/25 131/14 132/21 136/19 137/16 138/16</p> <p><b>went</b> [6] 15/5 19/19 19/24 24/1 32/6 77/16</p> <p><b>were</b> [64] 5/18 5/20 7/18 10/6 10/8 13/18 14/21 14/24 15/1 15/25 16/5 16/14 16/18 21/7 24/6 24/8 25/21 32/17 34/18 34/20 45/12 49/9 49/16 57/8 58/9 60/12 60/15 64/1 64/3 64/17 64/18 64/21 66/19 66/24 67/6 67/19 72/6 73/24 74/7 75/4 75/7 77/9 77/13 80/5 84/7 85/8 87/24 88/1 88/3 89/14 91/23 95/24 98/6 107/6 107/10 114/18 115/7 121/23 124/11 124/11 131/17 138/1 146/4 146/16</p> <p><b>were'</b> [1] 61/14</p> <p><b>weren't</b> [2] 39/21 84/6</p> <p><b>West</b> [1] 140/20</p> <p><b>whack</b> [1] 63/4</p> <p><b>what</b> [128] 5/19 9/9 9/23 10/2 10/22 12/16 15/22 18/13 20/4 24/12 24/18 24/25 26/7 26/21 27/2 28/20 29/4 30/18 32/1 33/13 33/15 33/25 37/9 38/7 38/7 39/4 40/1 40/10 41/9 41/14</p>	<p>43/10 43/11 43/21 43/23 45/15 45/23 47/19 48/5 53/4 57/11 58/5 58/14 64/23 65/21 67/25 71/20 71/24 72/4 72/11 72/18 72/20 73/11 73/13 73/14 73/15 73/19 73/20 73/23 74/7 79/9 80/9 84/17 85/6 86/12 87/7 87/20 87/25 88/3 88/10 88/18 88/19 89/16 89/18 90/3 90/20 91/1 92/10 92/12 92/25 93/16 97/13 97/22 98/3 99/25 100/8 100/8 100/18 100/24 101/12 102/6 102/21 105/21 106/7 106/15 108/4 108/8 108/19 109/8 109/12 109/14 110/8 110/14 112/1 112/5 112/23 112/24 112/25 113/13 115/3 115/3 115/5 118/3 120/10 122/25 124/3 124/17 124/23 125/10 125/16 126/12 127/1 127/10 127/11 132/2 133/12 133/15 138/22 146/8</p> <p><b>what's</b> [5] 18/25 25/3 26/17 107/4 120/5</p> <p><b>whatever</b> [5] 92/14 92/14 94/20 101/4 120/25</p> <p><b>when</b> [40] 5/23 7/18 11/25 35/14 35/20 36/14 38/20 40/25 41/17 42/25 47/24 51/19 53/9 60/6 60/21 61/6 63/3 65/8 66/6 75/19 87/22 90/13 90/25 91/22 96/8 97/8 97/21 99/6 110/4 124/5 126/1 126/3 126/12 131/6 133/2 133/5 138/21 141/5 143/7 143/8</p> <p><b>where</b> [28] 19/14 23/25 42/20 47/7 47/13 50/11 53/13 55/21 58/1 58/12 62/16 65/14 65/24 67/14 71/23 80/11 89/15 89/19 94/13 108/1 110/12 111/11 114/16 122/13 126/23 130/1 131/7 139/16</p> <p><b>whereas</b> [1] 128/19</p> <p><b>whether</b> [6] 19/3 43/8 53/11 59/16 59/16 94/12</p> <p><b>which</b> [28] 12/6 16/17 16/19 18/12 22/20 24/3 24/24 32/16 34/3 43/20 45/15 57/25 61/2 61/23 91/4 118/23 118/23 120/1 126/24 129/6 131/5 137/11 138/7 138/20 138/20 141/3</p>
---	--	---	---	--

**W**  
**which... [2]** 141/6  
 141/6  
**while [11]** 13/4 14/2  
 32/21 32/22 67/7 83/15  
 103/15 104/16 114/2  
 124/10 129/7  
**WHITE [1]** 2/13  
**who [37]** 6/1 6/2 7/22  
 7/25 9/6 10/24 11/16  
 17/10 17/11 17/13  
 24/19 25/3 25/21 32/7  
 34/20 35/16 36/21  
 57/10 73/8 73/24 74/19  
 75/14 78/11 82/25 87/2  
 89/7 89/9 95/24 96/3  
 96/14 98/20 104/18  
 105/25 109/15 110/18  
 145/9 146/18  
**whoever [2]** 112/2  
 146/1  
**whole [9]** 8/19 12/6  
 22/8 72/18 77/5 79/20  
 83/25 96/15 126/22  
**why [28]** 5/25 9/10  
 9/14 9/16 9/16 9/17  
 10/9 20/3 20/23 24/25  
 26/24 30/25 36/2 49/16  
 49/17 53/3 61/3 73/16  
 74/2 80/5 80/6 80/19  
 100/21 114/10 114/16  
 115/17 126/13 138/11  
**wide [2]** 85/13 115/5  
**widened [1]** 105/13  
**wife [1]** 20/13  
**will [78]** 4/9 4/13 6/12  
 9/12 11/17 11/19 11/25  
 12/2 13/25 17/23 19/8  
 26/17 26/18 26/19  
 32/16 32/21 33/19 34/2  
 34/12 38/24 44/17  
 44/19 46/12 48/14 49/4  
 50/16 50/16 50/25  
 54/10 65/8 68/23 71/17  
 74/4 75/20 76/3 81/14  
 81/17 84/12 84/17  
 84/18 85/20 85/24 87/1  
 88/13 88/20 93/14  
 93/24 94/1 102/19  
 102/22 103/14 103/16  
 107/19 108/11 111/24  
 111/25 117/23 120/25  
 121/18 122/6 122/12  
 123/2 123/6 125/3  
 127/24 128/21 130/14  
 130/14 130/16 132/18  
 135/4 135/16 144/12  
 144/13 144/16 145/12  
 146/7 147/1  
**willing [4]** 36/17 79/24  
 90/14 96/10  
**willy [1]** 26/11  
**willy-nilly [1]** 26/11  
**winter [1]** 31/16  
**wish [2]** 11/19 33/10  
**wished [1]** 114/18  
**within [14]** 9/17 50/5  
 50/7 50/10 52/25 59/11

73/4 77/4 91/8 116/16  
 122/22 123/2 135/4  
 135/8  
**without [13]** 7/3 8/14  
 26/25 29/10 29/24 33/1  
 33/2 40/21 64/20 64/22  
 65/1 77/15 113/3  
**wonder [1]** 53/3  
**wonderful [1]** 8/11  
**Wong [2]** 15/25 16/4  
**word [2]** 115/17 127/12  
**wording [1]** 132/12  
**words [1]** 6/10  
**work [38]** 15/5 15/20  
 22/2 23/6 25/13 30/24  
 32/7 38/12 44/5 46/4  
 47/24 50/3 54/5 58/13  
 60/14 77/16 79/22  
 88/15 90/15 92/4 93/24  
 93/25 94/23 95/19  
 96/10 98/18 101/5  
 104/12 114/3 117/10  
 117/23 120/20 141/6  
 141/10 141/22 144/13  
 146/11 146/13  
**worked [8]** 17/13 31/11  
 57/2 76/12 104/3  
 124/12 135/17 136/19  
**worker [1]** 101/3  
**workflows [1]** 39/8  
**working [24]** 10/18  
 21/6 48/20 50/2 71/7  
 79/20 84/23 85/7 87/3  
 89/7 95/4 96/1 96/14  
 98/16 104/18 109/25  
 110/4 123/1 125/5  
 125/14 133/18 137/2  
 142/17 145/5  
**works [15]** 3/18 7/15  
 7/24 14/5 30/20 38/17  
 46/17 71/22 111/21  
 130/5 130/7 130/11  
 134/6 140/15 140/18  
**worlds [1]** 101/11  
**worries [1]** 123/13  
**worse [2]** 8/2 16/14  
**worst [1]** 9/1  
**would [109]** 5/17 6/1  
 6/19 6/20 6/21 10/12  
 13/1 13/22 15/17 16/10  
 18/13 21/3 21/8 21/16  
 26/24 26/24 28/10 29/3  
 29/15 30/9 32/13 34/17  
 34/24 35/19 35/25  
 36/11 36/17 37/9 37/9  
 37/11 38/18 38/19  
 39/25 41/25 48/8 49/13  
 49/21 50/8 50/8 50/9  
 52/19 54/16 55/15  
 59/14 59/15 60/24  
 63/23 65/7 65/10 66/8  
 68/6 68/13 73/15 73/22  
 74/21 76/13 76/14  
 77/18 78/1 78/8 79/21  
 80/23 80/24 83/13  
 86/12 90/6 92/17 93/23  
 97/9 98/10 98/25 99/3  
 99/4 99/11 99/24  
 100/19 100/23 101/9

101/17 101/19 101/20  
 101/22 102/8 102/11  
 102/11 102/22 107/11  
 107/16 107/16 107/17  
 109/8 111/6 113/16  
 114/1 114/2 116/8  
 119/15 121/10 121/15  
 126/4 126/12 133/1  
 133/16 137/16 141/11  
 144/21 145/24 146/13  
 146/20  
**wouldn't [4]** 21/1  
 93/12 100/25 113/19  
**wrenching [2]** 25/15  
 25/16  
**Wright [2]** 23/21 54/1  
**write [4]** 9/23 16/3  
 105/17 106/10  
**writing [1]** 102/6  
**written [8]** 7/6 9/21  
 26/12 27/24 47/21  
 104/6 136/3 139/24  
**wrong [2]** 20/2 21/23  
**Y**  
**yeah [28]** 25/13 36/21  
 36/22 36/23 40/7 41/3  
 43/11 44/12 44/19  
 44/21 57/20 68/8 68/16  
 89/2 91/10 93/17 103/8  
 114/4 117/11 119/18  
 120/7 123/4 123/16  
 128/24 141/14 143/2  
 143/4 145/22  
**year [52]** 6/21 8/5 20/9  
 25/12 26/14 27/1 27/12  
 29/6 29/7 29/10 29/23  
 30/17 30/22 31/4 33/1  
 33/19 33/23 39/3 46/23  
 47/6 47/12 49/23 51/9  
 51/12 51/13 51/14  
 51/17 52/7 53/17 54/13  
 55/1 60/2 60/3 60/3  
 60/17 61/9 61/10 62/7  
 63/2 77/22 84/9 124/13  
 125/4 125/9 125/25  
 126/5 131/18 135/9  
 135/14 139/19 142/6  
 142/22  
**year-end [3]** 60/3  
 125/25 126/5  
**years [30]** 8/25 9/2  
 10/18 12/7 14/19 15/1  
 15/9 15/11 15/17 16/2  
 17/20 19/13 22/4 25/1  
 25/12 26/6 29/8 29/12  
 29/24 30/19 31/1 38/11  
 45/13 45/14 46/20 75/8  
 79/21 84/6 146/6  
 146/11  
**yelling [1]** 25/3  
**yellow [1]** 70/11  
**yep [7]** 68/17 84/24  
 120/6 122/20 133/7  
 139/13 143/10  
**yes [20]** 8/2 35/25 43/4  
 54/17 55/13 91/10  
 93/23 96/19 102/3  
 105/12 110/9 118/25

120/22 123/2 123/6  
 126/8 126/14 134/10  
 139/10 142/8  
**yesterday [3]** 8/3 49/11  
 122/22  
**yet [9]** 60/10 60/12  
 60/16 61/13 66/8 88/6  
 121/8 127/2 145/10  
**Yolanda [2]** 30/1  
 145/18  
**you [250]**  
**you'll [3]** 38/15 52/20  
 123/22  
**you're [20]** 5/24 9/17  
 22/19 25/15 25/25  
 25/25 45/23 57/4 57/5  
 65/14 78/18 102/5  
 102/7 111/19 111/21  
 111/22 112/1 115/4  
 125/22 145/23  
**you've [5]** 6/8 6/9 19/1  
 31/1 87/2  
**your [38]** 7/11 12/19  
 23/23 23/24 28/22 29/4  
 31/17 39/24 45/9 45/22  
 52/19 54/12 56/6 57/4  
 58/18 67/9 82/5 101/19  
 104/1 104/14 111/4  
 112/2 112/21 112/23  
 114/17 125/23 125/24  
 126/4 127/20 128/18  
 128/19 130/9 135/3  
 137/14 139/8 140/22  
 144/3 146/21  
**yourselves [1]** 19/8  
**yous [1]** 127/24  
**youth [1]** 19/24  
**Z**  
**zone [1]** 22/10  
**Zoom [8]** 1/11 2/4 46/9  
 90/8 102/17 102/20  
 145/17 148/8



# INVOICE

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

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

775-832-1218  
AP@ivgid.org

**Invoice Number:** IVGID 52

**Invoice Date:** September 19, 2024

**Payment Due:** September 28, 2024

**Amount Due (USD):** \$1,238.00

Items	Quantity	Price	Amount
<b>Base fee</b> August 28, 2024 BOT meeting	1	\$350.00	\$350.00
<b>Per page fee</b> August 28, 2024 BOT meeting	148	\$6.00	\$888.00

**Total:** \$1,238.00

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**Amount Due (USD):** \$1,238.00

Diane Becker  
805-290-2779  
[dbecker8891@gmail.com](mailto:dbecker8891@gmail.com)

August 28, 2024

Re: IVGID 8/28/2024 Meeting, Agenda Item G.1, Proposed Amendment to Ordinance 7

Dear Trustees Schmitz, Dent, Tulloch, Tonking and Noble, and Ms. Crocker,

I apologize in advance for the length of this email.

As most of you know, I am a retired attorney, and as a volunteer, I drafted the revisions to the 1998 Ordinance 7, incorporating the recommendations of the Ordinance 7 Committee and the then General Manager, and drafted the revisions directed by the Trustees (excluding the last year) which were then reviewed, edited, and approved by both special beach counsel who handled the 2011 litigation over the Beach Deed, and the then IVGID counsel, Josh Nelson.

I have also received and reviewed virtually all the IVGID Minutes and Resolutions, revisions of Ordinance 7 and internal IVGID communications on Ordinance 7, and available litigation documents concerning the Beach deed, which were not privileged by the attorney client privilege, since 1967.

I believe that many or most of the proposed changes are well drafted and do not impact the Beach Deed or the historical documents or the important work of the Ordinance 7 Committee and the Trustees. However, I have several comments on the proposed revisions and urge that further action occur before the process of amendment of Ordinance 7 begins. I am available to meet with Ms. Crocker to explain the issues that I am raising briefly below and to help to address the issues that she is attempting to address.

Based on my quick review this morning, I believe **proposed revisions to Paragraphs 18, 39, 45, 46, 52, 72, 77 and 79 need to be changed or deleted:**

1. Paragraph 18. This revision only applies to commercial use between “two or more entities,” and this not would include actions between two or more persons, two or more entities, a person, and an entity, etc. The language in old paragraph 18 was repeatedly revised to be in compliance with the concept of the Beach deed language that the use was “only for the purposes of recreation by, and for the benefit of, property owners.....” That is why the second sentence in the current version excludes certain written contracts by the Board, but the last sentence in the proposed revision allows “an approved agreement as authorized by the Board” that is not limited to agreements with a third party to provide services or work at the Beaches.” The prior Ordinance 7 clause was added by two lawyers and a retired lawyer with 43 years of drafting experience, working to have the language meet the Beach Deed and I urge that that change not be incorporated.
2. Paragraphs 39 and 45. The proposed deletion of the clause related to the residency requirement for a commercial Owner or tenant to get Beach privileges is a change in past practices and earlier versions of Ordinance 7. Originally commercial tenants received no privileges and whether they should have beach privileges was addressed in or about 1982 by giving commercial properties limited access. Paragraphs 26, 29 and 43 of the 3/25/1998 version of Ordinance 7 limited this access to the commercial property principles, officers, and owners

and later it was expanded to tenants, but with the residency requirement. It was determined that voting within the District was the way to determine the residency requirement. Deleting the requirement is a change in practices that should be looked at with more consideration before implementing this change.

3. Paragraph 46. Allowing 5 passes to every facility fee paid, rather than every parcel is contrary to past practices and will allow every ADU, etc. to increase the number of passes. This was discussed and rejected during the Ordinance 7 Committee meetings, and there should be significant discussion before making this change.

4. Paragraph 52. The prior version required that documents be submitted to verify affinity and consanguinity, but the revised draft merely says the District “may “request supporting documents. This leaves too much discretion to Staff, to the detriment of the community desire to limit beach access

5. Paragraphs 72 & 77. The language of old paragraph 72 and 77 should not be combined. Paragraph 77 needs to be a stand-alone paragraph as it is a policy that has been followed since the first annexation of properties which did not pay for the original transfer of the beaches to IVGID to settle a lawsuit filed by the then residential owners in the village.

6. Paragraph 79(ii)(iii). A commercial business under (ii) and (iii) should get a permit from IVGID and comply with minimum insurance requirements, to protect IVGID and Pass Holders.

There are several additional areas that have been reserved at the time of the 2022 Ordinance 7 revision and last few years for further discussion, and I believe that **these additional issues should be considered and potentially addressed** by the Director of Parks and Recreation and General Manager before Ordinance 7 is amended now:

A. **Residential Tenants of Apartment Properties/Single Family Residential:** How to get Tenants with Leases of 6 months or more to receive Recreation Privileges for the residential units they are renting. I do not have personal knowledge, but there are complaints from residential tenants that they do not get passes and the passes are given by owners to their friends/guests. Can/should regulations be put in on this subject and if not, a marketing campaign to Property Owners to “Help Support a Sustainable Workforce for Incline Village” by giving Recreation Privileges to Long Term Tenants.

B. **Hotel Properties:** There has been concern expressed in the community about the number of hotel guests who could access the beaches due to the rumors that despite the representations by the prior General Manager that the Hyatt had limited the passes they would get to 3 parcels, supposedly now the Hyatt plans to make greater use of the IVGID beaches. Also, do Hotels both receive 5 Recreation Privileges (Cards) as a Commercial Parcel and the Passes Per Hotel Room for Occupants as of 2022 which is contrary to all historical documents? This change just occurred for the first time at the last days of the amendment of Ordinance 7, when one hotel owner threatened suit.

C. **Recent and Upcoming Further Changes in Zoning in Commercial Town Centers:** Washoe County just voted to allow High Rise Multi-Family Condominium Units to be built in formerly commercial areas in Special Area 1 on Tahoe Blvd. Will a property that now receives 5 passes as a commercial property be allowed to obtain up to 10 passes per residential condominium unit for 40 condominium units (i.e. 400 passes). The Commercial property will not have paid for facilities over the years to justify this, and commercial properties were excluded and not a part

of the beach deed when the beach deed was added. How will this be handled? Will there be a pay back to IVGID for all the improvements to date?

D. **Auxiliary Dwelling Units (ADUs):** Currently ADUs are only allowed on properties over 1 acre, but ADUs are proposed to be allowed in Washoe County for all residential parcels in Incline Village/Crystal Bay. If the ADU Ordinance is approved for IVCB many many parcels will have ADUs and could pay additional parcel fees for homes that build an ADU. Does each ADU get an added 10 passes?

E. **Value on Punch Cards.** During the Ordinance 7 Committee meetings it was recommended by the Committee members that **the value on Punch cards (not Additional Punch Cards) could be used to buy down venue access** or services or used for things other than just beach access fees, so that all Property owners, especially Crystal Bay residents, could get full value. The Committee and the BOT were told two years ago that this would be looked at by Staff to investigate implementation and accounting issues. If this is approved by the Board, it would need to be incorporated into the amendment to Ordinance 7 that you are reviewing. I don't know the facts as to what happened on this.

F. **Group Use Policy.** During the 2022 Board Meetings discussing Ordinance 7, it was discussed that the Group Use Policy would be reviewed by Staff and recommendations would be made by Staff as to whether to update the group use policy as a standalone policy or incorporated into Ordinance 7. Did this occur?

G. **IT Tracking Card Usage.** During the Ordinance 7 Committee meetings, the **Committee recommended two things** that could not be tracked in the District's computer software in 2022 and the Board packets of April 27 and May 11, 2022 stated that these would **need computer program customization which we understood would be undertaken before summer 2023:** (i) the computer system would be upgraded to track the **total number of guests that could be brought per day on Picture Passes and tie the number of guests to the specific Parcel** rather than just to a single Picture Pass Holder. This is important because tying the number of guests to a Picture Pass could allow more than the maximum number of guests to be brought in per day per parcel; and (ii) that there would be consideration/recommendation of how to track **Punch Cards and Additional Punch Cards so that they would only be given to actual guests of the Property Owner** to whom the Punch Cards and Additional Punch Cards were issued, and not just given to other parcel owners to give to the guests of other parcel owners. At the Ordinance 7 Committee meetings it was recommended that the District consider **issuing new Cards with Parcel numbers or addresses on the Punch Cards and Additional Punch Cards that could tie the Punch Cards and Additional Punch cards to specific properties** to avoid sharing with other properties. It was said that this would be looked at for summer 2023. The Fall of 2024 is also a good time for consideration of adoption of this process, unless this has been done.

H. **How Many Guests Per Picture Pass?** Neither the former General Manager nor the Ordinance 7 Committee made the recommendation that each Picture Pass Holder be allowed to bring in up to 15 accompanied guests per day (per parcel). During the 2022 Ordinance 7 Board meetings former Chair Callicrate suggested this number and the Board discussed that the **number of Guests to accompany a parcel owner would be looked into by the Board after the data was in** for summer 2022 and hopefully this will be done as there is fuller additional data. Recall that in the Beach Survey 74.5% of the responders stated that they would like to see 9 or less guests per parcel per day, and this high number surprised many in the community. I do not know if the records show this as an issue.

I. **Is This Covered?** I cannot see where it says that Residential and Commercial Tenants who receive an IVGID Recreation Pass cannot bring Guests . Shouldn't that be included in paragraph 89 or somewhere as it was the prior practice and in prior versions of the Ordinance. If it is in the current version, I apologize because I missed it, and I am rushing to get this out.

I know this email is too long and has been written in a rush due to the meeting being tonight, but I hope that it is helpful.

Respectfully submitted

Diane Becker, full time Incline Village resident

IVGID Trustee Regular Meeting August 28, 2024  
Public Comments from Harry Swenson at 664 Tyner Way  
Item G8 Management Firm RFP

Good evening, I am Harry Swenson, currently a candidate for trustee for the Incline Village Crystal Bay community. I am a ten-year full-time resident and live on lower Tyner.

I come to the board to express my views on the Request for Proposal for the “Management Firm”. As I read the August 20<sup>th</sup> version of the RFP it appeared to be a watered-down consulting contract. The last thing this community needs is another ignored consulting report. What was discussed at the August 6<sup>th</sup> meeting was an open RFP that was supposed to provide a General Manager with continuing access to consulting and execution from the awarded firm. This was to be written by Director of Human Resources and Trustee Noble. The August 20<sup>th</sup> version completely missed on both counts. There is a slight enhancement in the current version to at least mention a General Manager, but doesn’t contain any real requirements, as a lawyer trustee Noble should have recognized.

I am a retired NASA scientist and executive, and have created, evaluated, and awarded many multi-million-dollar RFPs and contracts. If I was asked to review this one, I would have sent it back to the original authors with the following high-level recommendations.

- 1) Build the RFP around the GM’s responsibilities and job functions. If you feel that the existing GM responsibilities

are not sufficient, create a task detailing and defining them for trustee review.

- 2) Build the consulting functions around multiple tasks selected by the GM with trustee approval. The first task should be a general high-level review, like what is shown in the currently drafted RFP. The second, third, and subsequent tasks should be a priority driven, detailed review and enhancement of each of your 10 business units. Each of these tasks should be at the discretion of the GM and trustees as needed.
- 3) It should also include both evaluation criteria and methodology. You could grade the proposals based on qualitative or quantitative metrics; this would greatly reduce time for your selection.
- 4) Many people are very concerned with a multi-year fixed term of the contract. This is very fixable if you set the scope as a one-year initial period of performance with 2-4 years of options. If the GM or company cannot perform, this allows you to cancel after the first year without any financial consequences. This is true as well as subsequent years.
- 5) Also, A series of previous consulting reports are referenced describing numerous deficiencies. I would highly suggest that you provide some level of priority on the deficiencies to allow potential bidders to focus their proposal.
- 6) Finally, there is a lack of clearly defined metrics. I suggest that you include a metric for our financial sustainability such as a reduction in 50% of our budget deficit in the first year followed by complete deficit elimination over the next two years without increasing our parcel fee. I would also

suggest something regarding our capital improvements and elimination of deferred maintenance items.

As a potential candidate, who may be stuck with this selecting approach for a new General Manager, I think addressing these items would alleviate some of my concerns regarding this “out of the box,” hiring procedure.

Thank-you for your time.

Harry Swenson



**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL AUGUST 28, 2024  
MEETING – AGENDA ITEM G(11) – THE REQUEST FOR ASSISTANCE  
FROM WASHOE COUNTY TO ADDRESS OUR FINANCIAL MESS –  
EVIDENCE OF ANOTHER UNDOCUMENTED AND UNLAWFUL  
INTERFUND LOAN FROM THE GENERAL FUND TO THE  
INTERNAL SERVICES FUND**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District. This time it's evidence that our wonderful Internal Services Fund staff have been spending more than the revenues they're able to generate. Resulting in a forced \$644,997 interfund loan from the General Fund. And that's the purpose of this written statement.

**Supplemental Financials Evidencing Variances From Current Year to Budget Comparisons:** Yesterday, these supplemental materials were provided by staff. Buried therein were year-to-date<sup>2</sup> sources and uses statements for our various funds, including specifically, our Internal Services Fund. These funds seem to evidence the following:

1. Our staff have expended \$644,997 more than the \$3,064,431 in revenues they've been able to generate<sup>3</sup>;
2. \$313,195 of this overspending has come from Engineering<sup>4</sup>; and,
3. \$358,278 of this overspending has come from Buildings<sup>5</sup>.

There's only one place to my knowledge from which this overspending has been covered. And that's from our General Fund. Either as an undocumented loan or gift!

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

<sup>2</sup> Essentially the entire 2024 fiscal year.

<sup>3</sup> Evidence of this overspending comes from the sources and uses summary attached to this written statement as Exhibit "A."

<sup>4</sup> Evidence of this overspending comes from the sources and uses summary attached to this written statement as Exhibit "B."

<sup>5</sup> Evidence of this overspending comes from the sources and uses summary attached to this written statement as Exhibit "C."

**NRS 354.6118:** instructs that “before making an interfund loan...the governing body of the local government that wishes to make the loan must:

1. Determine at a public hearing that:

- (a) A sufficient amount of money is available for the loan and that money is not restricted as to its use; and,
- (b) The loan of...money will not compromise the economic viability of the fund from which the money is loaned; and

2. Establish at the public hearing conducted pursuant to subsection 1:

- (a) The amount of time the money will be on loan from the fund;
- (b) The terms and conditions for repaying the loan; and,
- (c) The rate of interest, if any, to be charged for the loan.”

**NAC 354.290(1):** instructs that “the governing body of a local government may make a temporary interfund loan if:

- (a) The governing body complies with the provisions of NRS 354.6118;
- (b) Any money for the loan which is obtained from the proceeds from the sale of a bond is used only for the purposes set forth in the bond ordinances;
- (c) The loan is not made from any debt service fund or from any fund established or maintained as a fund dedicated to the payment of bonded debt and interest;
- (d) The resolution authorizing the loan specifies whether interest will be charged and the rate thereof, if any;
- (e) It is agreed in writing that the loan must be repaid within 1 year after the date on which the loan was made;
- (f) A copy of the resolution authorizing the loan (must be) filed with the Department; and,
- (g) The governing body agrees to notify the Department when the loan has been repaid.”

**My August 28, 2024 E-Mail to The Board<sup>6</sup>:** Because none of the above has taken place, on August 28, 2024 I sent the Board an e-mail wherein I outlined the deficiency and asked that the Board notice the public hearing and take the action required by NRS 354.6118 and NAC 354.290. Rather than recounting the substance of my comments, I refer the reader to said Exhibit “D.”

**Conclusion:** This staff behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated, and deceitful staff get replaced by even more

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<sup>6</sup> That e-mail is attached as Exhibit “D” to this written statement.

unqualified, more incompetent and more over compensated, and more deceitful staff. Engaging in activities having nothing directly to do with furnishing facilities for public recreation, yet costing local parcel owners dearly insofar as their Recreation ("RFF") and Beach ("BFF") Facility Fees are concerned. All because the ends justify the means. As I've pointed out so many times before, these examples are all the "red flags" of a criminal syndicate<sup>7</sup>. And you wonder why your RFF and BFF continue as involuntary subsidies, and are as high as they are? Now I've provided more evidence.

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

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

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<sup>7</sup> NRS 207.370 instructs that "criminal syndicate means any combination of persons, so structured that the organization will continue its operation even if individual members enter or leave the organization, which engages in or has the purpose of engaging in racketeering activit(ies)."

## **EXHIBIT "A"**

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
STATEMENT OF SOURCES AND USES  
INTERNAL SERVICES FUND**

**CURRENT YEAR TO BUDGET COMPARISON**

Fiscal Year 2024

JUNE 2024 - \*\*\*DRAFT\*\*\*

	Amended Budget	Current Month Budget	Current Month Actual	Month Budget Variance	YTD Budget	YTD Actual	YTD Budget Variance
<b>SOURCES</b>							
Interfund Services	3,584,623	286,285	148,366	(137,919)	3,584,623	3,062,440	(522,183)
Investment Earnings			323	323		1,738	1,738
<b>TOTAL SOURCES</b>	<b>3,584,623</b>	<b>286,285</b>	<b>148,689</b>	<b>(137,596)</b>	<b>3,584,623</b>	<b>3,064,431</b>	<b>(520,192)</b>
<b>USES</b>							
Salaries and Wages	1,639,353	62,734	133,915	(71,181)	1,639,353	1,788,481	(149,128)
Employee Fringe	854,844	71,268	56,040	15,228	854,844	850,864	3,980
<b>Total Personnel Cost</b>	<b>2,494,197</b>	<b>134,002</b>	<b>189,955</b>	<b>(55,953)</b>	<b>2,494,197</b>	<b>2,639,346</b>	<b>(145,148)</b>
Professional Services	15,000	1,250	1,740	(490)	15,000	1,740	13,260
Services and Supplies	1,483,144	75,143	110,037	(34,894)	1,483,144	1,035,282	447,862
Insurance	19,500	1,625		1,625	19,500	21,036	(1,536)
Utilities	9,700	812	1,999	(1,187)	9,700	11,587	(1,887)
Cost of Goods Sold							
Capital Improvements						437	(437)
<b>TOTAL USES</b>	<b>4,074,241</b>	<b>212,832</b>	<b>303,731</b>	<b>(90,899)</b>	<b>4,074,241</b>	<b>3,709,428</b>	<b>364,813</b>
<b>SOURCES(USES)</b>	<b>(489,618)</b>	<b>73,453</b>	<b>(155,042)</b>	<b>(228,495)</b>	<b>(489,618)</b>	<b>(644,997)</b>	<b>(155,379)</b>

## **EXHIBIT "B"**

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
STATEMENT OF SOURCES AND USES  
ENGINEERING**

**CURRENT YEAR TO BUDGET COMPARISON**

Fiscal Year 2024

JUNE 2024 \*\*\*DRAFT\*\*\*

	Amended Budget	Current Month Budget	Current Month Actual	Month Budget Variance	YTD Budget	YTD Actual	YTD Budget Variance
<b>SOURCES</b>							
Interfund Services	1,015,200	75,167	--	(75,167)	1,015,200	770,258	(244,942)
Investment Earnings	--	--	--	--	--	--	--
<b>TOTAL SOURCES</b>	<b>1,015,200</b>	<b>75,167</b>	<b>--</b>	<b>(75,167)</b>	<b>1,015,200</b>	<b>770,258</b>	<b>(244,942)</b>
<b>USES</b>							
Salaries and Wages	626,560	25,440	51,091	(25,651)	626,560	719,599	(93,039)
Employee Fringe	287,427	23,955	18,681	5,275	287,427	306,309	(18,882)
<b>Total Personnel Cost</b>	<b>913,987</b>	<b>49,395</b>	<b>69,772</b>	<b>(20,377)</b>	<b>913,987</b>	<b>1,025,908</b>	<b>(111,921)</b>
Professional Services	15,000	1,250	1,740	(490)	15,000	1,740	13,260
Services and Supplies	110,392	3,669	6,328	(2,659)	110,392	43,969	66,423
Insurance	5,200	433		433	5,200	5,610	(410)
Utilities	3,300	275	1,115	(840)	3,300	6,456	(3,156)
Capital Improvements	--	--	--	--	--	(230)	230
<b>TOTAL USES</b>	<b>1,047,879</b>	<b>55,022</b>	<b>78,954</b>	<b>(23,932)</b>	<b>1,047,879</b>	<b>1,083,452</b>	<b>(35,574)</b>
<b>SOURCES(USES)</b>	<b>(32,679)</b>	<b>20,144</b>	<b>(78,954)</b>	<b>(99,098)</b>	<b>(32,679)</b>	<b>(313,195)</b>	<b>(280,516)</b>

**EXHIBIT "C"**



**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
STATEMENT OF SOURCES AND USES  
BUILDINGS**

**CURRENT YEAR TO BUDGET COMPARISON**

Fiscal Year 2024

JUNE 2024 - \*\*\*DRAFT\*\*\*

	Amended Budget	Current Month Budget	Current Month Actual	Month Budget Variance	YTD Budget	YTD Actual	YTD Budget Variance
<b>SOURCES</b>							
Interfund Services	1,004,646	82,054	-	(82,054)	1,004,646	589,927	(414,719)
Investment Earnings	-					13	13
<b>TOTAL SOURCES</b>	<b>1,004,646</b>	<b>82,054</b>		<b>(82,054)</b>	<b>1,004,646</b>	<b>589,940</b>	<b>(414,706)</b>
<b>USES</b>							
Salaries and Wages	337,775	12,783	27,830	(15,047)	337,775	365,136	(27,361)
Employee Fringe	184,030	15,429	11,883	3,546	184,030	170,349	13,681
<b>Total Personnel Cost</b>	<b>521,805</b>	<b>28,212</b>	<b>39,714</b>	<b>(11,502)</b>	<b>521,805</b>	<b>535,485</b>	<b>(13,680)</b>
Services and Supplies	535,556	36,087	54,301	(18,215)	535,556	400,342	135,214
Insurance	7,400	617	-	617	7,400	7,983	(583)
Utilities	4,700	388	821	(433)	4,700	3,740	960
<b>TOTAL USES</b>	<b>1,069,462</b>	<b>65,303</b>	<b>94,836</b>	<b>(29,533)</b>	<b>1,069,462</b>	<b>948,218</b>	<b>121,244</b>
<b>SOURCES(USES)</b>	<b>(64,816)</b>	<b>16,751</b>	<b>(94,836)</b>	<b>(111,587)</b>	<b>(64,816)</b>	<b>(358,278)</b>	<b>(293,462)</b>

**EXHIBIT "D"**

## UPDATE - Supplemental Material for Board of Trustees Meeting on August 28, 2024 - Item E.4. Treasurers Report for June 2024 - Another Undocumented and Unlawful Interfund Loan

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**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, Mick <homan4ivgid@gmail.com>, Michelle <jezycki4ivgid@gmail.com>, harry <harryswenson4ivgidtrustee@gmail.com>  
**Subject:** UPDATE - Supplemental Material for Board of Trustees Meeting on August 28, 2024 - Item E.4. Treasurers Report for June 2024 - Another Undocumented and Unlawful Interfund Loan  
**Date:** Aug 28, 2024 2:10 PM

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Chairperson Schmitz, Other Honorable Members of the IVGID Board, and Trustee Candidates Mick, Michelle and Harry -

On August 27, 2024 I wrote to each of you concerning irregular spending in the District's General Fund in our attorney's favor.

Subsequently, staff posted supplemental materials that included, in part, current year to date budget comparisons. And that's what I'd like to speak about now.

I direct your attention to marked page 21 which depicts the current year to budget comparison for our Internal Services Fund. Assuming I am reading it correctly, staff have spent \$644,997 **MORE** than the revenues they have actually realized for all of 2024. \$313,195 of this sum apparently comes from Engineering [thank you Kate Nelson (see page 23 of the report)], and another \$358,278 comes from Buildings (see page 24 of the report). How can this be given there is no positive net position in this fund? And for 2023 staff made an undocumented and unlawful \$585,843 loan to this fund?

The only answer I can come up with is that the General Fund has made another undocumented and unlawful \$644,997 interfund loan to the Internal Services Fund. If that's true, we're talking a combined \$1,230,840 in undocumented and unlawful loans!

I demand an immediate investigation into this matter and if my conclusion is correct, I ask that the BOT immediately notice the public hearing and take the required actions mandated by NRS 354.6118 and NAC 354.290.

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL AUGUST 28, 2024  
MEETING – AGENDA ITEM G(2) – PROPOSED REVISIONS TO POLICIES  
6.1.0/6.2.0 WHILE OUR VERSION OF THE TITANIC IS SINKING!**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District. This time it's someone's selection of an employee of but a handful of weeks to be the District's temporary General Manager, and propose major changes to Policies 6.1.0/6.2.0 while our version of the Titanic is sinking. Can this be for real? Yes it can. And that's the purpose of this written statement.

**My August 28, 2024 E-Mail to The Board<sup>2</sup>:** On August 28, 2024 I sent the Board an e-mail wherein I asked who was proposing changes to Board Policies 6.1.0/6.2.0 since our new Director of Parks and Recreation, only on the job for a handful of weeks, obviously did not have the history nor experience to be proposing the same. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "A."

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated, and deceitful staff get replaced by even more unqualified, more incompetent and more over compensated, and more deceitful staff. Engaging in activities having nothing directly to do with furnishing facilities for public recreation, yet costing local parcel owners dearly insofar as their Recreation ("RFF")/Beach ("BFF") Facility Fees are concerned. As I've pointed out so many times before, these examples are all the "red flags" of a criminal syndicate<sup>3</sup>. And you wonder why your RFF and BFF continue as involuntary subsidies, and are as high as they are? Now I've provided more evidence.

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees (for the)...district is not complying with the provisions of...any...law;" when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as

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

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

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

the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court...for the appointment of a receiver... or, (d) determine by resolution that management and organization of the district will remain unchanged?" Don't you think the time has come to become fiscally responsible by having the county assume supervision and jurisdiction over the district?

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

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# EXHIBIT "A"

## August 28, 2024 IVGID BOT Meeting - Agenda Item G(2) - Proposed Revisions to Policy 6.1.0/6.2.0

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**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Subject:** August 28, 2024 IVGID BOT Meeting - Agenda Item G(2) - Proposed Revisions to Policy 6.1.0/6.2.0  
**Date:** Aug 28, 2024 8:49 AM

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Chairperson Schmitz, Other Honorable Members of the IVGID Board, and Trustee Candidates Mick, Michelle and Harry -

So explain to me why we're dealing with matters like this one when we have so many more pressing matters to attend to.

Here we have an employee new to our district who has been on the job for barely a month. And someone (her boss Susan Herron?) has elevated her to General Manager because there's no one else left in our employ whose pay grade mirrors that of a GM (other than Susan Herron). And she's supposed to have the knowledge and expertise to be modifying a policy like this one? Come on! I might have been born at night. But just not last night! These proposed modifications appear to be the handiwork of our Wizard of Oz, Susan Herron. And again. **WHY?**

And our wonderful Susan Herron continues to advance staff's morbid view that our user fees should be set using the stupid, stupid pricing pyramid former GM Indra plagerized from the National Association of Recreation whatever. Which only exists to justify the operation of recreation facilities and programs **at less than their cost** to the public. The difference being involuntarily subsidized by our Rec Fee. Our financial situation is in such a state of decline that the last thing we should be doing is operating more and more, and at more and more losses; correct? Putting more and more pressure on local parcel owners to subsidize these money losing businesses.

Doesn't this District have so much more on its plate at the moment, so that stupid proposed revisions like these must take a back seat to far more pressing matters? All business like this should be deferred until the new Board takes office 4+ months from now. And the fact Susan Herron and company haven't gotten the memo, represents more evidence that the District is not being properly managed.

**Remove this matter from the general business calendar!** Concentrate on what's really at hand.

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL AUGUST 28, 2024  
MEETING – AGENDA ITEM G(1) – PROPOSED REVISIONS TO ORDIN-  
ANCE 7 WHILE OUR VERSION OF THE TITANIC IS SINKING!**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District. This time it's someone's selection of an employee of but a handful of weeks to be the District's temporary General Manager, and propose major changes to Ordinance 7 while our version of the Titanic is sinking. Can this be for real? Yes it can. And that's the purpose of this written statement.

**My August 28, 2024 E-Mail to The Board<sup>2</sup>:** On August 28, 2024 I sent the Board an e-mail wherein I asked who was proposing changes to Ordinance 7 since our new Director of Parks and Recreation, only on the job for a handful of weeks, obviously had not history nor experience to be proposing the same. Further, I objected to the jurisdiction our staff was exercising that no general improvement district ("GID") in the State exercises. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "A."

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated, and deceitful staff get replaced by even more unqualified, more incompetent and more over compensated, and more deceitful staff. Engaging in activities having nothing directly to do with furnishing facilities for public recreation, yet costing local parcel owners dearly insofar as their Recreation ("RFF")/Beach ("BFF") Facility Fees are concerned. As I've pointed out so many times before, these examples are all the "red flags" of a criminal syndicate<sup>3</sup>. And you wonder why your RFF and BFF continue as involuntary subsidies, and are as high as they are? Now I've provided more evidence.

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees (for the)...district is not complying with the provisions of...any...law;" when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider

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

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

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



whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court...for the appointment of a receiver... or, (d) determine by resolution that management and organization of the district will remain unchanged?" Don't you think the time has come to become fiscally responsible by having the county assume supervision and jurisdiction over the district?

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

# EXHIBIT "A"

## August 28, 2024 IVGID BOT Meeting - Agenda Item G(1) - Proposed Revisions to Ordinance 7

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**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, Mick <homan4ivgid@gmail.com>, Michelle <jezycki4ivgid@gmail.com>, harry <harryswenson4ivgidtrustee@gmail.com>  
**Subject:** August 28, 2024 IVGID BOT Meeting - Agenda Item G(1) - Proposed Revisions to Ordinance 7  
**Date:** Aug 28, 2024 8:41 AM

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Chairperson Schmitz, Other Honorable Members of the IVGID Board, and Trustee Candidates Mick, Michelle and Harry -

So explain to me who instructed staff to spend their time further tweaking our Ordinance 7? When we have so many more pressing matters to attend to.

Here we have an employee new to our district who has been on the job for barely a month. And someone has elevated her to General Manager because there's no one else left in our employ whose pay grade mirrors a GM. Other than Susan Herron.

And this new employee is supposed to have the knowledge and expertise to be modifying Ordinance 7? Come on! I might have been born at night. But just **not last night!** These proposed modifications appear to be the handiwork of our Wizard of Oz, Susan Herron. And again. **WHY?** Our problem here is not Ordinance 7. It's Susan Herron. Don't you people get it?

Look at the title of Ordinance 7. "An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District." Are the onerous provisions Ms. Herron is tweaking with germane to Picture Passes and Punch Cards? Of course not!

Moreover, look at the first words of Ordinance 7: "**Be it ordained** by the Board of Trustees of the Incline Village General Improvement District, Washoe County, Nevada, as follows:" **We have no power whatsoever to ordain anything!** Take a deep dive into NRS 318. Where does it say GIDs have the power to "ordain" anything? Or pass any rules and regulations which are the equivalent of legislation? Where does Dillion's Rule open the door to proposed action such as this? The answer is nowhere! What you really need to do is rescind Ordinance 7 because GIDs have no jurisdiction to be taking actions such as these!

Or let me say it a bit differently. Take a look at the County Code when it speaks to inappropriate conduct at county facilities. Or county recreation facilities. Or county employees. The County has nothing even remotely similar to our Ordinance 7. And unlike us, the County has the power to legislate and pass laws for the general health, safety and welfare of its residents and guests! What the County provides is that if there is some violation of law taking place on county facilities, law enforcement shall be contacted and then it's up to them to issue citations and invoke the jurisdiction of our courts. But not here! We're trying to bypass all of these provisions and allow unelected venue managers to make up their own rules, and then mete discipline.

### What type of society are we living in? When did we turn into Big Brother?

Moreover, Ms. Crocker's staff memo states that she is seeking approval "in accordance to the NRS 237." Who told her to come up with this one? NRS 237 has no application to this matter. Because NRS 237 addresses local governments involved in businesses, and pursuant to NRS 237.040(1), the term "business" means any trade or occupation **conducted for profit.** If you disagree Ms. Crocker, what precise provision of NRS 237 do you contend is applicable and appropriate here? If Ms. Crocker had been here for a while, she would realize that NONE of our businesses are conducted for profit. In

fact, isn't that what Whiner Riner told us? GIDs don't exist to make a profit! So why are you relying upon NRS 237? Bueller? Bueller?

Further, NRS 237.060(1)(a) defines "rule" as "an ordinance by the adoption of which the governing body of a local government **exercises legislative powers.**" But if Ms. Crocker had been here for a while, she would understand what a GID really is. A limited purpose special district that has no power to exercise legislative powers. Just look at NRS 318. Therefore, Ordinance 7 is not a rule!

And to demonstrate these provisions have no bearing to the matter at hand, listen to NRS 237.080(1): "Before a governing body of a local government adopts a proposed rule (here Ordinance 7), the governing body or its designee must make a concerted effort to determine whether the proposed rule will impose a direct and significant economic **burden upon a business or directly restrict the formation, operation or expansion of a business.** (Thus) the governing body of a local government or its designee must notify chambers of commerce, trade associations or owners and officers of businesses which are likely to be affected by the proposed rule that they may submit data or arguments to the governing body or its designee as to whether the proposed rule will: (a) Impose a direct and significant economic burden upon a business; or (b) Directly restrict the formation, operation or expansion of a business." Has Ms. Crocker notified chambers of commerce, trade associations or owners and officers of businesses which are likely to be affected? Assuming no, why is this matter before the Board? A knowledgeable GID Director would know this. **Wouldn't she?**

Finally, let me reference what I believe to be just a couple of stupid, stupid changes which warrant **disregard of all of this nonsense.**

Sec. 100: "While this Ordinance has been prepared primarily for IVGID's recreational facilities, **it is also applicable to its Public Works and Administrative facilities as well,** such that should an abuse occur that is defined below, at Public Works, and the customer and/or guest is a recreational pass holder, **their privileges may be suspended.**" Translation: say something abusive about one or more of our wonderful employees at a public Board meeting held at the admin building, and you're opening yourself up to the loss of your so called recreation privileges. What?

Sec. 102: "Profanity. The use of profanity (see Definitions below) demonstrates poor manners. And, although it is not in IVGID's purview to legislate manners, chronic profane language and/or gestures may negatively impact IVGID's customers' enjoyment. Therefore, chronic profane language and/or gestures made in the vicinity of IVGID's residents and/or guests who take offense at such language/gestures may result in a suspension of recreational privileges (maybe venue specific and/or all recreational venues i.e. golf, ski, parks, etc.)." Profanity? Poor manners? Are you for real? If someone doesn't like my gestures, behavior or speech, you're going to take away my public recreation access? And you're going to continue to charge me Rec Fees notwithstanding I no longer have recreation privileges available to me? **What's wrong with you people?**

Where is the "abuse...defined below?" I can't find it. Can you?

Where is the "profanity (see Definitions below)?" Again, I can't find it. Can you?

And let's assume for purposes of argument we can find abuse and profanity. And regulate its use. How come your wonderful staff don't incorporate applicable provisions of the NRS which provide for judicial review? That's right. After your wonderful staff complete the disciplinary review provisions of sec. 103(c)(2) or Ordinance 7 ("Within twenty (20) business days of the Alleged Violator's notice of appeal letter, the General Manager shall hear the Alleged Violator's appeal...The General Manager shall render his/her written decision...The General Manager shall advise the Alleged Violator...of the Alleged Violator's right to appeal the General Manager's decision to the District's Board of Trustees....The Board of Trustees shall hear the Alleged Violator's duly agendized appeal at the Board's next regularly scheduled public meeting...The Board shall render its decision at this hearing...**The Board's decision is final,**" it turns out the BOT's decision is **not final!**

I'm not going to go through every part of NRS 233B, but let me simply state that NRS 233B.130(1) states that "Any party who is: (a) Identified as a party of record by an agency in an administrative proceeding; and (b) Aggrieved by a final decision in a contested case, **is entitled to judicial review**

**of the decision."** Now why wouldn't you let aggrieved residents know that the Board's decision is **NOT** final. And that at the end of the day, a higher power will be reviewing the impermissible conduct of this GID?

**This view of the District by Susan Herron must be eliminated forthwithly. How dare her.** What you really should be doing is terminating her employ. Rather than entertaining this nonsense. Ms. Crocker cannot have these views having only been on the job for 4 weeks. Please. Please. Recognize what's going on here for what it really is, **AND KILL IT!**

Finally, and do I really need to remind the Board of this? This District has so much on its plate at the moment, that stupid proposed revisions to stupid "ordinances" when in truth and in fact are not ordinances at all, must take a back seat to far more pressing matters. All business like this should be deferred until the new Board takes office 4+ months from now. Especially given the fact Ordinance 7 deals with beach access and the beaches are about to close/be unstaffed for the remainder of the year. Irresponsible behavior like what I describe above is evidence of the fact **the District is not being properly managed.**

**Remove this matter from the general business calendar and do not set it for public hearing!**

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL AUGUST 28, 2024  
MEETING – AGENDA ITEM G(2) – GUESS WHO'S OUR GM NOW THAT  
BOBBY MAGEE HAS BREACHED HIS EMPLOYMENT CONTRACT?**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District. This time it's someone's selection of an employee of but an handful of weeks to be the District's temporary General Manager. Can this be for real? Yes it can. And that's the purpose of this written statement.

**My August 25, 2024 E-Mail to The Board<sup>2</sup>:** On August 25, 2024 I sent the Board an e-mail wherein I outlined how who was supposed to be our GM, Bobby Magee, had breached his employment contract and left the District high and dry so to speak, necessitating assignment of a new GM, and how someone unknown had undertaken this task. Welcoming new employee Karen Crocker as our new GM. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "A."

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated, and deceitful staff get replaced by even more unqualified, more incompetent and more over compensated, and more deceitful staff. Engaging in activities having nothing directly to do with furnishing facilities for public recreation, yet costing local parcel owners dearly insofar as their Recreation ("RFF")/Beach ("BFF") Facility Fees are concerned. As I've pointed out so many times before, these examples are all the "red flags" of a criminal syndicate<sup>3</sup>. And you wonder why your RFF and BFF continue as involuntary subsidies, and are as high as they are? Now I've provided more evidence.

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees (for the)...district is not complying with the provisions of...any...law;" when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as

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

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

the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court...for the appointment of a receiver... or, (d) determine by resolution that management and organization of the district will remain unchanged?" Don't you think the time has come to become fiscally responsible by having the county assume supervision and jurisdiction over the district?

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

## EXHIBIT "A"



## August 28, 2024 IVGID BOT Meeting - Agenda Item G(2) - Guess Who's GM Now?

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**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, Mick <homan4ivgid@gmail.com>, Michelle <jezycki4ivgid@gmail.com>, harry <harryswenson4ivgidtrustee@gmail.com>  
**Subject:** August 28, 2024 IVGID BOT Meeting - Agenda Item G(2) - Guess Who's GM Now?  
**Date:** Aug 25, 2024 11:51 AM

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Chairperson Schmitz, other Honorable Members of the IVGID Board, and trustee candidates Mick, Michelle and Harry:

You just can't make this stuff up! **UNBELIEVABLE!**

So I begin reading this staff memo and what immediately jumps out? Our new Parks and Recreation Director, Karen Crocker, is now our "Acting District General Manager." **What?**

I'm going to have more to say about Ms. Crocker very soon, but she's only been on the job for barely a month! She likely doesn't even know the way to our Admin Bldg, and she's acting GM? With a commensurate increase in salary to over \$220K annually? Just look at pages 480-81 of the Board packet for this meeting and the words of wisdom coming from attorney Sergio: "Additional compensation is typically paid to employees performing work out of class. During the last period of time when the Board appointed an existing employee to serve as Interim General Manager for an extended period of time, the Board provided a temporary salary increase for the duration of service as the Interim General Manager, based on a \$220,000 annual salary figure (paid in installments). The Board should consider providing a similar increase in this instance." **Are you people crazy?** I know you are! But I'm giving you the opportunity to prove me wrong.

This women (who I now officially assign the name "Betty Crocker") knows nothing about our Ordinance 7 [see agenda item G(1)]. And she's pushing further modifications?

What happened to Bobby Magee? He's still our GM, isn't he? Until October 5? We haven't entered into a separation agreement with him. Right? What happened to Mr. Gough? I thought he was Bobby's handpicked successor?

"Betty" knows nothing about the many dwelling unit owners who are and are not paying the RFF/BFF, and she's giving you a report on punch cards [see agenda item E(5)] as if she knew something?

Look at agenda item G(3). An admitted **finance matter**, and who's presenting the staff memo? You got it! Parks and Recreation expert Betty Crocker! What happened to our Ass't Finance Director Adam Cripps? What about high school educated comptroller Vicky Nye (after all she was competent enough to sign an engagement letter with our proposed auditor. Right)?

And now chiming in on "Budgeting and Fiscal Management?" I wholeheartedly agree the District requires fiscal management. But coming from "Betty" who's only been on the job for barely a month? Can you all say along with me Bueller? Bueller?

And now this! What the heck is going on here? We all know what my friend DJ Kahled would tell us. Don't we?

Again I point to NRS 318.515. Does anyone really believe that the District is being professionally managed? If not, why won't your Board members notify the Washoe County Board of Commissioners that it's time to take over this "experiment" we know as IVGID?

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL AUGUST 28, 2024  
MEETING – AGENDA ITEM E(5) – STAFF'S PICTURE PASS AND PUNCH  
CARD REPORT WHICH FAILS TO IDENTIFY THE HUNDREDS IF NOT  
THOUSANDS OF LOCAL PARCELS/DWELLING UNITS WHICH ARE  
ESCAPING THEIR FAIR SHARE OF RECREATION (“RFF”) AND  
BEACH (“BFF”) FACILITY FEES**

**Introduction:** Well here's yet “another one” as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District. This time it's our staff's negligent report on Picture Passes and Punch Cards, and their associated parcel's/dwelling unit's failure to be assessed the RFFs/BFFs they should be assessed. Because of our inability to properly manage ourselves. And that's the purpose of this written statement.

**My August 25, 2024 E-Mail to The Board<sup>2</sup>:** On August 25, 2024 I sent the Board an e-mail wherein I outlined the many parcel types not being assessed their proper fair share of RFFs/BFFs that new employee Karen Crocker represented were not due because they were exempt parcels owned by IVGID, Washoe County, or the federal government. This was and are reasons why the District is not being properly managed. Rather than recounting the substance of my comments, I refer the reader to said Exhibit “A.”

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated, and deceitful staff get replaced by even more unqualified, more incompetent and more over compensated, and more deceitful staff. Engaging in activities having nothing directly to do with furnishing facilities for public recreation, yet costing local parcel owners dearly insofar as their RFF/BFF are concerned. As I've pointed out so many times before, these examples are all the “red flags” of a criminal syndicate<sup>3</sup>. And you wonder why your RFF and BFF continue as involuntary subsidies, and are as high as they are? Now I've provided more evidence.

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: “(a) district...is not being properly managed;

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(or, its) (b) board of trustees (for the)...district is not complying with the provisions of...any...law;" when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court...for the appointment of a receiver... or, (d) determine by resolution that management and organization of the district will remain unchanged?" Don't you think the time has come to become fiscally responsible by having the county assume supervision and jurisdiction over the district?

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

## **EXHIBIT "A"**

## August 25, 2024 IVGID BOT Meeting - Agenda Item E(5) - Picture Pass and Punch Card Report

**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, Mick <homan4ivgid@gmail.com>, Michelle <jezycki4ivgid@gmail.com>, harry <harryswenson4ivgidtrustee@gmail.com>  
**Subject:** August 25, 2024 IVGID BOT Meeting - Agenda Item E(5) - Picture Pass and Punch Card Report  
**Date:** Aug 25, 2024 5:18 PM

Chairperson Schmitz, other Honorable IVGID Board members, and trustee candidates Mick, Michelle and Harry:

Here our new Director of Parks and Recreation, Karen Crocker, "identifies how many picture passes and punch cards have been issued per individual parcel owner," and sets forth "a summary of parcels which include Recreation and Beach Fees." Presumably to determine if everyone who should be paying a RFF/BFF is actually paying it.

I have elsewhere complained that this woman has been on the job at IVGID for barely a month, and already, she's speaking with an aura of authority she doesn't possess. Which renders her information not only **false**, but **useless!** And deceives the majority of local parcel owners. And unfortunately, here's another example as my friend DJ Kahled would say!

Ms. Crocker tells us that "as of August 8, 2024, there (we)re 9,237 parcels in the district's Capstone data base" (a database created by incompetents), and that "out of these 9,237 parcels, 1,372 parcels do not pay any fee. (And) **these parcels are (allegedly) owned by IVGID, Washoe County or the State of Nevada.**"

Well you're wrong Ms. Crocker. Which means you shouldn't be speaking with authority, when you really don't know what you're talking about.

First let's examine Board Policy 16.1.1. Here we are told that "the Board of Trustees has adopted th(is)...policy relating to the establishment...eligibility (**and responsibility**) to pay the Recreation Fee ('RFF') and, where applicable, the Beach Fee ('BFF')." Policy 16.1.1.1.0 tells us "the Incline Village General Improvement District will charge the prescribed Recreation Fee, and if applicable the Beach Fee, **to all qualifying real properties** in one of the following categories: **All dwelling units** on developed residential parcels; **All commercial parcels**; and **All undeveloped residential parcels** which are not designated as unbuildable."

Okay. So what is a "dwelling unit?" According to Policy 16.1.1.2.4, "any building or portion thereof, which contains living facilities with provisions for sleeping, eating, cooking, and sanitation." According to NRS 318.203(4)(a), "a structure that is designed for residential occupancy by one or more persons for living and sleeping purposes, consisting of one or more rooms, including a bathroom and kitchen..."

What is a "kitchen?" According to NRS 318.203(4)(b), "a room, **all or part of which is designed or used for storage, refrigeration, cooking and preparation of food.**"

There are no definitions for "commercial parcels" nor "buildable...undeveloped residential parcels."

So now I am going to give you a small sampling of the many, many parcels/dwelling units which are not paying the RFF/BFF which are **not** owned by IVGID, Washoe County or the State of Nevada as Ms. Cocker represents. BTW, I've shared many of these parcels with former Boards insisting they be charged their fair share which arguably would reduce my RFF/BFF. But being the incompetents they are, it has been like speaking to the wall. Notwithstanding prior boards instructed staff to perform an

audit of all parcels within the District's boundaries to ensure that every one or more was paying its fair share. And here, unlike Ms. Crocker, I'm going to share their owner's name(s) because there's nothing confidential insofar as the same is concerned.

1. 249 Village Blvd. APN 132-221-01. Owner Lamer Tahoe Holdings. Undeveloped buildable parcel (likely commercial). No RFF/BFF.
2. 895 Incline Way. APN 132-221-09. Owner Lamer Tahoe Holdings. Undeveloped buildable parcel (likely commercial). No RFF/BFF.
3. 0 Village Blvd. APN 132-221-11. Owner 36 Properties, LLC. Undeveloped buildable parcel (likely commercial). No RFF/BFF.
4. 775 Fairview Blvd. and 735 Eagle Dr. APN 126-273-04. Owner Donna Buchholz. Two separate SFRs. #1 - 8,947 sq. foot 6BD/5-1/2 BA. #2 - 1,196 sq. foot 2BD/2BA. Only 1 RFF/BFF.
5. 726 Champagne Rd. APN 126-263-04. Owners Charles and Gina Eggert. Two separate SFRs. #1 - 1,003 sq. foot 1BD/1BA. #2 - 3,883 sq. foot 3BD/4-1/2BA. Only 1 RFF/BFF.
6. 16 Calneva Dr. APN 123-041-11. Owners Jeff and James Kelly. Three separate SFRs. #1 - 1,031 sq. foot 2BD/2BA. #2 - 1,292 sq. foot 2BD/2BA. #3 - 1,126 sq. foot 2BD/1-1/2 BA. Only 1 RFF/BFF.
7. 1003 Tahoe Blvd. APN 130-163-31. Owner Rahn Shanti, LLC. 37 unit hotel/motel. Plus, 1,344 sq. foot SFR. Only 1 RFF/BFF.
8. 347 Cottonwood Ct. APN 124-921-22. Owner Ski to Lake Tahoe. Six-plex. 3-1BD, 1-2BD, 2 non-conforming studios. Only 4 RFF/BFF.
9. 120 Country Club Dr. #13. APN 130-180-13. Owner M&M Lake Tahoe, LLC. Commercial mixed/residential duplex. 2,088 sq. foot residence plus attached commercial unit below. Only 1 RFF/BFF.
10. 120 Country Club Dr. #29. APN 130-180-29. Owner M&M Lake Tahoe, LLC. Commercial mixed/residential duplex. 2,088 sq. foot residence plus attached commercial unit below. Only 1 RFF/BFF.
11. 1023 Tomahawk Trail. APN 130-081-05. Owner Kevin Jenkins. Residential attached duplex. In contrast to the above-units, 2 RFF/BFF.
12. 995 Lakeshore Blvd. APN 127-280-02. Owner Incline Hotel. 20,564 sq. foot commercial restaurant (Lone Eagle Grille) plus twelve - 2,656 sq. foot 4-plex "cottages," each with separate kitchenette and bathroom. Only 1 RFF/BFF.
13. 913 Harold Dr. APN 131-450-03. Owner Chadwick Norton. Townhouse condo illegally converted into a duplex with two attached dwelling units each with a kitchen/kitchenette and separate bathroom. Unit #1 - 1,300 sq. foot dwelling unit. Unit #2 - 416 sq. foot basement dwelling unit.

### **Is this enough for starters Ms. Crocker?**

I could, if you paid me, identify hundreds of additional dwelling units which are not paying a RFF/BFF. And this ignores the fact that the very reason hotel/motel rooms were included in the beach deed, whose short term occupants had/have beach access, is because each hotel/motel room was charged a separate RFF/BFF. That is until 1982. When mysteriously, the entire Hyatt Hotel, Incline Lodge, Biltmore Hotel, Cal Neva Hotel were assessed one RFF/each, and where applicable, one BFF each. When you take away the one RFF/BFF each, you take away the right of short term occupants to claim recreation privileges. Including beach access.

Finally, I call your attention to NRS 318.203 which provides that,

1. If an(y)...person has a reasonable belief that a dwelling unit exists that is not currently being charged for services provided by a general improvement district in a county whose population is less than 700,000, the...person may submit an affidavit to the board of trustees of the district, setting forth the facts upon which the employee or other person bases his or her belief...
2. If a board of trustees receives an affidavit described in subsection 1, the board may set a date for a hearing to determine whether the unit referenced in the affidavit is being used as a dwelling unit...
3. If, after the hearing, the board determines that the unit referenced in the affidavit submitted pursuant to subsection 1 is being used as a dwelling unit, the board may adopt a resolution by the

affirmative votes of not less than two-thirds of the total membership of the board to charge the owner pursuant to NRS 318.197 for the services provided by the district to the dwelling unit."

In the past I have filed such affidavits with the BOT and **NEVER** has it done any of the above. Nor have our wonderful staff. **NEVER**. Because both don't care about doing the right thing. Or making everyone pay his/her fair share. Whatever the rationale in favor of the RFF/BFF, it applies equally to all of those who are escaping assessment/collection.

Your wonderful staff is costing us hundreds of thousands of dollars annually! And why?

So Ms. Crocker. Now you see that you have quite a bit to learn about our community. And the RFF/BFF which is allegedly assessed to cover the costs of the recreation facilities and services furnished under your supervision. And you have a glimpse into the dysfunctional place you recently decided to be your employer. Congratulations!

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL AUGUST 28, 2024  
MEETING – AGENDA ITEM G(11) – POSSIBLE RECRUITMENT OF A  
NEW FINANCE DIRECTOR, AND ASKING WASHOE COUNTY TO  
ASSIST IN THIS ENDEAVOR AT LOCAL PARCEL OWNERS'  
EXPENSE**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District. This time it's our belated search for a new Finance Director, and possible request for assistance from Washoe County. Rather than request for taking over the District because of our inability to properly manage ourselves. And that's the purpose of this written statement.

**My August 26, 2024 E-Mail to The Board<sup>2</sup>:** On August 26, 2024 I sent the Board an e-mail wherein I outlined the many reasons why the District is not being properly managed. Augmented by the fact that more than a year has lapsed since our last Finance Director (Paul Navazio) resigned, and yet we had done nothing to find his replacement. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "A."

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated, and deceitful staff get replaced by even more unqualified, more incompetent and more over compensated, and more deceitful staff. Engaging in activities having nothing directly to do with furnishing facilities for public recreation, yet costing local parcel owners dearly insofar as their Recreation ("RFF") and Beach ("BFF") Facility Fees are concerned. As I've pointed out so many times before, these examples are all the "red flags" of a criminal syndicate<sup>3</sup>. And you wonder why your RFF and BFF continue as involuntary subsidies, and are as high as they are? Now I've provided more evidence.

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees (for the)...district is not complying with the provisions of...any...law;"

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

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

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



when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court...for the appointment of a receiver... or, (d) determine by resolution that management and organization of the district will remain unchanged?" Don't you think the time has come to become fiscally responsible by having the county assume supervision and jurisdiction over the district?

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

## **EXHIBIT "A"**

## August 28, 2024 IVGID BOT Meeting - Agenda Item G(11) - Review, Discuss, and Possibly Direct Staff to Begin Recruitment of a Director of Finance, etc.

**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, Mick <homan4ivgid@gmail.com>, Michelle <jezycki4ivgid@gmail.com>, harry <harryswenson4ivgidtrustee@gmail.com>  
**Subject:** August 28, 2024 IVGID BOT Meeting - Agenda Item G(11) - Review, Discuss, and Possibly Direct Staff to Begin Recruitment of a Director of Finance, etc.  
**Date:** Aug 26, 2024 1:23 PM

Chairperson Schmitz, other Honorable members of the IVGID Board, and Trustee candidates Mick, Michelle and Harry:

Well this one is really comical. Actually, it's sickening. And yes, it's "another one" as my friend DJ Kahled would say!

Trustee Tulloch wants us to ask the County to assist us in procuring "an interim Finance director familiar with NRS Finance requirements." What he's really telling us is that unless the County provides a lifeboat for us, **THE DISTRICT IS DEAD!** Got that Mick, Michelle and Harry? **WE'RE DEAD!**

Listen to Trustee Tulloch's litaney of facts in support of this conclusion. And remember, these are (mostly) **HIS** words. **NOT** mine.

1. We lost our previous GM, Indra Winqest, **more than a year ago!** I think it was June of 2023;
2. Shortly thereafter, we lost our previous Director of Finance;
3. As a temporary stop gap measure, we secured an interim finance director, Bobby Magee;
4. Mr. Magee immediately discovered that our Finance Department was seriously understaffed, and in a woeful state of dysfunction;
5. Attempts to find a replacement GM were unsuccessful. Instead we relied upon a band aid "in house" fix;
6. Overspending assigned to finance went through the roof;
7. Mr. Magee was then convinced by our Board Chairperson to become our new GM;
8. Meanwhile, Mr. Magee hired a completely ill equipped and incompetent Ass't Finance Director, Adam Cripps. Mr. Cripps was and is incompetent for this role because of the following: a) his college education was obtained online, ala Trump University (no it wasn't Trump University, but it was the moral equivalent); b) he didn't even receive a degree in finance; c) yet his first post-degree job was with the City of Victorville where he had the very junior position of "finance technician;" d) and his boss was...surprise...Bobby Magee; e) after two years on the job, he was promoted to senior accountant; f) and then he was hired by Mr. Magee to come work here; g) without the benefit of a CPA, or any direct experience with the NRS or finance reporting requirements noted at NRS 354; h) while on the job he violated several NRS including the willful refusal to create a central service cost allocation plan to permit transfers to be made to our General Fund from our enterprise funds, and his willful refusal to attest our alleged central service cost allocation plan in the form mandated by the NAC; i) and when confronted with public criticism, he apparently elected to take a voluntary "leave of absence" rather than take the heat. After a scant several months on the job no less; j) and now he's apparently gone forever. He failed to attend a Committee on Local Government Finance ("CLGF") meeting which had agendized the District's failure to secure an audit for 2022. He failed to sign an engagement letter with our auditor for 2023; k) because now he's gone, there's no one in charge of our finance department;
9. Then after being on the job of GM for a matter of weeks, Mr. Magee tendered his resignation effective October 4 +/- . The reason being he knew our District was dysfunctional and in trouble before he took the job. He just didn't know how dysfunctional and how in trouble.
10. And now Mr. Magee has chosen to depart sooner than October 4. He's now essentially gone. Along with his sidekick;

11. Leaving a lowly controller in charge who has no knowledge nor skills to be running our finance department. And she's overwhelmed to boot;
12. Meanwhile we have "the urgent need to address the issues identified in the recent (RubinBrown) due diligence audit. Mr. Magee represented to the CLGF he would be filing a written response on August 29. But since he is gone, obviously, he won't be able to satisfy his representation;
13. And as aforesaid, we weren't able to secure an audit of our 2022 financials;
14. And it looks as if we won't be able to secure an audit of our 2023 financials, at the very least in a timely manner, notwithstanding Mr. Magee has misrepresented the contrary to the CLGF;
15. And as a result of the above, we've **lost** our prestigious Certificate of Excellence in Financial Reporting issued by the GFOA;
16. We still don't have an engagement letter signed with our auditor for the 2023 audit, and the odds are now very good that DavisFarr will **refuse** to perform our 2023 audit even if we sign that engagement letter;
17. All of this "creates a serious risk to the District without a qualified Director of Finance in place;"
18. And it turns out we haven't even budgeted for a replacement Director of Finance. "There is now some concern that this funding may not have been included in the final General Fund budget submitted to the State. This is still being investigated" according to Trustee Tulloch;
19. "Given the **urgent criticality** of this position, if this funding has not been provisioned it will be necessary to identify a source either through savings elsewhere in the General Fund or through a budget augmentation if this is allowed by the State. The projected fully loaded financial impact of this proposal is in the range of \$200-\$250K for the current FY;"
20. And this would be in addition to the fully burdened cost of a new Finance Director (which with benefits I would estimate at \$350K or more annually), plus an executive search firm to assist in finding this person (which I would estimate at a cost of \$50K or more). And where will the money come from given we intentionally budget to overspend in our General Fund?
21. "Even with an accelerated recruitment process to identify a Director of Finance candidate with the necessary skills and experience it is likely to take 2-3 months for the District to be able to fill this role which materially increases the risk exposure;"
22. Remember, our audited financials are due at the end of November and we haven't even signed an engagement letter;
23. And remember, we don't even have a GM! And we've in essence lost our Ass't Finance Director. And we don't have a Golf GM. Nor a Food and Beverage Director. Nor a Rec Center GM. **We're totally dysfunctional!**
24. And for this reason, "filling this role urgently is now **mission critical** to ensure financial compliance and **sustainability** of the District."

**WOW!**

Trustee Tulloch tells us "there is opportunity under NRS for the District to request Washoe County to provide assistance with an interim resource." He doesn't tell us the NRS, but I will! It's NRS 318.098 and here's what it says:

- "1. The board of trustees of any district may request, in writing, **assistance** from any elected or appointed officer of the county in which the district is located.
2. (But) the officer shall furnish the requested assistance, (only) **after an agreement has been reached** concerning the amount of money which the board of trustees shall pay for the assistance."

**Do you people grasp the seriousness of all of the above?**

Would you now agree with me that the "district of which the board of county commissioners is not the board of trustees **is not being properly managed?** If so, we've satisfied the pre-requisite of NRS 318.515(1)(a) to request corrective action from Washoe County!

So I say NO to NRS 318.098 assistance. It's not enough! NRS 318.515 instructs we need to "hold a hearing (before the County Board of Commissioners) to consider" whether to:

- "(a) Adopt an ordinance constituting the board of county commissioners, *ex officio*, as the board of trustees of the district;
- (b) Adopt an ordinance providing for the merger, consolidation or dissolution of the district pursuant to NRS 318.490 to 318.510, inclusive;
- (c) File a petition in the district court for the county in which the district is located for the appointment of a receiver for the district; or
- (d) Determine by resolution that management and organization of the district will remain unchanged."

Don't like these options? Well let's go full bore into NRS 318.490 which instructs:

That "1...whenever a majority of the members of the...board of trustees of a district, by resolution pursuant to subsection 3, agrees to such a merger, consolidation or dissolution, the board of county commissioners shall so determine by ordinance, after there is first found, determined and recited in the ordinance that: (a) All outstanding indebtedness and bonds of all kinds of the district have been paid or will be assumed by the resulting merged or consolidated unit of government. (b) **The services of the district are no longer needed or can be more effectively performed by an existing unit of government.**

2. The county clerk shall thereupon certify a copy of the ordinance to the board of trustees of the district and shall mail written notice to all property owners within the district in the county, containing the following:
- (a) The adoption of the ordinance;
- (b) The determination of the board of county commissioners that the district should be dissolved, merged or consolidated; and
- (c) The time and place for hearing on the dissolution, merger or consolidation.

NRS 318.500 instructs that "at the place, date and hour specified for the hearing...the board of county commissioners shall give full consideration to all protests which may have been filed and shall hear all persons desiring to be heard and shall thereafter adopt either the final ordinance of dissolution, merger or consolidation or an ordinance determining that it shall not be dissolved, merged or consolidated."

These are your options. I've been telling you Board members for some time that it's time to close shop and give all of our obligations and responsibilities to the County. And the reason why, in large part, are Mick's beloved core golfers. Don't believe me Mick? As my good friend Hulk Hogan says,

"So whatcha gonna do about (this mess now) brother?"

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL AUGUST 28, 2024  
MEETING – AGENDA ITEM F(2) – OUR PUBLIC WORKS DIRECTOR'S  
IMPROPER AGENDIZING OF A CHANGE ORDER FOR THE ALDER  
AVE. WATER MAIN PROJECT ON THE CONSENT CALENDAR,  
COMBINED WITH THE INABILITY TO NEGOTIATE CREDITS  
FOR UNNECESSARY DIGGING ASSOCIATED WITH  
INSTALLATION OF AN ADDITIONAL AIR  
RELEASE VALVE**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District. This time it's our wonderful Public Works Director's failure to adhere to Board Policy, and demonstrating an inability to negotiate reasonable credits for the public associated with a project change order. And that's the purpose of this written statement.

**My August 28, 2024 E-Mail to The Board<sup>2</sup>:** On August 28, 2024 I sent the Board an e-mail wherein I recited how our Director of Public Works had ignored Board Policy 3.1.0, and had demonstrated an inability to negotiate necessary credits in a project change order as a result of less digging than originally contracted. And this wasn't the first instance of Ms. Nelson's less than competent behavior! Rather than recounting the substance of my comments, I refer the reader to Exhibit "A."

**Staff's August 28, 2024 Response Attempting to Belatedly Provide The Missing Material Contract Documents:** Staff must agree with me that Kate Nelson's placement of this matter on the Consent Calendar did not comply with Policy 3.1.0. Because at 12:02 P.M., the very afternoon of the subject Board meeting, I received an e-mail from the Board's Clerk advising me that the missing project contract had been added to the materials relevant to tonight's meeting<sup>3</sup>. As if this cured Ms. Nelson's violation of Board Policy. Which it didn't! Because said Policy instructs that "no matter shall be heard or acted upon **without all accurate and relevant materials being published with the initial publication of the Board Packet.** (And) if materials are inaccurate or missing, **(as they were here), the agenda item will be deferred (because) delayed and/or supplemental materials shall defer an agenda item.** Simply stated, staff's "Johnny-come-lately" response to Ms. Nelson's initial Policy 3.1.0 deficiencies, are too little, too late!

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

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

<sup>3</sup> That e-mail is attached as Exhibit "B" to this written statement.

**Moreover, Consider That The Work Under The Proposed Change Order Has *Already* Been Completed:** Which is important because ¶9.07 of the contract instructs that our “responsibilities with respect to Change Orders are set forth in Article 11.” So moving on to Article 11:09(B)(1), we see that our “contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.” Whether or not this took place, the reader can see that such language was stricken from the contract.

But Article 11:09(B)(4) has not been stricken from the contract. And this Article states that “will conduct a full review of each Change Proposal and...either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor.” So **where is the writing?** Apparently that too has been omitted from the Board packet. Yet the work has apparently been completed. And even as of now, no change order has been entered into by staff. Isn't it a bit late to be asking for change order approval?

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated, and deceitful staff get replaced by even more unqualified, more incompetent and more over compensated, and more deceitful staff. Engaging in activities having nothing directly to do with furnishing facilities for public recreation, yet costing local parcel owners dearly insofar as their Recreation (“RFF”) and Beach (“BFF”) Facility Fees are concerned. As I've pointed out so many times before, these examples are all the “red flags” of a criminal syndicate<sup>4</sup>. And you wonder why your RFF and BFF continue as involuntary subsidies, and are as high as they are? Now I've provided more evidence.

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

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

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<sup>4</sup> NRS 207.370 instructs that “criminal syndicate means any combination of persons, so structured that the organization will continue its operation even if individual members enter or leave the organization, which engages in or has the purpose of engaging in racketeering activit(ies).”

## **EXHIBIT "A"**



## August 28, 2024 IVGID BOT Meeting, Agenda Item F(2), Proposed Approval of Change Order #1 for the Alder Avenue Water Main Replacement Project - On The Consent Calendar No Less!

**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, Mick <homan4ivgid@gmail.com>, Michelle <jezycki4ivgid@gmail.com>, harry <harryswenson4ivgidtrustee@gmail.com>  
**Subject:** August 28, 2024 IVGID BOT Meeting, Agenda Item F(2), Proposed Approval of Change Order #1 for the Alder Avenue Water Main Replacement Project - On The Consent Calendar No Less!  
**Date:** Aug 28, 2024 12:01 AM

Chairperson Schmitz, Other Honorable Members of the IVGID BOT, and trustee candidates Mick, Michelle and Harry -

Well here's another one as my friend DJ Kahled would say.

Here Kate Nelson tells us we need to approve a \$52,913.35 change order to a contract entered into on April 10, 2024 because unexpectedly, the contractor ran into underground boulders. Listen to Ms. Nelson: "During trench excavation, many large boulders were encountered within the pipe alignment that required removal to accommodate the new pipe. Removing these boulders resulted in increased trench dimensions, as the removal of the boulders undermined the existing road section and required significant widening of the trench. Boulders are considered typical within the Tahoe subsurface. However, the amount encountered on this project exceeded typical expectations" and for this reason, Ms. Nelson tells us this add on is permissible and "allowed for in the original contingency amount."

Okay. So wouldn't one want to refer back to the original contract to confirm the language providing for this change order? Giving Ms. Nelson the benefit of the doubt, **obviously she didn't!** Because if she had, she would have discovered at agenda item G(2) that this subject **wasn't** even discussed. In fact to the contrary, listen to the contractor's representations of fact:

"Contractor has considered the information...commonly known to contractors doing business in the locality of the site (and) information and observations obtained from visits to the site...based on the information and observations referred to (above)...**contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the contract price**" (see page 255 of the Board packet for the April 10, 2024 meeting).

**WOW!** So what's the contractual justification for this \$52,913.35 change order? Bueller? Bueller?

In fact, staff asked for installation of an Additional Air Release Valve @ \$4,765/Assembly = \$4,765! Okay. What about the SAVINGS in less digging than bid because of installation of this additional valve? A complete absence of business and negotiating skills. Because she thinks and acts like an engineer. When she's in a job that requires her to manage a business and exercise negotiating skills.

Moreover, why isn't this contract included in the Board packet materials for this meeting? After all, doesn't Policy 3.1.0.4 instruct that "No matter shall be heard or acted upon **without all accurate and relevant materials being published with the initial publication of the Board Packet**. If materials are inaccurate or missing, the agenda item will be deferred."

Why hasn't this agenda item been deferred given **all relevant materials have not been included in the initial publication of the Board packet?**

Finally, this item is on the Consent Calendar. Accordingly, pursuant to Policy 3.1.0.4 again, "A memorandum containing all relevant information will be included in the packet materials for each Consent Calendar item. **The memorandum should include the justification as a consent item in the Background Section.**" Okay. So I went to the "background section" of the staff memo in support

of this agenda item and where is the justification for including this item on the Consent Calendar? Bueller? Bueller? It's **NOT THERE!**

Ms. Nelson is a Director. And she doesn't understand Board Policy on including items for action on the consent calendar? **What's wrong with you people?**

This isn't the first episode of Ms. Nelson's incompetence. Let's take a stroll down memory lane. As I brought to the BOT's attention on August 26, 2024,

1. Ms. Nelson was one of the participants in a meeting including Mr. Duffield's representative for the possible Rec Center expansion project. That was the meeting where Mr. Duffield's representative allegedly informed all present that unanimous approval of his boss' scaled back project plan revisions was a necessity for his boss' donation.
2. Yet at the public Board meeting which followed, where Indra asked Ms. Nelson to present **all** of the facts surrounding approval of Mr. Duffield's scaled back plan revisions, she conveniently failed to share with the Board and the public that Mr. Duffield required unanimous scaled back plan approval. Even though his foundation had already entered into a contract which required no scaled back plans.
3. We all know what happened afterwards. All because Ms. Nelson failed to satisfy her obligation to share these material facts with the Board and the public. This was intentional malfeasance. And IMO grounds for immediate termination.
4. Then we had the Mt Golf Course cart pathway replacement project fiasco. Ms Nelson was responsible for project management. The applicable construction contract required installation of a rock base. But Ms. Nelson didn't do her job. Again. She chose not to manage this aspect of the project as if who would be the wiser? Subsequently, a local resident discovered the required rock had not been installed. Ms. Nelson then worked with the engineer, **to her employer's detriment**, to secure approval to substitute ground up recycled asphalt for rock. And the public ended up paying the engineer's additional fees to boot!
5. Then we had the Diamond Peak Base Lodge kitchen remodel disaster. You'll recall that according to our contractor, he neglected to include the cost of appliances in his accepted bid. And rather than sticking to the four corners of the contract, just like Ms. Nelson neglected to do with the cart pathway replacement project referenced above, she argued the public should pay hundreds of thousands of dollars more! **To her employer's detriment**. Again!
6. On the agenda for this meeting, we see that Ms. Nelson has put in a change order request on the consent calendar, and not in compliance with Board Policy 3.0.1. And even if the merits of the change order request are present, she hasn't even negotiated a credit for the reduced digging which will be required to install an additional release valve. Again. **Zero business or negotiating skills**.
7. Then we have another Rec Center expansion project episode which just begs for Ms. Nelson's termination. Only after former GM Indra was able to get an agreement out of the County for a \$250K grant to be used on the only worthless project the County would agree to; renovation of the skateboard park, did this project show up on the CIP project for 2023-24. But the estimated budget amount was less than \$250K.

So days before the 2024-25 budget was approved by the BOT, Ms Nelson wastes more valuable resources agendizing a request the Board expand the project and the budgeted expense to a whopping \$500K. And how does the Board respond? With a polite **NO THANK YOU**. So how would you expect our employee to accept this "NO" and incorporate it into the budget submitted to the Board for approval? Again she demonstrated her arrogance by slipping the full \$500K she had requested thereinto. And while the BOT was running around like a chicken with it's head cut off to comply with the time limits for passing a budget, good ole Kate Nelson slipped in her \$500K augmented amount. And what is the consequence for this kind of behavior?

So now as the capital committee is considering implementation of this project, everyone is working under the assumption the Board has agreed to spend \$500K. When you see, it really never, never

knowingly agreed to spend more than \$250K. The \$250K which would allegedly be coming from a County grant.

8. Then we have the most recent episode where one of the employees she is charged with supervising was discovered driving recklessly on SR 395 during the IVGID workday. And when I asked for a clarification as to what this employee was doing, and why, she chose to ignore the request. Because it's none of our business.

How many episodes like these do you have to see before you do something? In fact, why was she even elevated to a directorship position? Around here the consequence for incompetence and arrogance is a promotion and pay raise!

And again we see, the District is not being properly managed. How much of this do we have to see before we get the picture? **Please, please turn the District over to the County.**

Respectfully, Aaron Katz

**EXHIBIT "B"**

## Supplemental Material for Board of Trustees Meeting on August 28, 2024 - Supplemental Item F.2. Alder Avenue Water Main Replacement Agreement approved 04.10.2024

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**From:** Heidi White <hhw@ivgid.org>  
**To:** Heidi White <hhw@ivgid.org>  
**Subject:** Supplemental Material for Board of Trustees Meeting on August 28, 2024 -Supplemental Item F.2. Alder Avenue Water Main Replacement Agreement approved 04.10.2024  
**Date:** Aug 28, 2024 12:02 PM  
**Attachments:** [image001.jpg](#)

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\*Please remember: Using the "reply all" feature in this email could constitute a violation of the Nevada Open Meeting Law.

Good Afternoon

I have provided a link to Supplemental Material for tonight's Board of Trustees Meeting, August 28, 2024. That adds the back-up documentation of the BOT Item G2 Water Main Replacement Agreement (approved at the April 10<sup>th</sup> board meeting. That way anyone can find the original construction contract as well as the board approvals for contingency etc.

Here is the link:

[https://www.yourtahoeplace.com/uploads/pdf-ivgid/2024-0410\\_BOT\\_ItemG2\\_Water\\_Main\\_Replacement\\_Alder.pdf](https://www.yourtahoeplace.com/uploads/pdf-ivgid/2024-0410_BOT_ItemG2_Water_Main_Replacement_Alder.pdf)

Please let me know if you require this Supplemental Material to be printed as there are over 300 pages to this document. I will have a few copies printed and available for you and available at the meeting. If you would like to pick-up a physical copy before the meeting please let me know and I will make them available for you.

The Attached document will also be available on the District Website shortly.

Thank you and have a wonderful day.

Respectfully,

Heidi H. White  
District Clerk

Incline Village General Improvement District  
893 Southwood Blvd., Incline Village, NV 89451  
Cell: 775-558-9500 [hhw@ivgid.org](mailto:hhw@ivgid.org)



Email: [hhw@ivgid.org](mailto:hhw@ivgid.org)  
Office: (775)832-1268  
Cell: (775)558-9500

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL AUGUST 28, 2024  
MEETING – AGENDA ITEM C – PUBLIC COMMENT – OUR PUBLIC  
WORKS DIRECTOR'S REFUSAL TO SHARE WITH THE PUBLIC  
WHAT OUR EMPLOYEES UNDER HER WATCHFUL EYE  
ARE DOING DURING THE IVGID WORK DAY WHICH  
MAY BE WASTEFUL AS UNRELATED TO THEIR  
PUBLIC JOBS ALL AT LOCAL PARCEL  
OWNERS' EXPENSE**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District. This time it's what our wonderful employees are doing during their IVGID workday which has been questioned by a member of our community. And that's the purpose of this written statement.

**My August 26, 2024 E-Mail to The Board<sup>2</sup>:** On August 26, 2024 I sent the Board an e-mail wherein I recited how our Director of Public Works, was refusing to share important information about our workforce, and how I was required to elevate the matter to the Board's attention. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "A."

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated, and deceitful staff get replaced by even more unqualified, more incompetent and more over compensated, and more deceitful staff. Engaging in possible inappropriate activities having nothing directly to do with furnishing facilities for public recreation and utilities. As I've pointed out so many times before, these examples are all the "red flags" of a criminal syndicate<sup>3</sup>. And you wonder why your Recreation ("RFF") and Beach ("BFF") Facility and Utility Fees continue as involuntary subsidies, and are as high as they are? Now I've provided more evidence.

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees (for the)...district is not complying with the provisions of...any...law;"

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

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

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

when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court...for the appointment of a receiver... or, (d) determine by resolution that management and organization of the district will remain unchanged?" Don't you think the time has come to become fiscally responsible by having the county assume supervision and jurisdiction over the district?

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

**EXHIBIT "A"**



## Re: Clarification Request - Kate Nelson - Update

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**From:** <s4s@ix.netcom.com>  
**To:** "Schmitz Sara" <schmitz\_trustee@ivgid.org>  
**Cc:** "Schmitz Sara" <schmitz\_trustee@ivgid.org>, "Dent Matthew" <dent\_trustee@ivgid.org>, "Tonking Michaela" <tonking\_trustee@ivgid.org>, "Noble Dave" <noble\_trustee@ivgid.org>, "Tulloch Ray" <tulloch\_trustee@ivgid.org>, <ksn@ivgid.org>  
**Subject:** Re: Clarification Request - Kate Nelson - Update  
**Date:** Aug 26, 2024 6:00 PM

---

Chairperson Schmitz and Other Honorable IVGID Trustees -

Well I have been waiting patiently for Kate Nelson to respond with answers to my requests below. And surprise! NOTHING.

Maybe it was wrong of me to expect I would hear back from Ms. Nelson over the weekend. Because it was the weekend. But today? Obviously she has no intent to respond. Because she is an arrogant person who feels she owes the public she works for no explanations. Well I've got news for her. This is one of your job description obligations. It's called customer service. And if you aren't comfortable with fulfilling your job duties, I suggest you go work for Brad Johnson. Or someone like him.

If this were the only negative event surrounding Ms. Nelson, maybe I could give her a break. But it's systemic. And you as a Board won't do anything about it. In fact, you encourage her to act arrogantly because she has been promoted to a directorship. Even though she is not qualified. So to refresh your recollection:

1. Ms. Nelson was one of the participants in a meeting including Mr. Duffield's representative for the possible Rec Center expansion project. That was the meeting where Mr. Duffield's representative allegedly informed all present that unanimous approval of his boss' scaled back project plan revisions was a necessity for his boss' donation.
2. Yet at the public Board meeting which followed, where Indra asked Ms. Nelson to present all of the facts surrounding approval of Mr. Duffield's scaled back plan revisions, she conveniently failed to share with the Board and the public Mr. Duffield's unanimous scaled back plan approval.
3. We all know what happened afterwards. All because Ms. Nelson failed to satisfy her obligation to share these material facts with the Board and the public.
4. Then we had the Mt Golf Course cart pathway replacement project. Ms Nelson was responsible for project management. The applicable construction contract required installation of a rock base. But Ms. Nelson didn't do her job. She chose not to manage this aspect of the project. Subsequently, a local resident discovered the required rock had not been installed. Ms. Nelson then worked with the contractor, to her employer's detriment, in securing approval to substitute ground up asphalt for rock.
5. On the agend for the upcoming August 28, 2024 meeting, we see that Ms. Nelson put a change order request on the consent calendar, not in compliance with Board Policy.
6. And she exercised zero negotiating skills in securing a credit for contracted for digging which wasn't necessary.

I can probably come up with a series of additional examples of Ms. Nelson's less than professional behavior, but hopefully you've got the gist of my criticisms.

So here we have evidence that something inappropriate may be going on at Public Works. And rather than getting to the truth, this is the way she treats members of the public.

I am asking you as a Board get to the truth of the event, and that you report back to the public. You require Ms. Nelson to ferret out the truth, and to report it. And if inappropriate conduct is discovered, that you take action against Ms. Nelson.

This disrespect and arrogance on Ms. Nelson's behalf, should be unacceptable.

Thank you for your cooperation. Aaron Katz

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

From: <s4s@ix.netcom.com>

Sent: Aug 23, 2024 6:54 PM

To: <ksn@ivgid.org>

Cc: Schmitz Sara <schmitz\_trustee@ivgid.org>, Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>

Subject: Clarification Request

Hello Ms. Nelson -

This afternoon during the IVGID workday, at approximately 1:35 P.M., I observed an individual driving an IVGID 4-DR truck on SR 395. The truck appeared to be a Public Works variety vehicle because of the attachments installed to the rear bed, and it had printed on the front door(s) the IVGID name/logo together with "for official use only." The license number of the vehicle was Nevada exempt #82895.

The vehicle was being driven in excess of the posted speed limit at between 75-80 mph. When the driver applied the vehicle's brake, the left rear brake light was not operational, whereas the right rear brake light was. The driver exited SR 395 at Second St., and made a right turn heading towards Sparks. Since we were making a left turn on Second St. heading towards Renown Hospital, I can't tell you where the driver went thereafter.

Please share with me what "official (IVGID) use" this driver was engaged in heading towards Sparks this afternoon. And was this use approved ahead of time by his superior?

Thank you for your cooperation. Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL AUGUST 28, 2024  
MEETING – AGENDA ITEM E(4) – OUR TREASURER'S REPORT FOR  
THE LAST MONTH WHICH REVEALS WE'RE PAYING THE BOARD'S  
ATTORNEY \$61,378 PER MONTH FOR VITAL SERVICES SUCH  
AS DRAFTING AN EMPLOYMENT CONTRACT WITH OUR  
IMMEDIATE PAST GM WHICH PROTECTS HIM SHOULD  
WE UNJUSTLY TERMINATE HIS EMPLOY, YET DOESN'T  
PROTECT THE PUBLIC SHOULD OUR EMPLOYEE  
COMMIT THE SAME WRONG**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District. This time it's the attorney's fees we're spending with Sergio and Co. for such vital work as an employment agreement with GM Bobby Magee which we now see protected him to the nth degree, while providing no protection to the public. After only a handful of months on the job, and Mr. Magee's decision to terminate his employ. Without providing the minimum advance notice required by that contract. And that's the purpose of this written statement.

**My August 27, 2024 E-Mail to The Board<sup>2</sup>:** On August 27, 2024 I sent the Board an e-mail wherein I objected to the attorney's fees we've been paying attorney Sergio, and the less than professional services he has been providing – in particular the employment agreement he negotiated and drafted for former GM Bobby Magee. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "A."

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated staff get replaced by even more unqualified, more incompetent and more over compensated staff. And now it's not just staff? It's the Board's attorney who is working for staff and excessively billing us for his efforts. No effort to eliminate wasteful expenditures like this one having nothing directly to do with furnishing facilities for public recreation and utilities. As I've pointed out so many times before, these examples are all the "red flags" of a criminal syndicate<sup>3</sup>. And

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

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

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

you wonder why your Recreation ("RFF") and Beach ("BFF") Facility Fees continue as involuntary subsidies, and they are as high as they are? Now I've provided more evidence.

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

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

**EXHIBIT "A"**

## August 28, 2024 IVGID BOT Meeting - Agenda Item C - Public Comment - Re: Supplemental Material for Board of Trustees Meeting on August 28, 2024 - Item E.4. Treasurers Report for June 2024 (Includes July Monthly Financial, and District Performance Reports )

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**From:** <s4s@ix.netcom.com>  
**To:** <cfdobler@aol.com>  
**Cc:** Sara Schmitz <schmitz\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Matthew Dent <dent\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Michelle <jezycki4ivgid@gmail.com>, Mick <homan4ivgid@gmail.com>, Harry <harryswenson4ivgidtrustee@gmail.com>  
**Subject:** August 28, 2024 IVGID BOT Meeting - Agenda Item C - Public Comment - Re: Supplemental Material for Board of Trustees Meeting on August 28, 2024 - Item E.4. Treasurers Report for June 2024 (Includes July Monthly Financial, and District Performance Reports )  
**Date:** Aug 27, 2024 11:14 PM  
**Attachments:** [image.png](#)

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It's called "churning" Cliff!

To Chairperson Schmitz, our Other Honorable Trustees, and trustee candidates Mick, Michelle and Harry:

Well it's another one as my friend DJ Kahled would say.

Sergio looks at what's going on around him, and he asks "what about me?"

So Kate Nelson can't fill in the blanks of a P.O. without Sergio giving his buck ninety-five.

And Paul Raymore can't authorize the purchase of meaningless media buys (like billboards on Highway 80) without Sergio giving his three ninety-five.

And look at what we have? Churning! I guess now we're in the dairy business.

Can it get any worse? Yes it can. Please listen to this one.

Sergio charged us how much to negotiate and draft the employment agreement with Bobby Magee? Why don't you take a look at his work product at agenda item G(1) of the March 6, 2024 BOT meeting Board packet? Let's concentrate on section 6 which addresses TERMINATION OF AGREEMENT & SEVERANCE. Termination by both parties. Let's assume we were to terminate Mr. Magee without cause. What would be the consequence?

"6.5 Severance Benefit. If General Manager is terminated by the Board of Trustees without cause, then General Manager shall receive a one-time, lump sum cash payment equivalent to the sum of (i) General Manager's then-current monthly salary multiplied by twelve (12), (ii) the cash value of General Manager's then-current monthly medical premiums multiplied by twelve (12) as of the effective date of termination of employment and (iii) the cash value of his Annual Vacation Pay balance."

How much did this one cost us insofar as former GM Indra was concerned?

Now let's assume Mr. Magee chooses to terminate his employ.

"6.4 Notice of Termination by General Manager. General Manager may voluntarily terminate employment at any time by giving not less than ninety (90) days' notice." Okay, what is the financial consequence? Bueller? Bueller?

**NOTHING!**

So here after a month or so on the GM job, Mr. Magee gives us notice of his decision to voluntarily terminate his employment with us. And after about 45 days or so, he decides he will voluntarily terminate his employ roughly 45 days sooner, effective August 22, 2024. Leaving us defenseless from a legal point of view at one of the most critical time periods in our history. It's called BREACH OF CONTRACT Board! Right Sergio?

So what's the protection you have negotiated and drafted for the public in Mr. Magee's employment contract? **NOTHING!**

Ladies and gentlemen, it's called **MALPRACTICE!** As Mike Abel would say, we're SOL. Mr. Magee can walk away scot free. And we've paid Sergio. The true winner. Again! And how much exactly did we pay him? I would ask, how much did Mr. Magee pay him? Because obviously, Sergio didn't have his client's (i.e., us) 100% loyalty and best interests in mind! He had Bobby Magee's 100% loyalty in mind!

Who presented this agreement to the BOT for approval? Our wonderful staff. Shame on them.

Who drafted this agreement? Sergio. Shame on you.

Who voted in favor of this agreement? Trustees Schmitz, Dent and Tulloch. The only reservation any of these three had was voiced by Trustee Tulloch: He would rather have had a 120 day notice provision imposed upon Mr. Magee versus the 90 days ultimately agreed upon. **Like that would have made a difference?**

Who voted against this agreement? Interestingly, Trustees Tonking and Nobel did not. Good job guys (don't say I never praise you when you've done the right thing)! You've been proven the wise ones.

But back to Sergio. As my friend Hulk Hogan would say, "watcha gonna do now, brother?"

**We're screwed again!** Just like we're always screwed. Again. And why? **Because we're not being properly managed.**

Please, please. **Turn us over to the County!**

Respectfully, Aaron Katz

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

From: cfdobler@aol.com <cfdobler@aol.com>

Sent: Aug 27, 2024 8:54 PM

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

Cc: Sara Schmitz <schmitz\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Matthew Dent <dent\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Michelle <jezycki4ivgid@gmail.com>, Mick <homan4ivgid@gmail.com>, Harry <harryswenson4ivgidtrustee@gmail.com>

Subject: Re: Supplemental Material for Board of Trustees Meeting on August 28, 2024 - Item E.4. Treasurers Report for June 2024 (Includes July Monthly Financial, and District Performance Reports )

Sergio. appears to have taken on a full time job. at \$61K for a month and at an hourly fee of \$300, he racked up 204 hours over 20 working days or 10 hours a day. Do any of you grasp the magnitude of this. It is quite obvious that the District is not be managed properly to require this type of input from an attorney.

Cliff Dobler

On Tuesday, August 27, 2024 at 10:39:43 AM PDT, s4s@ix.netcom.com <s4s@ix.netcom.com> wrote:

Chairperson Schmitz, Other Honorable Members of the IVGID Board, and Trustee Candidates Mick, Michelle and Harry -

I've written to you about this before, and you've done nothing. Yet our financial reporting is going downhill rapidly. And here I'm speaking about the attorney's fees we're racking up with Sergio and Co.

For the month - a whopping \$61,378 (on an annualized basis nearly \$750,000).

We're not allowed to look at Sergio's billings because they're allegedly "attorney-client" protected. But he appears to be doing everything, and more.

We have Kate Nelson, Paul Raymore and Bobby Magee so paralyzed, that they refuse to do their jobs without interjecting Sergio into the mix. All at nearly \$300/hour.

Then we have him acting as a sixth unelected trustee, in submitting agenda items and staff reports at BOT meetings [see items G(6) and G(10) on the upcoming August 28, 2024 BOT meeting agenda].

I'm certain these fees will far exceed the amounts budgeted therefore. And for a limited purpose GID? We can't afford them.

Please intervene to put a stop to this unnecessary waste. If we really need an attorney, hire one was a full time employee. The costs will be immeasurably LESS and this person's availability will be enhanced.

Respectfully, Aaron Katz

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

From: Heidi White <hhw@ivgid.org>

Sent: Aug 27, 2024 8:45 AM

To: Info IVGID <InfoAtIVGID@ivgid.org>

Subject: Supplemental Material for Board of Trustees Meeting on August 28, 2024 - Item E.4. Treasurers Report for June 2024 (Includes July Monthly Financial, and District Performance Reports )

\*Please remember: Using the "reply all" feature in this email could constitute a violation of the Nevada Open Meeting Law.

Good Morning

Please review the attached Supplemental Material for Board of Trustees Meeting on August 28, 2024. I will have this Supplemental Material printed and available for you and available at the meeting. If you would like to pick-up a physical copy before the meeting please let me know and I will make them available for you.

The Attached document will also be available on the District Website shortly.

Thank you and have a wonderful day.

Respectfully,

Heidi H. White  
District Clerk

Incline Village General Improvement District  
893 Southwood Blvd., Incline Village, NV 89451  
Cell: 775-558-9500 [hhw@ivgid.org](mailto:hhw@ivgid.org)



Email: [hhw@ivgid.org](mailto:hhw@ivgid.org)



IN REGARDS TO ITEM E2, I SEE SUPPLEMENTAL ITEM E2, A TABLE DETAILING THE BUDGETED FACILITY FEES PER PARCEL FOR THE LAST TEN YEARS UP TO 2023.

IN PLAIN TERMS IT SHOWS HOW MUCH, AND WHERE OUR FACILITIES FEES GO TO.

I WAS STUNNED TO SEE THAT, OUT OF 18 LINE ITEMS, OUR ANNUAL FEES, COLLECTED THROUGH OUR PROPERTY TAXES IN 2023, AND 2022 WENT TO ONLY TWO PLACES

APPARENTLY, NOTHING WENT TO PARKS, TENNIS, THE GOLF COURSES, YOUTH , ADULT PROGRAMS, RESERVES FOR RECREATION, FACILITIES, ETC. LOOKING BACK AT THE PREVIOUS YEARS A PORTION OF OUR FEES WHEN TO ALMOST ALL OF THESE ITEMS EVERY YEAR.

AS I SAID I WAS QUITE SURPRISED AND I WOULD LIKE TO HEAR SOME DISCUSSION AS TO WHY THIS IS SO AND WHAT OUR PLANS ARE FOR THE FUTURE REGARDING THE ALLOCATION AND DISBURSEMENT OF THE FACILITY FEES THAT WE ALL PAY.

JOHN KLEIN  
321 WOODRIDGE WAY

	FY20	FY21	FY22	FY23	FY24	
Revenue - Utility	101,326.05	101,380.65	101,427.90	101,099.25	101,128.65	20002297-4070
Revenue - Community Services						
Expense - Water Admin	48,937.99	50,001.01	38,985.43	44,977.99	50,000.00	20002299-7560
Expense - Sewer Admin	48,937.96	49,999.98	38,984.03	44,977.99	23,495.71	20002599-7560
Expense - Rec Admin	97,875.99	100,000.02	77,969.90	89,956.03	100,000.00	30364999-7560
<b>TOTAL</b>	<b>195,751.94</b>	<b>200,001.01</b>	<b>155,939.36</b>	<b>179,912.01</b>	<b>173,495.71</b>	

The 2023 ACFR did show a break-out within the Budgeted Facility Fee for Defensible Space, COVERING 2019 AND PRIOR, but nothing from 2020 forward. see Budgeted Facility Fees Table below. HOWEVER, while it has not been broken out in the last five FY to include FY25, it has been budgeted in Rec Admin.

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

Budgeted Facility Fees per parcel, Last Ten Fiscal Years (unaudited)

Program	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
Sw	1	1	100	41	29	13	36	13	127	20
Tennis	-	-	14	24	20	20	13	16	9	21
Pool	-	-	39	124	111	117	117	97	103	36
Recreation	450	100	342	233	262	261	269	197	241	204
Championship Golf	-	-	4	119	91	97	13	126	31	77
Mountain Golf	-	-	27	34	63	62	74	69	31	29
Beaches	330	690	500	125	125	125	100	100	100	100
Youth	-	-	26	27	27	26	26	24	21	20
Senior	-	-	23	21	21	20	20	19	12	19
Adult Programs	-	-	-	-	-	-	-	-	1	1
Caregry	-	-	-	-	-	-	-	-	-	13
Furniture	-	-	3	64	37	36	37	47	46	52
Reserve for Recreation	-	-	-	-	-	-	-	-	-	49
Golf Tennis Sw Bonds	-	-	-	-	-	-	-	-	33	33
Sw Lodge Bond	-	-	-	-	-	110	110	110	110	110
<b>Defensible Space</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>
Contingency	-	-	-	-	-	-	-	-	-	-
Other Unallocated	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>130</b>	<b>130</b>	<b>130</b>	<b>130</b>	<b>130</b>	<b>130</b>	<b>130</b>	<b>130</b>	<b>130</b>	<b>130</b>
Total Collected (in 1000)	6,110	6,019	6,169	6,741	6,751	6,746	6,747	6,746	6,746	6,742

Budgeted amounts represent a revenue that does not collect but rather puts back an amount per parcel into the total for other revenue to use the proceeds for operations.

The Facility Fee can be a revenue for operating expenses, debt service or capital purchases. It is set annually by the Board of Trustees.

SOURCE: Incline Village General Improvement District

Diane Becker  
805-290-2779  
[dbecker8891@gmail.com](mailto:dbecker8891@gmail.com)

August 28, 2024

Re: IVGID 8/28/2024 Meeting, Agenda Item G.1, Proposed Amendment to Ordinance 7

Dear Trustees and Ms. Crocker,

As most of you know, I am a retired attorney, and as a volunteer, I drafted the revisions to the 1998 Ordinance 7, incorporating the recommendations of the Ordinance 7 Committee and the then General Manager, and drafted the revisions directed by the Trustees (excluding the last year) which were then reviewed, edited, and approved by both special beach counsel who handled the 2011 litigation over the Beach Deed, and the then IVGID counsel, Josh Nelson.

I have also received and reviewed virtually all the IVGID Minutes and Resolutions, revisions of Ordinance 7 and internal IVGID communications on Ordinance 7, and available litigation documents concerning the Beach deed, which were not privileged by the attorney client privilege, since 1967.

I believe that many or most of the proposed changes are well drafted and do not impact the Beach Deed or the historical documents or the important work of the Ordinance 7 Committee. However, I have several comments on the proposed revisions and urge that they not be made and that further action be continued so that the process of amendment of Ordinance 7 is not rushed. I am available to meet with Ms. Crocker to explain the issues that I am raising and to help to address concerns that she is attempting to address.

Based on my quick review this morning, I believe **proposed revisions to Paragraphs 18, 39, 45, 46, 52, 72, 77 and 79 need to be changed or deleted:**

1. Paragraph 18. This revision only applies to commercial use between "two or more entities," and this not would include actions between two or more persons, two or more entities, a person, and an entity, etc. The language in old paragraph 18 was repeatedly revised to be in compliance with the concept of the Beach deed language that the use was "only for the purposes of recreation by, and for the benefit of, property owners....." That is why the second sentence in the current version excludes certain written contracts by the Board, but the last sentence in the proposed revision allows "an approved agreement as authorized by the Board" that is not limited to agreements with a third party to provide services or work at the Beaches." The prior Ordinance 7 clause was added by two lawyers and a retired lawyer with 43 years of drafting experience, working to have the language meet the Beach Deed and I urge that that change not be incorporated.
2. Paragraphs 39 and 45. The proposed deletion of the clause related to the residency requirement for a commercial Owner or tenant to get Beach privileges is a change in past practices and earlier versions of Ordinance 7. Originally commercial tenants received no privileges and whether they should have beach privileges was addressed in or about 1982 by giving commercial properties limited access. Paragraphs 26, 29 and 43 of the 3/25/1998 version of Ordinance 7 limited this access to the commercial property principles, officers, and owners and later it was

expanded to tenants, but with the residency requirement. It was determined that voting within the District was the way to determine the residency requirement. Deleting the requirement is a change in practices that should be looked at with more consideration before implementing this change.

3. Paragraph 46. Allowing 5 passes to every facility fee paid, rather than every parcel is contrary to past practices and will allow every ADU, etc. to increase the number of passes. This was discussed and rejected during the Ordinance 7 Committee meetings, and there should be significant discussion before making this change.
4. Paragraph 52. The prior version required that documents be submitted to verify affinity and consanguinity, but the revised draft merely says the District “may “request supporting documents. This leaves too much discretion to Staff, to the detriment of the community desire to limit beach access
5. Paragraphs 72 & 77. The language of old paragraph 72 and 77 should not be combined. Paragraph 77 needs to be a stand-alone paragraph as it is a policy that has been followed since the first annexation of properties which did not pay for the original transfer of the beaches to IVGID to settle a lawsuit filed by the then residential owners in the village.
6. Paragraph 79(ii)(iii). A commercial business under (ii) and (iii) should get a permit from IVGID and comply with minimum insurance requirements, to protect IVGID and Pass Holders.

There are several additional areas that have been reserved at the time of the 2022 Ordinance 7 revision and last few years for further discussion, and I believe that **these additional issues should be considered and potentially addressed** by the General Manager before Ordinance 7 is amended now:

- A. **Residential Tenants of Apartment Properties/Single Family Residential:** How to get Tenants with Leases of 6 months or more to receive Recreation Privileges for the residential units they are renting. I do not have personal knowledge, but there are complaints from residential tenants that they do not get passes and the passes are given by owners to their friends/guests. Can/should regulations be put in on this subject and if not, a marketing campaign to Property Owners to “Help Support a Sustainable Workforce for Incline Village” by giving Recreation Privileges to Long Term Tenants.
- B. **Hotel Properties:** There has been concern expressed in the community about the number of hotel guests who could access the beaches due to the rumors that despite the representations by the prior General Manager that the Hyatt had limited the passes they would get to 3 parcels, supposedly now the Hyatt plans to make greater use of the IVGID beaches. Also, do Hotels both receive 5 Recreation Privileges (Cards) as a Commercial Parcel and the Passes Per Hotel Room for Occupants as of 2022 which is contrary to all historical documents? This change just occurred for the first time at the last days of the amendment of Ordinance 7, when one hotel owner threatened suit.
- C. **Recent and Upcoming Further Changes in Zoning in Commercial Town Centers:** Washoe County just voted to allow High Rise Multi-Family Condominium Units to be built in formerly commercial areas in Special Area 1 on Tahoe Blvd. Will a property that now receives 5 passes as a commercial property be allowed to obtain up to 10 passes per residential condominium unit for 40 condominium units (i.e. 400 passes). The Commercial property will not have paid for facilities over the years to justify this, and commercial properties were excluded and not a part of the

beach deed when the beach deed was added. How will this be handled? Will there be a pay back to IVGID for all the improvements to date?

- D. **Auxiliary Dwelling Units (ADUs):** Currently ADUs are only allowed on properties over 1 acre, but ADUs are proposed to be allowed in Washoe County for all residential parcels in Incline Village/Crystal Bay. If the ADU Ordinance is approved for IVCB many many parcels will have ADUs and could pay additional parcel fees for homes that build an ADU. Does each ADU get an added 10 passes?
- E. **Value on Punch Cards.** During the Ordinance 7 Committee meetings it was recommended by the Committee members that **the value on Punch cards (not Additional Punch Cards) could be used to buy down venue access** or services or used for things other than just beach access fees, so that all Property owners, especially Crystal Bay residents, could get full value. The Committee and the BOT were told two years ago that this would be looked at by Staff to investigate implementation and accounting issues. If this is approved by the Board, it would need to be incorporated into the amendment to Ordinance 7 that you are reviewing. I don't know the facts as to what happened on this.
- F. **Group Use Policy.** During the 2022 Board Meetings discussing Ordinance 7, it was discussed that the Group Use Policy would be reviewed by Staff and recommendations would be made by Staff as to whether to update the group use policy as a standalone policy or incorporated into Ordinance 7. Did this occur?
- G. **IT Tracking Card Usage.** During the Ordinance 7 Committee meetings, the **Committee recommended two things** that could not be tracked in the District's computer software in 2022 and the Board packets of April 27 and May 11, 2022 stated that these would **need computer program customization which we understood would be undertaken before summer 2023:** (i) the computer system would be upgraded to track the **total number of guests that could be brought per day on Picture Passes and tie the number of guests to the specific Parcel** rather than just to a single Picture Pass Holder. This is important because tying the number of guests to a Picture Pass could allow more than the maximum number of guests to be brought in per day per parcel; and (ii) that there would be consideration/recommendation of how to track **Punch Cards and Additional Punch Cards so that they would only be given to actual guests of the Property Owner** to whom the Punch Cards and Additional Punch Cards were issued, and not just given to other parcel owners to give to the guests of other parcel owners. At the Ordinance 7 Committee meetings it was recommended that the District consider **issuing new Cards with Parcel numbers or addresses on the Punch Cards and Additional Punch Cards that could tie the Punch Cards and Additional Punch cards to specific properties** to avoid sharing with other properties. It was said that this would be looked at for summer 2023. The Fall of 2024 is also a good time for consideration of adoption of this process, unless this has been done.
- H. **How Many Guests Per Picture Pass?** Neither the former General Manager nor the Ordinance 7 Committee made the recommendation that each Picture Pass Holder be allowed to bring in up to 15 accompanied guests per day (per parcel). During the 2022 Ordinance 7 Board meetings former Chair Callicrate suggested this number and the Board discussed that the **number of Guests to accompany a parcel owner would be looked into by the Board after the data was in** for summer 2022 and hopefully this will be done as there is fuller additional data. Recall that in the Beach Survey 74.5% of the responders stated that they would like to see 9 or less guests

per parcel per day, and this high number surprised many in the community. I do not know if the records show this as an issue.

- I. **Is This Covered?** I cannot see where it says that Residential and Commercial Tenants who receive an IVGID Recreation Pass cannot bring Guests . Shouldn't that be included in paragraph 89 or somewhere as it was the prior practice and in prior versions of the Ordinance. If it is in the current version, I apologize because I missed it, and I am rushing to get this out.

This is too long and too rambling, but I only had this morning to work on this and hope that it is helpful.

Respectfully submitted

Diane Becker, full time Incline Village resident

Good evening members of the Board of Trustees

My name is Ali Warner. My family and I live full time in Incline Village, and we are the owners of a 38 key hotel called The Incline Lodge.

We have reviewed the draft changes to Ordinance 7 that were issued this week and have some suggested language to the hotels and motels section to ensure there is no violation of the beach deed. The additional language simply reads:

“in a manner that would not limit access of the Beaches by hotel or motel occupants”.

We have submitted a letter capturing these changes to the appropriate parties and will submit this letter again tonight as part of the public record.

We love being part of this community and feel so grateful to be neighbors.

Thank you



**Cox, Castle & Nicholson LLP**  
3121 Michelson Drive, Suite 200  
Irvine, California 92612-5678  
P: 949.260.4600 F: 949.260.4699

Morgan L. Gallagher  
949.260.4674  
MGallagher@coxcastle.com

File No. 106436

August 28, 2024

**VIA EMAIL**

IVGID Board of Trustees  
c/o Sergio Rudin, Best Best & Krieger; Josh Hicks, McDonald Carano,  
IVGID Legal Counsel

Re: Item G.1 – Potential Edits to Ordinance 7

Dear Members of the Board of Trustees:

I represent Ali and Natasha Warner, the proud owners of The Incline Lodge. The purpose of this letter is to request that you incorporate a slight revision to Staff's suggested edits to Paragraph 76 of Ordinance 7 at your August 28<sup>th</sup> Board meeting.

By way of background, the Warner family lives full time in Incline Village and is heavily involved and invested in the Incline Village community. For over 30 years, The Incline Lodge (formerly Parkside Inn and The Incline Motor Lodge) guests have respectfully enjoyed Incline Village's beaches and recreational facilities. The Incline Lodge has 38 keys and is the only hotel in Incline Village that does not sit on waterfront property.

The Incline Lodge is one of the beneficiaries of the Beach Deed that was recorded in 1968. The section of the Beach Deed that establishes hotels as a beneficiary of the Beach Deed is below for reference:

"It is hereby covenanted and agreed that the real property above described, and any and all improvements now or hereafter located thereon, shall be held, maintained and used by grantee, its successors and assigns, only for the purposes of recreation by, and for the benefit of, property owners and their tenants (*specifically including occupants of motels and hotels*) within the Incline Village General Improvement District as now constituted, and, as the Board of Trustees of said District may determine, the guests of such property owners, and for such other purposes as are herein expressly authorized."

In the last round of revisions to Ordinance 7 in May of 2022, the Warner family worked closely and collaboratively with Staff, IVGID's legal counsel, and the Board to carefully draft Paragraph 76 to protect the rights of hotel occupants that are established in the Beach Deed. For that reason, the Warner family is concerned with the addition of "as set by the board" in Staff's suggested edits to Paragraph 76. A "reasonable limitation" on hotel guest to be provided access to the beaches is



August 28, 2024

Page 2

the intended occupancy of a hotel (i.e., four guests for a double queen room and two guests for a king room). It would be unreasonable to limit daily beach access to anything less than the intended occupancy of a hotel and doing so would directly violate the Beach Deed.

To that end, if the Board adopts Staff's recommended language in Paragraph 76, we urge the Board to adopt the additional language underlined and bolded below:

“Occupants of Hotels & Motels shall be provided access to the Beaches, if any, consistent with the terms of the Beach Deed and through a District verification and administration process. This process, at a minimum, shall include the payment of an Hotel/Motel Occupant fee and include a reasonable limitation as set by the board **in a manner that would not limit access of the Beaches by hotel or motel occupants** on the maximum number of Hotel/Motel Occupant to be provided access per Hotel/Motel. Access shall be limited to occupants of the Hotel or Motel during the time that they are occupants, and not before check-in or after check-out from the hotel. Guests of Hotel/Motel Occupants are not allowed Beach Access.

Reserving all rights to reopen discussion on the topic at a later time and without waiving any objections, the Warner family is willing to voluntarily agree to limit access to the beaches to hotel occupants and not guests of hotel occupants. That said, it is imperative that all occupants of the hotel have the right to access the beaches every day. While the Beach Deed provides all hotel occupants with the right to access the beach and the Warner family will protect that right, it is noteworthy that in 2023, only 361 of the total 215,969 beach visits (less than 0.2%) were occupants of The Incline Lodge.

Since the passing of Ordinance 7, the Warner family has enjoyed a great partnership with IVGID Staff to ensure respectful access to the beaches. They provide all guests with a copy of the rules and regulations and work hard to convey the unique culture of Incline Village to everyone visiting. They appreciate the Board's consideration of the language above to protect the Beach Deed and look forward to continuing to be a partner with IVGID in the community.

Sincerely,

Cox, Castle & Nicholson LLP



Morgan L. Gallagher

Cc: IVGID Board of Trustees (Submission During Public Comment)

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1  
2 INCLINE VILLAGE  
3 GENERAL IMPROVEMENT DISTRICT  
4 BOARD OF TRUSTEES  
5  
6  
7  
8  
9 TRANSCRIPT OF HEARING  
10 PUBLIC MEETING  
11 Live and Via Zoom  
12  
13 Held at the Boardroom  
14 893 Southwood Boulevard  
15 Incline Village, Nevada  
16  
17 Wednesday, September 11, 2024  
18  
19  
20  
21  
22  
23  
24 Reported by: Brandi Ann Vianney Smith  
25 Job Number: IVGID 53

1 APPEARANCES  
2  
3 **BOARD MEMBERS PRESENT**  
4 SARA SCHMITZ, CHAIR (via Zoom)  
5 MATTHEW DENT, VICE CHAIR  
6 MICHAELA TONKING, SECRETARY (via Zoom)  
7 RAY TULLOCH, TREASURER  
8 DAVE NOBLE, MEMBER  
9  
10  
11 **ALSO PRESENT**  
12 SERGIO RUDIN, LEGAL COUNSEL  
13 HEIDI WHITE, DISTRICT CLERK  
14  
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1 INDEX  
2 PAGE  
3 A. PLEDGE OF ALLEGIANCE 4  
4 B. ROLL CALL OF TRUSTEES 4  
5 C. INITIAL PUBLIC COMMENTS 5  
6 D. APPROVAL OF AGENDA 25  
7 E. REPORTS TO THE BOARD  
8 E 1. General Manager's Monthly Report 25  
9 E 2. Food and Beverage Report 38  
10 E 3. Grease Interceptor Policy 46  
11 F. CONSENT CALENDAR  
12 F 1. Meeting Minutes 8/6/2024 66  
13 F 4. Ski Beach Boat Ramp Inspection 66  
14 F 5. Ozone Analyzers Inspection and  
15 Calibration 66  
16 G. GENERAL BUSINESS  
17 G 1. Resolution 1898, Personnel 67  
18 G 2. Appoint Interim General Manager 82  
19 G 3. Legal Services RFP 102  
20 G 4. Washoe County Written Request 104  
21 G 5. Town Hall Meeting 123  
22 G 6. Hyatt Corporation/IVGID Lease 119  
23 I. LONG RANGE CALENDAR 126  
24 J. BOARD OF TRUSTEES UPDATE 132  
25 K. FINAL PUBLIC COMMENT 132  
L. ADJOURNMENT 137

1 Incline Village, Nevada - 9/11/2024 - 6:00 P.M.  
2 -o0o-  
3  
4  
5 TRUSTEE DENT: All right. I'd like to  
6 call the Incline Village regularly scheduled meeting  
7 to order. It's 6:00 p.m. We're located at 893  
8 Southwood Boulevard and via Zoom. Item A on the  
9 agenda is the Pledge of Allegiance.  
10 A. PLEDGE OF ALLEGIANCE  
11 (Pledge of Allegiance.)  
12 TRUSTEE DENT: Item B is roll call of  
13 trustees.  
14 B. ROLL CALL OF TRUSTEES  
15 TRUSTEE DENT: Trustee Noble?  
16 TRUSTEE NOBLE: Here.  
17 TRUSTEE DENT: Trustee Tulloch?  
18 TRUSTEE TULLOCH: Here.  
19 TRUSTEE DENT: Trustee Schmitz?  
20 CHAIR SCHMITZ: Here.  
21 TRUSTEE DENT: Trustee Tonking?  
22 TRUSTEE TONKING: Here.  
23 TRUSTEE DENT: And I am Trustee Dent. All  
24 five trustees are present. We are going to observe  
25 a moment of silence to remember and honor the

5

1 victims of September 11th.  
 2 (Moment of silence.)  
 3 TRUSTEE DENT: Thank you for that.  
 4 That'll close out Item B. Moving on to item C.  
 5 C. INITIAL PUBLIC COMMENT  
 6 MR. JONES: My name is Russell Jones. I  
 7 own Crosby's restaurant 868 Tahoe Boulevard here in  
 8 Incline Village.  
 9 Here today just to have a discussion in  
 10 how we can partner up with IVGID and the community  
 11 on the issue we're all looking at with putting  
 12 grease receptors into our businesses. I think  
 13 there's an opportunity for us, hopefully, all to  
 14 work together and come up with some resolutions or  
 15 just least an approach, because I think I'm not  
 16 speaking for everything in the center, but a  
 17 majority of us over there are looking at a  
 18 significant cost for us to put these receptors in.  
 19 Sara was kind enough to come by and have a  
 20 conversation with me, and I sent her a very  
 21 long-worded email about all my thoughts regarding  
 22 the issue here. But I think what we could really  
 23 use is a time to sit down and understand, one, where  
 24 the policy, the regulation, the directive is coming  
 25 on putting these grease receptors in.

6

1 I think there could have been an  
 2 opportunity to partner up with the restaurant  
 3 operators, not only in our shopping center, but in  
 4 town to discuss and understand what was required of  
 5 us. But I also think there's maybe a little bit of  
 6 a disconnect on what the cost impact is for all of  
 7 us as restaurant operators in this town. And I'll  
 8 try to speed things up.  
 9 We, so far, have received one bid for the  
 10 center. One on my end where Crosby's is, and  
 11 Tonya's juice bar is and one for the other end.  
 12 That initial bid was one \$132,000 for my end, and  
 13 \$189,000 for the four restaurants at the other end.  
 14 Realistically, the bid we got was not a real true  
 15 bid. But if we're looking at costs like that for  
 16 any of us as operators, I, personally, from my  
 17 business standpoint, I'm going to have to make a  
 18 hard decision on what I do. Putting \$100- to  
 19 \$125,000 into that business with no return other  
 20 than keeping the business open, does not make good  
 21 financial sense.  
 22 As an operator, we're all up here because,  
 23 I think we like being here, we like being a part of  
 24 the community, but none of us are getting rich and  
 25 none of us came up here with that expectation. But

7

1 this could also be a devastating financial cost for  
 2 a lot of us. And myself personally, I'm going to  
 3 have to sit down and figure out when we get the  
 4 actual final bid in what I'm going to do. I'm not  
 5 saying it from a standpoint of as threatening, it's  
 6 not a threat, it's just a reality of what it's going  
 7 to cost us on something, potentially, there's no  
 8 return for us on this grease receptors in regards to  
 9 getting our money back.  
 10 It's one thing when we get significant  
 11 inscience costs that we all try to figure out how  
 12 we're going to pass that and cover it with our  
 13 guests. A \$100- to \$120,000 hit, there's no passing  
 14 it on to the guests. It either comes out of my  
 15 pocket or the other operators' pockets or we have to  
 16 move on.  
 17 Thank you. I appreciate it.  
 18 MEMBER SWENSON: Good evening. I'm Harry  
 19 Swenson, currently a candidate for trustee for the  
 20 Incline Village community. And I am a 10-year,  
 21 full-time resident of Incline.  
 22 I come to the Board to express my views,  
 23 which you just heard about the grease receptor  
 24 policy of IVGID. I believe you will hear from many  
 25 -- you just heard from Russel on how it affects

8

1 their operations. As we head into their shoulder  
 2 seasons, these business owners are just now trying  
 3 to figure out how to make it to the next profitable  
 4 season. The potential added cost will force them to  
 5 consider wide-ranging, cost-cutting items such as  
 6 layoffs, reduced hours, reduction of food options,  
 7 and others. Or worse, leave or community  
 8 altogether. Any of these options will be a  
 9 detriment to our community.  
 10 I am hoping you can provide or local  
 11 restaurateurs a workable solution that benefit all  
 12 residents. The last thing we need to do is lose  
 13 another restaurant due to the exorbitant costs of  
 14 the installation of these grease receptors.  
 15 If the installation of the new grease  
 16 receptors is critical to our sewage infrastructure,  
 17 then I believe the costs should be borne by the  
 18 actual parcel owners that rent to the restaurants.  
 19 This is a capital improvement that adds to the value  
 20 of their property and can be easily expensed and  
 21 added to future lease options.  
 22 On the other hand, if the restaurant  
 23 owners have to pay for it, they get nothing, as  
 24 Russel just said. They may have to move out due to  
 25 different economic realities, and they can't take

9

1 the grease receptors with them. Please listen to  
 2 the effects of this policy on our valued small  
 3 businesses accordingly.  
 4 I understand, based upon reading the board  
 5 packet, that may be your approach, which was to make  
 6 sure that the parcel owners are actually paying for  
 7 this. I hope that is the case.  
 8 Now with a little bit of time left, I wish  
 9 to address some more lies being spread about me and  
 10 my campaign. A few weeks ago, I had stated that the  
 11 approach to consider contracting with Troon  
 12 Corporation about hiring a GM. This, I said, was  
 13 interesting. Okay?  
 14 But this has been now turned into that I  
 15 am for a Troon takeover of IVGID. This is complete  
 16 lie, and I absolutely do not support a Troon  
 17 takeover of IVGID. And I wanted to make that clear  
 18 to everybody here in our community in general, that  
 19 this is another lie being spread about me, my  
 20 campaign. I'm hoping that's, maybe, because I'm  
 21 threatening others that -- for my approach.  
 22 Thank you very much for your time.  
 23 MR. KENT WALRACK: Good evening. My name  
 24 is Kent Walrack. I'm at 260 Lake Avenue and been a  
 25 resident of Crystal Bay since 2018.

11

1 vision for The Chateau and The Grill, in April of  
 2 2023, last year, I stood before you and said that we  
 3 should create a destination-themed restaurant, that  
 4 we can generate close to \$3 million a year, make  
 5 \$600,000 a year, and turn this whole situation  
 6 around. If we just followed a few core principles  
 7 that I would just like to share with you as far as  
 8 running the operation up there, I think we can  
 9 really turn this around in an immediate manner.  
 10 First, the answer is yes, what's the  
 11 question? We've had a number of guests show up to  
 12 have dinner and they are turned away because they  
 13 don't have a reservation yet there's open tables but  
 14 they are still turned away.  
 15 Provide to best service in the District,  
 16 be known as the friendliest place in the District,  
 17 offer unique menu item exclusive to our venue that  
 18 is exclusive to our operation. So an example, maybe  
 19 a Mackinaw Trout from Lake Tahoe could be something  
 20 that they were known for.  
 21 Deliver high-quality food and beverage  
 22 items to exceed expectations. Charge an appropriate  
 23 price that defines the value of the experience.  
 24 Provide a physical location that is second to none,  
 25 which we have. Offer menu selection that creates a

10

1 I'm here tonight to address the food and  
 2 beverage consulting report that was in the packet.  
 3 And so with background that I have in that industry,  
 4 taken really note of kind of the issues that are  
 5 going on there. So in looking at the Chris Sartan  
 6 report, I'd like to jump down to the final thoughts  
 7 section of the report. And these are Chris' words  
 8 here:  
 9 The case can be made they will never be  
 10 set up for success from a financial standpoint if  
 11 success is only recognized by finishing in the black  
 12 because F and B exists as a service to the  
 13 community, guest satisfaction should be the currency  
 14 by which its performance is evaluated. This does  
 15 not mean that the operation should be operated  
 16 irresponsibly from a financial standpoint. It  
 17 simply means that to create an amenity in which the  
 18 goal is to provide meaningful experiences, finances  
 19 should be important and constantly monitored, but  
 20 not the number one priority.  
 21 So in looking at a conclusion to the  
 22 report, there was obviously a number of deficiencies  
 23 that need to be corrected to the food and beverage  
 24 operation starting with the costs of goods sold and  
 25 how to measure it. But from a perspective of the

12

1 creative -- I'm sorry. I ran of time.  
 2 Good luck with it.  
 3 MR. DOBLER: Cliff Dobler, Incline  
 4 Village.  
 5 On August 28th, a supplemental draft of  
 6 fiscal year 2024 statement of sources and uses of  
 7 funds with a budget comparison was presented to the  
 8 Board. On page 11, it should be noted that the loss  
 9 for the facility's catering department was almost  
 10 700,000, including depreciation, the largest loss in  
 11 the past seven years.  
 12 Since 2016 to 2022, the average annual  
 13 loss was 181,000, average revenues were only  
 14 644,000. In 2024, sales were 1.2 million. Is the  
 15 IVGID strategic plan to create more revenues to lose  
 16 more money?  
 17 Based on the draft financials, the  
 18 District had investment earnings of 2.3 million in  
 19 2024. Quite a feat. The cash balances at the end  
 20 2023 was 52 million. After that cash drain of 16.9  
 21 million in 2024, the return on the average cash  
 22 during 2024 was approximately 5.3 percent. Seems a  
 23 little high. Ms. Tonking should probably take a  
 24 look at it. The high, at least, is fine with me.  
 25 On page 212 is a statement of operating

13

1 sources and uses including -- and indicating a  
 2 profit of 73 percent was derived from the lease.  
 3 This is false accounting. Not all expenses were  
 4 included.  
 5 IVGID pays the Hyatt 10 percent of sales.  
 6 The 2024 ski resort sales were 12.4 million, but  
 7 profits were only 861,000 or seven percent of sales.  
 8 If the Hyatt accounting is correct, then all sales  
 9 should be made at the Hyatt so we can achieve a 75  
 10 percent profit.  
 11 Karen Crocker's presentation on the food  
 12 and beverage report provided by Sartan ends with her  
 13 statement that the recommendations will be  
 14 implemented if feasible and consistent with board  
 15 policy. What would not be feasible? And board  
 16 policy would be affected?  
 17 It's hard to understand Kate Nelson's  
 18 statement on page 214 that the budget for utility  
 19 pavement management was approximately 147,500. How  
 20 could a budget be approximate?  
 21 The management report provided revenues  
 22 and expenses as year to date. It should be noted  
 23 that the report is a calendar year or a fiscal year.  
 24 Comparison against the budget is a must to have a  
 25 meaningful report. Of course there was no

14

1 information on the golf course.  
 2 Lastly, over the last two months I sent 14  
 3 memorandums regarding accounting errors to the Board  
 4 and was fortunate that Ms. Crocker also received  
 5 them as she is currently reviewing them with the  
 6 accounting staff.  
 7 MS. CARS: Good evening, trustees. Linda  
 8 Cars. Incline Village residents.  
 9 It's rumored, and I think a fact, that the  
 10 trustees are continuing to consider Troon or another  
 11 management company or companies as possible  
 12 suppliers to IVGID for management staff and  
 13 management of the facilities. We know that several  
 14 weeks ago, most of the residents, except for one,  
 15 spoke against that proposal.  
 16 We would like your confirmation that Troon  
 17 and other management companies will not be on this  
 18 or future agendas for the remainder of calendar  
 19 2024, and that you leave any decisions for a GM for  
 20 the next board.  
 21 Second, there has been a discussion of  
 22 expanding trustees authority to include active  
 23 participation in the management and hiring of staff,  
 24 meaning trustees would not be authorized to managed  
 25 the GM only. Perhaps you pretending to be oblivious

15

1 to the ongoing micromanagement problem from the  
 2 existing trustee bench. The last thing we need is  
 3 to authorize trustees to continue to engage in the  
 4 very actions which have decimated the senior  
 5 management bench at IVGID. If you continue that  
 6 line of thought, I am confident that residents will  
 7 be prepared to shout aloud "enough," to any attempt  
 8 at further micromanagement intrusion by the Board.  
 9 Thirdly, we have a new director of Parks  
 10 and Rec, who is now the acting GM who may be  
 11 appointed interim GM, and with her years of  
 12 experience we recommend that you seriously consider  
 13 as new GM for the District.  
 14 Thank you.  
 15 MS. CARDINALE: Lynette Cardinale.  
 16 Incline Village resident, 1056 Saw Mill Road.  
 17 On Monday, on the 9th, I believe, I had a  
 18 doctor's appointment in Truckee, and I left early  
 19 enough, quarter of 2:00 in the afternoon. The  
 20 pipeline project was going on. I didn't think that  
 21 would be a problem because it never has been on the  
 22 other side of 28 going to Carson City.  
 23 My appointment was at 3:30 at the Sierra  
 24 Meadows, Brockway Road, Truckee, California. It  
 25 took me one hour including all the people behind me

16

1 and in front of me to reach the Biltmore. That is  
 2 absolutely obscene. In addition, it took even  
 3 longer to get down past that towards Kings Beach.  
 4 Now, I'm not sure, I was just informed by  
 5 Trustee Tulloch that you guys are not part of that,  
 6 that would be Placer County, but there was someone  
 7 on the Facebook page which was an IVGID  
 8 communication that was communicating with the people  
 9 that were distressed about it saying that that  
 10 project cannot be delayed. There is a bit of  
 11 confusion. Needless to say, this incident still  
 12 happened.  
 13 As I carried on to my appointment, I  
 14 finally got to Truckee two hours later for my  
 15 acupuncture appointment. As I returned, I had maybe  
 16 a five-minute delay at Chipmunk, and then I sailed  
 17 through back from Kings Beach into Incline. When I  
 18 looked on the other side, the people exiting Incline  
 19 again were backed up and was not being treated  
 20 equally in getting the amount of time to pass  
 21 between one station -- or one lane to another. This  
 22 is very dangerous, especially in a fire situation  
 23 that we are now.  
 24 When I read the article at Tahoe Tribune,  
 25 it was quite alarming because they mentioned a

17

1 problem, but stated that it only took 30 minutes to  
 2 get to Incline, which it took me over an hour --  
 3 excuse me -- into Kings Beach. It also said that  
 4 the project would be stopped at 4:00 and 6:00; it  
 5 was not. When I returned from my appointment at  
 6 five o'clock, it was still backed up on the Incline  
 7 side, but freed and sailed along from Kings Beach  
 8 back into Incline.

9 This is very dangerous for our community.  
 10 I'm just trying to bring your attention to it  
 11 because it needs to be resolved with you start  
 12 talking with Placer County or doing something on  
 13 your behalf.

14 Thank you.

15 TRUSTEE DENT: Just for the record, IVGID  
 16 does not have any construction projects going in  
 17 California, so it's not our jurisdiction.

18 MR. JURSS: Hello, everyone. My name is  
 19 James Jurss, for the record, and I am Happy Tiers  
 20 Cafe and Bakery, my wife and I. We are also locals,  
 21 and she has been for many, many years. I've been  
 22 blessed to be here since 2018.

23 I really just wanted to come down and echo  
 24 what Russ already said. We're in the same plaza,  
 25 similar situations, and really speak on behalf of

18

1 people like Tonya, with the juice bar. Small  
 2 businesses, there's just no way to cover those  
 3 expenses. And I heard mentioned earlier that,  
 4 perhaps, that should be passed onto the owner of the  
 5 property and things like that. Well, that's  
 6 difficult because it will get passed on to us  
 7 through rents and fees and other additional  
 8 expenses.

9 But as a problem within the community or,  
 10 you know, I think it's everyone's goals to seek  
 11 solutions. As a business owner, that's been  
 12 number one goal for me. Through COVID, through our  
 13 startup, it was just very difficult to find a path  
 14 toward achieving the result that was required at the  
 15 time. And then every time we hit that, that point  
 16 where we thought we could open, it felt like a  
 17 meteor would hit us. And one of those meteors was  
 18 the grease interceptor information that, when I went  
 19 to Washoe County initially, and I talked to zoning  
 20 and building and said can we build here, they said  
 21 yes, sir. And they handed me a written permit and  
 22 said to start building.

23 Then midway through the build, an  
 24 inspector comes in and says what are you doing? I'm  
 25 building a cafe, want some coffee? And he says,

19

1 well, you can't do that here. I said, well, how do  
 2 I move forward?

3 From that point forward, it almost  
 4 bankrupted us twice. And we were winging it. We  
 5 had very, very, very liquid for something of that  
 6 size. And so it entirely crushed us. We were  
 7 exactly three days. I went to IVGID finally, and I  
 8 said after building, visiting dozens of times, can  
 9 we get some coffee. They found a solution through  
 10 the variance and I am appreciative of the work that  
 11 is being done to find compromise. And I hope to  
 12 that end we can continue to move forward to achieve  
 13 results as a community.

14 And I'll speak for everybody involved,  
 15 because we wouldn't be open if it wasn't for Russ  
 16 and Justin and Lon and Tonya, and the voices of the  
 17 other business in that plaza. If we hadn't all sat  
 18 down and agreed to work together toward a solution,  
 19 we wouldn't have gotten the owner of the property to  
 20 agree, and I got to give Tony Robinson a shout-out  
 21 for that because he also advocated on our behalf.

22 It was very much a joint effort, and I'm  
 23 looking forward to finding solutions together.

24 TRUSTEE DENT: I'll just address this  
 25 grease interceptor thing that's coming up. The

20

1 Board had never taken any action on the grease  
 2 interceptor. We put it on the agenda to understand  
 3 what's going on and what's impacting the business  
 4 owners and what is being brought down. There isn't  
 5 going to be any action taken on this tonight. If  
 6 anything, it would be direction given to staff on  
 7 bringing back an item to us.

8 There are a lot of people from the  
 9 restaurants here, so I just want to make sure you  
 10 guys understand that.

11 Then, secondly, another note as it relates  
 12 to construction projects, the Highway 28 project has  
 13 been suspended just due to emergency exit. Just  
 14 giving everyone a heads-up on that.

15 MR. WRIGHT: Frank Wright, Crystal Bay.  
 16 It's been going for 12, 13, 14 years.  
 17 We're in trouble. How much trouble are we in?  
 18 Well, it looks like we're going to Washoe County to  
 19 ask them for assistance in our financials. Do you  
 20 have a backup plan? What is Washoe County telling  
 21 you, to forget it? Or you can't find somebody? Why  
 22 has it gotten to this point?

23 It's gotten to this point because lack of  
 24 effort, lack of oversight, lack of consistency in  
 25 financial reporting, total lack of transparency.

21

1 We're here because the people that have  
2 been working for everybody keeps telling us are  
3 wonderful employees and all left, it's a good thing  
4 they left, they got us in a mess. And that mess is  
5 not going to be easy to inwind.  
6 I'll make a suggestion to you, you  
7 probably won't take it, push it off to the next  
8 board meeting, we have a lot of wonderful, talented  
9 people in this community, very talented attorneys,  
10 forensic auditors, accountants that could come  
11 forward and help fix this mess.  
12 When you have a restaurant that year  
13 after year after year loses money and no one does  
14 anything, what does that say about the people that  
15 have been here? We're talking about a lot of money.  
16 Our money. And there's nobody taking care of this  
17 mess. Shut the thing down, you'd save money.  
18 If you can't run a business, you shouldn't  
19 be in business. If you have these kind of losses,  
20 you've got to do something, not push it off to the  
21 next board meeting or the next board meeting. You  
22 gotta do it now. Now. Not yesterday. Now.  
23 But I don't see anything happening in that  
24 respect. We brought in a new food and beverage guy  
25 and a golf guy, he's gone, he didn't last a year.

23

1 find more damning. As Principal Rooney said in  
2 *Ferris Bueller's Day Off*, "Wake up and smell the  
3 coffee, Ms. Bueller." Stop making excuses. Realize  
4 what you have in front of us.  
5 Those in our community, I hope you're  
6 listening, it's impossible for us to break even with  
7 our event and facilities sales; that's what the  
8 expert said. It's impossible for us to break even  
9 with our food and beverage sales; that's what the  
10 consultant said. We all know our Parks and  
11 Recreation businesses are impossible to break even,  
12 we lose over a million dollars annually. We all  
13 know our Rec Center business impossible to break  
14 even, and we readily accept this fact. The tennis  
15 center is impossible to break even, especially with  
16 the looming \$7-million CIP costs just for half the  
17 courts to be redone. Neither golf course has broken  
18 even in the 17 years Judy and I have been here.  
19 Trustee candidates Homan and Jezycki  
20 think, oh, we can turn this around, and think  
21 they're going to get with new people, it's going to  
22 break even. They're delusional. Wake up and smell  
23 the coffee.  
24 That leaves Diamond Peak, where the latest  
25 budget proposes it will only make 500,000 this year,

22

1 There are plenty of people here who could help  
2 unwind this thing. If you think putting in the same  
3 type of trustees that we've had is going to fix it,  
4 you're wrong. It's only going to get worse.  
5 When you have community members that keep  
6 coming to this board meeting and talking about  
7 Troon, it's gone, nobody's doing anything with  
8 Troon. We gotta sit here and listen to her  
9 dissertation about Troon? It's gone. You should  
10 have cut her off and said, hey, we're not talking  
11 about that. But she's welcome to her opinion. I'd  
12 like to see her talk about finances. I'd like to  
13 see her talk about candidates who are qualified.  
14 Thank you.  
15 TRUSTEE DENT: Zoom, please.  
16 MR. KATZ: Good evening. Aaron Katz, P.O.  
17 Box 3022. I have several written statements I've  
18 given to Heidi to be attached to the minutes of this  
19 meeting.  
20 I'd like to talk about item E 2, receiving  
21 and filing of the Sartan food and beverage report.  
22 I say: What the heck is wrong with your staff?  
23 Well, I know what it is, but you people  
24 don't. Most of us felt that the RubinBrown forensic  
25 report was damning. And it was. Now this, which I

24

1 not 3 million. There are no funds to share with the  
2 other facilities. I disagree when all of the  
3 looming CIP's are factored in. We will lose our  
4 shirts like we do with everything else.  
5 Five-year CIP program projects, 56.5  
6 million just on recreation and beach CIP costs. So  
7 why are we doing all this? And for whom are we  
8 doing all of this? You're forcing local parcel  
9 owners to involuntary subsidize all this garbage.  
10 And it's garbage. Why?  
11 Turn this shipwreck over to the county.  
12 You've already admitted we're not capable of  
13 managing our finances; I say you're not capable of  
14 managing anything. Wake up and smell the coffee.  
15 Thank you.  
16 MS. KNAAK: Yolanda Knaak, full-time  
17 resident, Incline Village.  
18 I would to thank the IVGID board for  
19 temporarily stopping the effluent pipeline work on  
20 28 in the event that we have to evacuate.  
21 Fortunately, it looks like the wind has calmed down,  
22 so that's good for another day.  
23 Thank you so much. Bye.  
24 MR. BELOTE: That was our last public  
25 comment in the queue.

25

1 TRUSTEE DENT: That will close out item C.  
 2 Moving on to item D.  
 3 D. APPROVAL OF THE AGENDA  
 4 TRUSTEE DENT: I believe there's been a  
 5 request to remove item F 3 is that correct, Ms.  
 6 Crocker?  
 7 MS. CROCKER: Correct. Yes.  
 8 TRUSTEE DENT: Then, Trustee Tulloch, are  
 9 we -- and that's removing it from the meeting?  
 10 MS. CROCKER: It's removing it from the  
 11 meeting.  
 12 TRUSTEE DENT: And then F 2, are we going  
 13 to be moving that to a general business item?  
 14 TRUSTEE TULLOCH: Yes, please.  
 15 TRUSTEE DENT: Okay. If we make item F 2  
 16 the last item on the agenda, is everyone okay with  
 17 that, make it G 6?  
 18 All right. I don't see any objections to  
 19 that. The agenda is approved. Moving on to item E.  
 20 E. REPORTS TO THE BOARD  
 21 E 1. General Manager's Monthly Report  
 22 TRUSTEE DENT: Item E 1 is the General  
 23 Manager's status report. Requesting staff member,  
 24 acting General Manager Ms. Crocker. This can be  
 25 found on page 3 through page 30 of your board

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1 packet.  
 2 MS. CROCKER: I'd like to start with the  
 3 Washoe County interaction. Staff has reached out.  
 4 Let me back up a little bit.  
 5 As we know, we have been short within our  
 6 finance department. We lost our finance director as  
 7 well as our assistant finance director. And so we  
 8 have -- staff has reached out to Washoe County, and  
 9 they have been very helpful in answering any  
 10 questions that we have had regarding some of our  
 11 financials and so forth. I wanted to share that.  
 12 We do have an item this evening regarding  
 13 IVGID requesting the interim financial director.  
 14 However once we get to that item, we will explain  
 15 that in more detail regarding that.  
 16 And then I did want to report on the  
 17 RubinBrown status report. They have requested final  
 18 payment, and we are waiting for receipt of some of  
 19 their data. So that's what we're waiting for right  
 20 now.  
 21 And then also IVGID's controller has  
 22 submitted to the State of Nevada, Department of  
 23 Taxation, the bank reconciliations for the month of  
 24 May, 2024. June and July, 2024, reconciliations are  
 25 80 percent complete. And hopefully the plan is that

27

1 they will be a hundred percent completed by the end  
 2 of this week and then submitted.  
 3 Treasurer Tulloch is working with Davis  
 4 Farr to get an updated quote and finalize the  
 5 engagement letter.  
 6 And then on September 24th, The Chateau  
 7 has been reserved for Tuesday, September 24th, for a  
 8 town hall for the community. Staff will be sending  
 9 out the notice on the 17th of September. The reason  
 10 why it was rescheduled from September 25th to the  
 11 24th is because it was a golf tournament and a  
 12 dinner already booked on the 25th.  
 13 Then director of finance job opportunity,  
 14 the director of finance job posting was completed on  
 15 Friday, August 30th, 2024. We did -- staff received  
 16 feedback from Trustee Noble, Trustee Tonking, and  
 17 Trustee Tulloch regarding the posing on that.  
 18 Also, the request for proposal was placed  
 19 on PlanetBids on Friday, August 30th, 2024, and that  
 20 was for management services. Responses are due back  
 21 on September 25th, 2024.  
 22 Attached to the report are venue status  
 23 reports. And there is no golf status report at this  
 24 time for the reason -- there was revenues but there  
 25 was no expenditures associated with that. At the

28

1 next month, we will have both of those expenditures.  
 2 And I also wanted to identify that staff  
 3 member Madonna Dunbar was recently notified that she  
 4 was a recipient of a Golden Pinecone Lifetime  
 5 Achievement Award. She will receive this award at a  
 6 gala event on October 10th. Staff is very proud of  
 7 her achievement regarding that.  
 8 Also, congratulations to Pandora Bahlman  
 9 for her 24 years of service with IVGID. She will be  
 10 retiring as a Recreation Center manager on  
 11 September 13th, this week.  
 12 If there's any questions regarding any of  
 13 the venue reports, I'd be more than happy to answer  
 14 that. And there's -- also attached to this report  
 15 is our public records log.  
 16 Thank you.  
 17 CHAIR SCHMITZ: You didn't mention the  
 18 third accountant position. I believe the Board had  
 19 requested, and I believe Mr. Magee had told us that  
 20 that was actively being recruited for. You didn't  
 21 mention that, and if I missed it your report, I  
 22 apologize. Do you have update for us on that?  
 23 MS. CROCKER: I did speak with HR today,  
 24 and we are going to be opening up that accountant  
 25 position.



29

1 In addition, as I mentioned a couple of  
 2 minutes ago, when we get to the item regarding  
 3 requesting assistance from the county, I was going  
 4 to address at that time as well.

5 CHAIR SCHMITZ: Then just a follow-up  
 6 question, the Committee on Local Government Finance  
 7 was also promised, and I believe Sue, who was here  
 8 before the Board, she indicates that she would be  
 9 providing them the RubinBrown observations, what  
 10 items staff believes they have addressed. The other  
 11 thing that the committee had requested was dates  
 12 that the non-completed observations would be  
 13 complete. I don't believe that we have seen any of  
 14 that. Where is that?

15 MS. CROCKER: Our former general manager,  
 16 Mr. Magee, had put together a listing of some of  
 17 these observations. And right now, again, if we  
 18 have our director of finance, the individual  
 19 employee can help us verify if these objections are  
 20 accurate or not. That is where we're at with this.

21 We do have some information on our  
 22 observations, but we also have quite a bit of  
 23 observations that will take awhile to accomplish.  
 24 Staff could put that on as a date for those reports  
 25 if that's what the Board would like.

31

1 but, to me, on the surface, it doesn't seem to be an  
 2 appropriate use of P cards.

3 So it's not about the Board not liking  
 4 something; I think it's more about the Board wanting  
 5 policy to be followed and adhered to. And that when  
 6 we approve things, we understand the total cost, not  
 7 that it's being hidden on someone's P card.

8 So I wanted to clarify that. And I do  
 9 appreciate the fact that you took the time to answer  
 10 the questions in writing and share it with all of  
 11 the other trustees.

12 MS. CROCKER: I would like to respond  
 13 regarding that procurement card purchase and the  
 14 policy. I have reviewed the policy of procurement  
 15 cards.

16 We are within the policy, staff is within  
 17 the policy. However, I'm recommending to our  
 18 finance department to add a practice to our policy,  
 19 because there is no practice, in regards to limits.  
 20 It just says -- the policy is very vague, and I  
 21 think in order to address this issue we need to have  
 22 a practice as part of the policy regarding the  
 23 limits of what this procurement card could be spent  
 24 on.

25 As an example, would it be under \$100,

30

1 CHAIR SCHMITZ: I want to mention to the  
 2 public -- and thank you, I believe you received some  
 3 questions on the venue reports from myself and also  
 4 from Trustee Tulloch. I appreciate the fact that  
 5 you answered those and shared it with all the  
 6 trustees.

7 But one of those questions was pertaining  
 8 to the use of P cards for buying aftermarket add-ons  
 9 for trucks that we are purchasing. And I think the  
 10 words -- the language in the report was that the  
 11 Board isn't in favor of this. I think the Board  
 12 really wants policy to be followed.

13 So I think it's important to clarify what  
 14 is the policy for the use of P cards, is that  
 15 appropriate? Because I think that staff should have  
 16 brought to the Board all of the options that they  
 17 were intending to buy with these trucks so that it  
 18 was transparent to the Board what these costs were  
 19 going to be in complete -- in total.

20 So I think that it's not about the Board  
 21 not liking this; it's more about the board expecting  
 22 transparency when we're approving purchases. And  
 23 also the adherence to what the P card policy is. As  
 24 trustees, I for one, I don't know what that policy  
 25 is and I don't know if that's an appropriate use,

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1 under \$200? That would need to be determined, and  
 2 that would be part of this practice. And that will  
 3 be coming back to the Board. That is one of my  
 4 priorities that I mentioned with the finance  
 5 department.

6 TRUSTEE TULLOCH: I'm a bit confused with  
 7 regard to the point Chair Schmitz brought up with  
 8 the report to CLGF. When we attended the CLGF in  
 9 earlier August, then-General Manager Magee made a  
 10 firm commitment to provide the CLGF with all the  
 11 information requested with actions taken to date on  
 12 the RubinBrown report and everything we had done.  
 13 I, myself, also made the same guarantee of on behalf  
 14 of the Board that this would be provided by  
 15 August 30th.

16 At the last board meeting, we discussed  
 17 this, we asked about this, and the Board was assured  
 18 that it was ready and it would be provided to the  
 19 CLGF by August the 30th. And we also requested that  
 20 the Board members also receive a copy of all the  
 21 information provided.

22 It now appears there's been nothing  
 23 provided to the CLGF, and I have to go on my knees  
 24 and explain why the Board has not acted on this  
 25 after I gave my personal assurance and after being

33

1 assured at a board meeting it is. I find that  
 2 deeply disturbing.  
 3 If Mr. Magee had not prepared it, we  
 4 should have come clean about that at the last board  
 5 meeting. The Board should not have been put this  
 6 position. We should not be -- we were on sticky  
 7 wicket with the CLGF for multiple reasons already,  
 8 and this simply makes the matter worse. Especially  
 9 now when we don't even have a completion date for  
 10 that. I find that very disturbing.  
 11 With regard to the procurement cards, it's  
 12 actually slightly more serious than what is being  
 13 suggested, because I just found out, in discussions  
 14 with Director Nelson, that these items been  
 15 purchased for the new trucks that weren't disclosed  
 16 as part of the capital request were being charged to  
 17 capital. So suddenly this thousand bucks on  
 18 aftermarket accessories is also being added to the  
 19 capital, which is out with the capital that's been  
 20 authorized by the Board for the purchase of these  
 21 trucks. We're actually -- we're contravening  
 22 several policies in terms of there, because any  
 23 capital proposal that comes to the Board should be  
 24 complete, there should not be any additional  
 25 spending done under the counter or on the

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1 procurement card or whatever.  
 2 With regard to the venue reports, I'm  
 3 delighted to see that, finally, after almost a year  
 4 and a half of requesting that we get -- the Board  
 5 gets proper financial information, we are starting  
 6 to see a couple of numbers appearing in some of  
 7 these reports.  
 8 I would encourage you to make sure that  
 9 all the departments are providing these in the  
 10 reports. They should be standard practice. Every  
 11 business I've worked in, it's been standard  
 12 practice. If you don't provide your numbers in your  
 13 monthly report, you tend not to stay in that  
 14 position very long. It is helpful.  
 15 I would also give due warning to the  
 16 general public, though, we see some numbers that  
 17 look excellent and you think, wow, there's a 150  
 18 grand profit here. I would caution that a lot of  
 19 expenses have not come through in these numbers yet.  
 20 Central services costs, utilities, insurance, none  
 21 of these numbers have actually been included in  
 22 these expense reports. The actual numbers are a lot  
 23 less encouraging in terms of that. It is very  
 24 positive to see them, though, and I thank you for  
 25 your effort.

35

1 Also, we need to make sure that we  
 2 breakdown, we properly distinguish the revenues  
 3 coming from beach aquatics as opposed to Rec Center  
 4 aquatics. As the public's aware, we've got to be  
 5 very careful, some Crystal Bay residents do not have  
 6 beach access and we need to be very careful that we  
 7 are not subsidizing across between the two with some  
 8 fungible funds.  
 9 I also just discovered that we're doing  
 10 standard allocations of quite significant amount of  
 11 Parks and Rec staff just allocated directly to  
 12 beaches. Again, I think that's something else we  
 13 need to be careful that we're not carrying out  
 14 across subsidies. I've discussed with the finance  
 15 staff, and we'll follow up to see that. We need to  
 16 make sure that if we're doing standardized  
 17 allocations of staffing -- when I looked at last  
 18 December's beach numbers, I found that we had about  
 19 seven or eight Parks and Rec department staff being  
 20 charged to the beaches and aquatics supervisors  
 21 being charged to the beaches in December, which  
 22 seemed kind of strange to me, but turns out it's all  
 23 been done in a preprogrammed salary allocation. I  
 24 think we need to look very carefully at those.  
 25 Thank you.

36

1 TRUSTEE DENT: Any additional questions?  
 2 MS. CROCKER: I do have a question and I  
 3 apologize.  
 4 From last board meeting regarding the  
 5 RubinBrown report, it was my understanding it was  
 6 the reconciliations, so I would like direction from  
 7 the board regarding -- as I shared, this RubinBrown  
 8 report, we're not going to be able to complete a lot  
 9 of these items that are on this report.  
 10 Would you like staff to submit it with  
 11 comments regarding those that maybe it'll be in  
 12 two years? As an example, we have a point of sale  
 13 that our IT department is working on right now, and  
 14 that will not be completed for two years.  
 15 So I just need direction from the Board  
 16 how you would like me to proceed with this.  
 17 TRUSTEE DENT: Understood.  
 18 TRUSTEE TULLOCH: If I can clarify, the  
 19 commitment given to the CLGF by former GM Magee was  
 20 to provide the CLGF with an update of the actions we  
 21 have taken to date on the RubinBrown report. We  
 22 were previously provided with an early draft of it  
 23 by GM Magee. That was the commitment.  
 24 It wasn't a commitment to say that we  
 25 completed all these actions; it was to give them a

37

1 running update where we were because, obviously,  
 2 some of these things, particularly the lack of  
 3 segregation of duties and approval of expenditures,  
 4 were deeply disturbing to the committee.  
 5           What we're looking for is not a copy of  
 6 the staff dissertation on it. What we're looking  
 7 for is a factual report on what actions we have  
 8 actually taken to date on each of these 41 points.  
 9 And also if we have anticipated dates for completion  
 10 of others, include that.  
 11           MS. CROCKER: Thank you for the  
 12 clarification. Staff will do that within the next  
 13 month.  
 14           TRUSTEE DENT: You will also provide that  
 15 to the trustees?  
 16           MS. CROCKER: Absolutely. Yes. Thank  
 17 you.  
 18           TRUSTEE TULLOCH: Can I request to have  
 19 this for the next board meeting so we can get it to  
 20 the CLGF as soon as possible?  
 21           MS. CROCKER: It will be the first meeting  
 22 in October. Would you like it sooner?  
 23           TRUSTEE TULLOCH: I'd like it sooner. I  
 24 gave my personal commitment that we would provide  
 25 this.

39

1 bringing back, the second meeting in October, a very  
 2 comprehensive report regarding our revenues and  
 3 expenditures regarding our food and beverage, as  
 4 well as the changes that we've already incorporated  
 5 in this.  
 6           I did want to say and expand on the  
 7 comment regarding that there may not be -- staff may  
 8 not be recommending all of the recommended changes  
 9 in this report because they might not be consistent  
 10 to what our policies are or what the direction our  
 11 board wants to go. As an example, one of the  
 12 recommendations was for us to -- for The Grille at  
 13 the golf course to be opened year round, and I'm not  
 14 sure that's something we would want to do and is  
 15 even feasible to do. That's an example of not  
 16 wanting -- or not taking all of their  
 17 recommendations. We need to look at all of the  
 18 recommendations again to see if this is something  
 19 that's feasible that we would want to be doing.  
 20           Any questions on this?  
 21           TRUSTEE DENT: Any questions from my  
 22 colleagues?  
 23           CHAIR SCHMITZ: Thank you for bringing  
 24 this item forward. I would suggest that staff at  
 25 the October meeting when bringing back the agenda

38

1           TRUSTEE DENT: Since you're the treasurer,  
 2 why don't you work with staff offline on that.  
 3           TRUSTEE TULLOCH: I will do.  
 4           TRUSTEE DENT: That will close out item E  
 5 1. Moving on to item E 2.  
 6           E 2. Food and Beverage Report  
 7           TRUSTEE DENT: Receive and file -- receive  
 8 the food and beverage report by consultant Chris  
 9 Sartan. This can be found on pages 31 through 54 of  
 10 your board packet. Acting General Manager Crocker,  
 11 this is your item.  
 12           MS. CROCKER: Yes. This report was  
 13 prepared by a consultant, Chris Sartan. And instead  
 14 of going through the entire report, there was a lot  
 15 of information regarding inventory control, costs of  
 16 goods sold, financial performance, revenue  
 17 recording, how we record our revenues, and, again,  
 18 why the department is losing money in private event  
 19 losses. It was a pretty -- there was a lot of  
 20 information in this report.  
 21           And I can say that I have met with the  
 22 food and beverage staff regarding some of these  
 23 issues, and they have made some changes, especially  
 24 in inventory control, how are they reporting, their  
 25 costs of goods sold and so forth. We will be

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1 item on the food and beverage, that it include a  
 2 clear, detailed action plan for the items identified  
 3 in this report, because I think there may be some  
 4 decision points for the Board, there may be things  
 5 that the Board should be informed of, but I think  
 6 what's most important is to have a clear action plan  
 7 that can be tracked and measured because there were  
 8 significant deficiencies. I would request that to  
 9 come back with the other item.  
 10           The other thing that jumped out at me was  
 11 the point of sales system at all of the venues.  
 12 This was a huge issue in the RubinBrown report. It  
 13 was another issue here how human errors can  
 14 intervene, and our financial system shouldn't be run  
 15 off Excel spreadsheets.  
 16           When we hit the agenda item about the  
 17 resources from Washoe County, I think that we have  
 18 to make a clear priority to implement some sort of  
 19 automated interface between our current point of  
 20 sale system Tyler system so we don't have human  
 21 error entering into the situation.  
 22           Those are my couple of suggestions. Thank  
 23 you.  
 24           MS. CROCKER: Thank you, Chair.  
 25           TRUSTEE TULLOCH: I'm a little bit

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1 surprised that Mr. Sartan's not here to explain his  
 2 report because, frankly, it's a shocking report,  
 3 both from the consultant and from our food and  
 4 beverage operations, unfortunately. It appears that  
 5 all the numbers that we're using to calculate  
 6 pricing to claim revenues, to claim costs of goods  
 7 sold are totally fictitious, they are just based on  
 8 percentages of there. We've already seen the food  
 9 and beverage invoices coming in that are not  
 10 attributed to any operation, just divvied as of  
 11 when, wherever we think they go. The only real  
 12 number we've seen was mentioned by a member of the  
 13 public in public comment, the minus 700k, the 700k  
 14 that we lost on food and beverage operations.

15 Other past months, we've been discussing  
 16 the new beach house, and we're told by staff they  
 17 have to have a \$3-million kitchen built into this so  
 18 we can do \$100,000-worth of revenues, and probably  
 19 lose another \$250,000 based on these numbers.

20 I would say that report is good. It  
 21 identifies a number of small tactical things. It  
 22 completely fails to address the strategic need to  
 23 completely revisit these operations and understand  
 24 what we're actually doing.

25 I'm also extremely disturbed as a

42

1 professional consultant myself to see a consulting  
 2 coming in and his recommendations, oh, in my  
 3 opinion, the taxpayers should continue to subsidize  
 4 this. I mean, that's extremely unprofessional for a  
 5 consultant to actually deliver that. He's not a  
 6 taxpayer here, he's not a voter, he's not a resident  
 7 here. To provide an opinion that residents should  
 8 subsidize that is false.

9 He also seems to be under the impression  
 10 that The Grille is a private golf club. Now,  
 11 actually, I would tend to -- I would be in support  
 12 of doing that because if it was a private golf club,  
 13 the golfers would have to be paying a monthly fee  
 14 and have a monthly commitment to food and beverage  
 15 to cover these losses, but that's not the case. The  
 16 recommendations that we run it as a private club are  
 17 fictitious.

18 I mean, it's disappointing. I understand  
 19 the food and beverage staff being concerned about  
 20 this. But really what we need to is -- it's not  
 21 making some small tactical changes and changing the  
 22 chardonnay we serve and charging 40 cents more a  
 23 glass for the chardonnay. This is about a complete  
 24 restructuring and revisiting of how we actually run  
 25 our food and beverage operations.

43

1 And to run a food and beverage operation  
 2 best, there's maybe a five percent net margin, you  
 3 need to understand all your costs properly, you need  
 4 a proper inventory control, you need to control all  
 5 these aspects.

6 Again, there's another -- we treat our  
 7 staff well, but I think there's also a highlight of  
 8 a huge disconnect between our staffing cost and  
 9 comparable staffing costs in the village. These are  
 10 all things we need to address.

11 Hopefully if staff is coming back in  
 12 October with a report, it is a proper plan, it's not  
 13 just, well, keeping subsidizing this and maybe we'll  
 14 do better. We've known for 18 months now, as long  
 15 as I've been on the Board, that we're losing our  
 16 shirt in food and beverage, and we still just keep  
 17 going down the same path.

18 TRUSTEE DENT: When you do come back with  
 19 your report, it would be really beneficial to  
 20 understand how we went from losing the \$1- or \$2,000  
 21 a day in food and beverage to whatever it ends up  
 22 being in your report, and give us reasons as to why  
 23 whether that is actually understanding what we  
 24 bought and what we sold, or if we cut our costs or  
 25 whatever it is.

44

1 Anytime anyone's come to us over the last  
 2 14, 15 months regarding this, we get no answers. It  
 3 took a year just have someone even look at this.  
 4 And, to me, it's really simple: We're buying things  
 5 and we have people -- there's assets that cost  
 6 money, and there's something we charge for.

7 So something is out of whack.

8 TRUSTEE TULLOCH: Not to bore you further,  
 9 but I think there's another very important part. In  
 10 looking at the July numbers for the facilities where  
 11 they showed no revenue but 120,000-odd in costs, I  
 12 think there are some revenues still to come in.

13 Facilities this year has a revenue target  
 14 of \$2 million, and if we're losing money at this  
 15 rate, I think we need to revisit our targeting and  
 16 our costs for facilities very, very quickly before  
 17 we're finding ourselves another half million dollars  
 18 in the hole. I think that's a very serious issue.

19 There's no point in bidding for business  
 20 that we're actually -- they're losing money on when  
 21 it's for -- it's not even for the community, it's  
 22 for external users. Taxpayers and fee payers should  
 23 not be subsidizing external users in that respect.

24 MS. CROCKER: I want to say thank you for  
 25 the feedback, and incorporating items in our report.

45

1 TRUSTEE TONKING: To your point, Trustee  
 2 Dent, I do want to make sure, though, that that  
 3 calculation is correct because I have not been able  
 4 to back into that \$4,000 number that was thrown out.  
 5 I would like, A, someone to back into what  
 6 it was in the past and compare to now so we don't  
 7 give a -- or acting GM Crocker a not-correct  
 8 variable to be working towards.  
 9 TRUSTEE DENT: As far as the 1- to 2,000  
 10 loss a day, that's what you were talking about?  
 11 TRUSTEE TONKING: Yeah. Because I don't  
 12 think the number is correct. I would like someone  
 13 to back into it, from our staff in the finance  
 14 department.  
 15 MS. CROCKER: What I would be doing is  
 16 checking our financials from last year at the  
 17 completion of June 2024.  
 18 TRUSTEE DENT: Understood. We will look  
 19 into it. And, Ms. Crocker, feel free to work with  
 20 the Chair as you work through this process. If  
 21 there are questions, you can ask other trustees.  
 22 Make that comparison regarding that to verify those  
 23 numbers.  
 24 TRUSTEE TONKING: Thank you very much.  
 25 TRUSTEE TULLOCH: Yeah, I mean if some

47

1 grease interceptor policy is a direct result of  
 2 building code regulations. Much of what we do in  
 3 Public Works is regulatory driven, and this is no  
 4 different.  
 5 The reason why we have the policy is to  
 6 protect IVGID's infrastructure from sewer clogs,  
 7 backups, and uncontrolled spills. We try to prevent  
 8 the fat, oil, and grease buildup in pump stations  
 9 and try to not let it get to the treatment plant.  
 10 Once it's in the treatment plant, it leads to  
 11 fouling of the plant and very costly repairs.  
 12 So as the Public Works director, I'm  
 13 responsible for enforcing the regulations both of  
 14 the District as well as the state and federal  
 15 regulations, and overall to protect IVGID's  
 16 infrastructure and reduce the cost of repairs and  
 17 maintenance to the whole community. That being  
 18 said, I completely understand how difficult it is to  
 19 run a business, and how regulations can also be  
 20 crushing at times and a breaking point for some.  
 21 That is why we implemented the letter of  
 22 intent process. And basically what this is is when  
 23 a restaurant or grease creator pulls a building  
 24 permit or renews its business license, we reach out  
 25 to them and owner of the property to develop this

46

1 numbers have been incorrectly charged there or  
 2 revenues are not properly attributed, it's a net  
 3 zero sum, it means that some other part of the  
 4 business incorrectly reporting as well. It doesn't  
 5 actually help the overall financial position, even  
 6 if it's just wrongly apportion of the numbers.  
 7 TRUSTEE TONKING: I'm just saying that  
 8 that number is incorrect. I'm not saying that it's  
 9 -- the journal entries of where it's assigned and  
 10 location, I'm saying it's the actual calculation I  
 11 think is incorrect.  
 12 TRUSTEE DENT: Understood we will look  
 13 into it.  
 14 And, Ms. Crocker, feel free to work with  
 15 the Chair as you work through this process. If  
 16 there are questions, you can ask other trustees.  
 17 MS. CROCKER: Will do.  
 18 TRUSTEE DENT: I believe that closes out  
 19 item E 2. Moving on to item E 3.  
 20 E 3. Grease Interceptor Policy  
 21 TRUSTEE DENT: Report to the Board  
 22 regarding the grease interceptor policy. This can  
 23 be found on page 55 through 63 of your board packet.  
 24 Ms. Nelson, the floor's yours.  
 25 MS. NELSON: As stated in the report, the

48

1 letter of intent. What the letter of intent is is  
 2 basically developing a schedule for implementation.  
 3 They will provide us milestones to reach  
 4 planing deadlines, permitting, and construction as  
 5 well as being allowed to plan for funding. We  
 6 understand that this can't be done overnight or not  
 7 even over one or two years.  
 8 I believe that this letter of intent  
 9 process is a fair process for both sides to ensure  
 10 that, in the end, both the District's infrastructure  
 11 is protected as well as the properties are brought  
 12 into compliance with the current regulations.  
 13 If there are any further questions or  
 14 comments on the policy or the report, I'm willing to  
 15 answer those at this time.  
 16 TRUSTEE DENT: Ms. Nelson, can you  
 17 elaborate further on how the building code in, I  
 18 guess -- help me understand how enforcing business  
 19 license renewals falls under the building code, and  
 20 how these -- I guess I'm just trying to understand  
 21 how we're passing along these costs to these  
 22 business that have been around just because their  
 23 business license is coming for renewal.  
 24 And I understand the intent, but after  
 25 hearing that some small businesses are going to be

49

1 on the hook for \$180,000, splitting that, \$190,000,  
2 I just don't know how -- and then looking at our --  
3 the District's cost of not having any restaurants in  
4 town in five years. Or we just have restaurants  
5 that are not making any money or paying their bills.  
6 MS. NELSON: Basically what happens when a  
7 business has to renew their license, it goes to  
8 Washoe County. Washoe County reaches out to us to  
9 say: Is this business in compliance with all of  
10 your ordinances?  
11 It's at that point that we would say, you  
12 know, unfortunately, they're not in compliance with  
13 this policy. And then we would start the process  
14 from there.  
15 If they pull a building permit, as you're  
16 well aware, it's at that point that the businesses  
17 are then said, okay, well, you're building or  
18 facility is not up to code. And as part of your  
19 building permit, you have bring things into code.  
20 So that -- those are the two avenues that we have  
21 used to flag the restaurants in town.  
22 I completely understand that the fees and  
23 construction costs associated with this work is  
24 expensive. But what I've tried to demonstrate in  
25 the report is that it's expensive to the District as

51

1 that wasn't required when they started their  
2 business.  
3 MR. RUDIN: Yeah. And, again, the  
4 District's Ordinance 2 does require that there be  
5 grease interceptors for any business that does  
6 generate that oil and grease to protect the system.  
7 This is not exactly a new requirement, and  
8 it is something that the District could enforce on  
9 businesses independently.  
10 TRUSTEE DENT: I understand that. It's  
11 just may be there's an unintended consequence of  
12 approving this ordinance five or six years ago that  
13 no one interpreted that when a business license  
14 expires that we're going to then go after one of the  
15 handful of restaurants in town and tell them you  
16 have hundreds of thousands of dollars of bills  
17 coming for something you'll never see, that's going  
18 to be underground.  
19 That's my issue with it.  
20 CHAIR SCHMITZ: I agree with your  
21 sentiments. When it's a business license that needs  
22 to be renewed, I struggle with understanding how  
23 that is similar to an entirely new building permit  
24 to build something out new.  
25 But I have a question that is rising from

50

1 well. Whether -- if we were not enforcing this  
2 policy, we still have a cost to clean the sewer  
3 lines and clean pump stations and make sure we get  
4 the grease out of our infrastructure. And that  
5 doesn't include any costs of if we get fines or fees  
6 through TRPA and/or the EP for having a spill.  
7 So those are just some things to consider.  
8 I hope that answers your question.  
9 TRUSTEE DENT: Kind of. But I will --  
10 Chair Schmitz, and then, Sergio, did you have  
11 something to say?  
12 MR. RUDIN: Yeah. And I think the  
13 Director of Public Works did touch on this. Because  
14 this is a requirement under the Uniform Plumbing  
15 Code, anytime that these businesses would pull a  
16 building permit, chances are the county would be  
17 mandated to require them to install these  
18 interceptors even if we did not have these  
19 requirements in Ordinance 2.  
20 TRUSTEE DENT: I understand that.  
21 The business license renewal part is the  
22 part that throws me off because you have existing  
23 businesses that are not doing anything different,  
24 and now we're asking them to go and tear up their  
25 parking lot to put in, basically, a septic system

52

1 public comment. Ms. Nelson, there was a comment  
2 from the gentleman who owns Happy Tiers Bakery, that  
3 the county approved things, and then suddenly there  
4 seemed to be a disconnect. Is there good  
5 communication between IVGID and Washoe County and  
6 these small businesses, is there something we need  
7 to improve upon?  
8 MS. NELSON: I believe there is good  
9 communication.  
10 I think the issue with that particular  
11 business is that they actually started work without  
12 a permit and then got into a situation where Washoe  
13 County came in and said you can't be doing this work  
14 without a permit, and that kind of snowballed.  
15 Because at that point, then, you do have to fall  
16 within all of the regulations.  
17 I think the situation with Happy Tiers, I  
18 think all of the businesses on that the end of  
19 Christmas Tree Village did get together and realized  
20 that it's a good thing to do to not only protect  
21 their infrastructure on the interior of their  
22 facilities, but as well as coming into compliance  
23 with code.  
24 And they were a part of the letter of  
25 intent process. I actually believe that their

53

1 letter of intent, they were to have construction  
2 done, completed by this October. Understanding the  
3 costs of the priority one bid that they've received,  
4 we've actually suggested to them that they rebid it  
5 over the winter so hopefully more contractors are  
6 inclined to look for work and be scheduled to be on  
7 the contractor's first schedule starting in May 1.  
8 We will have another extension of the  
9 letter of intent and will continue to work with  
10 them. Hopefully they can take it out to bid and get  
11 some more contractors that are a little bit more  
12 hungry.

13 CHAIR SCHMITZ: Do we, as a district,  
14 provide them any sort of a list? Not that we're  
15 recommending anyone, but to help facilitate their  
16 receiving a bid?

17 MS. NELSON: I believe that we have  
18 mentioned some of the contractors that we work with  
19 that actually do work in Incline.

20 But, yes, you're right, we're not  
21 recommending anybody, but giving them a few more  
22 numbers to call. I believe that has happened.

23 CHAIR SCHMITZ: Then I'm sort of back to  
24 Trustee Dent's question about permit versus a  
25 business license. And I just don't understand. If

55

1 That's why we're trying to work with everybody and  
2 not make them do it overnight.

3 CHAIR SCHMITZ: Do they have any sort of  
4 grease interceptors in place right now? Are they  
5 just without? Is it no different than my kitchen  
6 sink?

7 MS. NELSON: They may or may not have  
8 what's called a "grease trap," which is just  
9 basically like a floor drain collection. However,  
10 those are often are not maintained well, clog, and  
11 create backups. That is why the UPC has moved to  
12 installing grease interceptors at restaurants or any  
13 facility that is a creator of fat, oil, or grease.

14 MR. RUDIN: To this point, the District  
15 Ordinance 2 requires the use of grease interceptors  
16 at all businesses that are creating this as a waste  
17 product into the wastewater system.

18 Our tools for enforcement include  
19 disconnection of sewer service. Of course, if the  
20 District does that, then the property can't be  
21 occupied. It's a pretty draconian punishment for  
22 not complying with our rules. And in contrast to  
23 the letter of intent process, which is generally a  
24 much more appropriate resolution that helps  
25 facilitate compliance rather than disconnection,

54

1 there is a requirement -- to me, this is a  
2 structural -- this is an infrastructure requirement  
3 of a property owner if this is something that a  
4 business isn't reaping any benefit from and they  
5 can't take it with them.

6 How is it -- why is it not a requirement  
7 of the property owner to make sure that their  
8 facilities comply with the ordinance as opposed to  
9 the individual business?

10 MS. NELSON: I don't think as a district  
11 we can dictate what the property owner does. I  
12 think that borders on infringing on property owner  
13 rights. Sergio might chime in there.

14 But we only have so many tools in the  
15 toolshed to keep everybody in compliance, and we try  
16 to work with the property owner. Whether the  
17 property owner does pass those costs along through  
18 rent, that could happen too. I just don't think the  
19 District has that ability to hold it to the property  
20 owner.

21 CHAIR SCHMITZ: But yet we're holding it  
22 to the business owner.

23 MS. NELSON: I mean, unfortunately, it  
24 would be, in my opinion, the cost of doing business,  
25 and that's where it's a hard pill to swallow.

56

1 which is what the ordinance authorizes.

2 CHAIR SCHMITZ: Do other -- Public Works  
3 Director Nelson, do you happen to know, do other  
4 agencies have the same requirements? Does Reno have  
5 these same requirements and if it was a restaurant,  
6 they would be required to install this grease  
7 interceptor? Is this just standard?

8 MS. NELSON: This is standard. The City  
9 of Reno, Washoe County all have adopted the Uniform  
10 Plumbing Code, and that's where it stems from.

11 Because it is a Uniform Plumbing Code,  
12 it's uniform to all districts.

13 CHAIR SCHMITZ: I appreciate you answering  
14 my questions.

15 TRUSTEE TULLOCH: I think -- to be clear,  
16 I think what we're all looking for here is not just  
17 to hold up a rule book and say this what you've got  
18 to do. I know that's not your intent there. I  
19 think you've laid out what the -- an objective  
20 analysis of what the position is.

21 You're showing by your numbers that it's  
22 costing IVGID approximately 120k a year, yet we've  
23 got individual business owners that it's costing  
24 each of them a 120k a year. These are business that  
25 maybe got, at best, a five-percent net return on

57

1 their investment in a good year. I think we need to  
 2 try and see if there's some ways that we can be more  
 3 creative about this.

4 I do agree, it becomes a very difficult  
 5 problem because you've got the business owners kind  
 6 of stuck as piggy in the middle, where they don't  
 7 own the property, but they're being expected to pay  
 8 for it. They don't have a lifelong lease.

9 And, yes, I mean, it is a fact of life  
 10 that if the property owner pays for it, it will come  
 11 through in rent. I think that's a lot more  
 12 manageable than actually getting hit with a 125 to  
 13 150 grand to capital cost because actually these  
 14 costs don't include the costs involved inside the  
 15 property as well.

16 Now, I think -- as I am understanding it,  
 17 this applies to maybe four complexes within the  
 18 town, approximately there's about four different  
 19 areas where these issues are primarily arising. Is  
 20 there any way we can put together a small working  
 21 group to see if there's different ways? Is there  
 22 maybe some potential for doing this, establishing a  
 23 slightly different water and sewer tariff for these  
 24 properties so that there is a better way of managing  
 25 it and spreading the cost over a longer period?

59

1 regards -- I'm going to go back to the same thing.  
 2 I understand applying it to new or  
 3 remodeled plans. I have the issue -- and I  
 4 apologize for not bringing this up with you since we  
 5 discussed this earlier in the week -- with the  
 6 business license renewal aspect, where the business  
 7 hasn't actually changed, it's just an annual or  
 8 biannual license renewal and, otherwise, nothing's  
 9 changed. I would maybe suggest talking to your  
 10 counterpart in Reno or Washoe County to see what  
 11 they're doing with existing restaurants.

12 Anecdotally, I look at it -- I've been to  
 13 various remodels around the lake. And when you do  
 14 the remodel, I've had to replace sewer laterals and  
 15 waterlines that were undersized or not up to code,  
 16 and that makes sense to me.

17 But I've never seen that applied to  
 18 existing residential properties where if they have  
 19 an undersized waterline, IVGID's going around and  
 20 requiring them to just install a new waterline and  
 21 they haven't done anything else to pull a permit or  
 22 stuff. That's where I have a difficulty with the  
 23 prong on license renewal.

24 And it may be that if it's going to be  
 25 applied to a remodel or a new restaurant coming in,

58

1 Would that be a potential opportunity? I've heard  
 2 suggestions from the general public, but it should  
 3 be part of the facility fee.

4 I mean, everyone knows my stance on these  
 5 things. I don't think that's something we can do.  
 6 We're already unfairly unloading the individual  
 7 properties on their water and sewer charges compared  
 8 to some of our own operations and things.

9 But I would like to see, explore the  
 10 possibility if there is some way we can maybe get a  
 11 relevant group of people together. Let's get a  
 12 small working group, and if there's some way we can  
 13 work out some better long-term solution so we  
 14 address the problem from both sides and we don't  
 15 just kill the businesses in the process.

16 MS. NELSON: I would welcome that.

17 I would hate to see that the residents of  
 18 Incline Village and Crystal Bay would have to  
 19 subsidize the grease creators. So, yeah, let's put  
 20 a small working group and see if we can't think more  
 21 outside the box and come up with a solid  
 22 recommendation.

23 TRUSTEE TULLOCH: And I will volunteer to  
 24 support Director Nelson in that effort.

25 TRUSTEE NOBLE: Ms. Nelson, with

60

1 if those businesses are going to balk at that, that  
 2 may be the time where the property owner is going to  
 3 decide, well, I'm going to do that because that's  
 4 going to be how I'm going to actually be able to  
 5 fill that space. Otherwise, it's going to stay  
 6 vacant. And that is then something that property  
 7 owner has to entice restaurants for the foreseeable  
 8 future, versus applying it to a single restaurant  
 9 owner coming in with a lease. Like you said, they  
 10 can't take that grease interceptor with them.

11 I just -- my main point is to reach out to  
 12 your counterparts in Reno, Washoe County, to see  
 13 what they do with existing restaurants in applying  
 14 the UPC.

15 MS. NELSON: Certainly.

16 TRUSTEE TONKING: I agree with my fellow  
 17 trustees on this concept. I think there's got to be  
 18 some creative way to think about the success of  
 19 existing businesses. I know that they are costing  
 20 the District some money, year to year, but, again,  
 21 when they find out it wasn't necessary (inaudible).

22 I think the focus group is a really good  
 23 idea. And I also think really gaining knowledge on  
 24 what everyone else is doing around the area as well  
 25 and some other creative solutions. I think there



61

1 are probably other places too, not just right around  
2 us, who have moved to the Uniform Plumbing Code and  
3 have good solutions and policies in place to address  
4 this issue.  
5 I look forward to a good solution.  
6 TRUSTEE DENT: I'll just ask: Do we need  
7 do to bring back the ordinance to add the word "new"  
8 to it? So then our businesses aren't -- or is it  
9 too soon to do that?  
10 MS. NELSON: I think it's too soon to do  
11 that. I would like to work with a small working  
12 group. And I've got some research to do.  
13 Once I have those answers, then I think  
14 we'll have a better knowledge base on what we can  
15 and can't do with the policy.  
16 TRUSTEE DENT: Do we have any current  
17 businesses or parcels that are about to start  
18 construction, given the construction window is about  
19 to close, before winter? Is there anyone -- since  
20 you're closely talking to all these businesses and  
21 you know what the intent is, is there anyone that is  
22 starting this process now we should probably just  
23 tell them to hold off on? I would hate to see one  
24 business have to go spend 50,000, 20,000, 100,000,  
25 180,000 here tonight, I'd hate to see that happen

63

1 something and there is a huge fee tied to it, I  
2 think we should know that because -- I can't tell  
3 you what I knew five years ago, what I recalled when  
4 we approved this five years ago, but I don't think  
5 any of us new the unintended consequences, if there  
6 was a language change to this that we made, back in  
7 April of 2019.  
8 I think it's important that it shouldn't  
9 be the local business -- I mean, we don't hear about  
10 it unless the businesses are bringing it up or  
11 somebody else is bringing it up, but it sounds like  
12 this has been going on for a while and it's finally  
13 just spilled over so we've gotten wind of it.  
14 MS. NELSON: And I believe that this has  
15 actually been in the ordinance for quite sometime.  
16 That version of the ordinance that I quoted is just  
17 the updated version that we're operating of off,  
18 that's the approved ordinance.  
19 It has been in Ordinance 2 for some time.  
20 I wanted to clarify that.  
21 TRUSTEE DENT: Once again, speaking as a  
22 trustee, I think it's important when we're going to  
23 be passing along huge fees to local restaurants or  
24 businesses that the Board is made aware of that,  
25 especially if the Board has taken no action and it's

62

1 when we're putting all of this on pause.  
2 Does the Board need to do anything for you  
3 to reach out to all these businesses and tell them  
4 to just pause any construction plans you have right  
5 now until staff works through this, the Board works  
6 through this, and we work through this with our  
7 local restaurants?  
8 MS. NELSON: I believe that all of the  
9 restaurants that were coming into compliance for  
10 this summer have completed their construction. I  
11 think the one that was due to construct is the  
12 Christmas Tree Village.  
13 Like I spoke earlier, we suggested that  
14 they go out and try to find more bids to be able to  
15 start next May. Essentially, they are on a pause  
16 already. I think we're covered there.  
17 TRUSTEE DENT: I'll just speak as a  
18 trustee on this. I think this as like -- almost  
19 like a hidden fee that we've approved, like there's  
20 a hidden cost here. I read the ordinance, and I  
21 don't read it that we're going to go and go after  
22 people that are renewing their business license, ask  
23 them to tear open the ground and put in a grease  
24 interceptor.  
25 I feel like when the Board approves

64

1 just, what I'll say, someone's interpretation of  
2 what the policy says and how it complies with county  
3 guidelines or --  
4 MR. RUDIN: There's also federal  
5 requirements at issue here. We are required to have  
6 a program under the National Pretreatment Program  
7 rules to deal fat, oil, and grease.  
8 TRUSTEE DENT: I understand that.  
9 But, once again, we're not -- no one told  
10 us when we were doing this, we had no clue that  
11 we're pushing hundreds of thousands of dollars of  
12 costs onto local business and maybe chasing out the  
13 two handfuls of restaurants we have in town.  
14 That's -- I think it's important that --  
15 it could be anything, but when something --  
16 Kate, I know you're new in this position,  
17 so this isn't pointed at you, but I think it's an  
18 important lesson for us, it's a good takeaway for  
19 all of us, because we were completely unaware of  
20 this until it was raised to our attention.  
21 TRUSTEE TULLOCH: Totally agree with those  
22 thoughts. I think you have triggering very  
23 important thought, though.  
24 When we're bringing forward proposals,  
25 when proposals are coming to the Board, you usually

65

1 have some sort of impact analysis, what the impact  
 2 is, and that impact tends to be focused purely on  
 3 IVGID itself.

4 I think we need to make sure that any such  
 5 proposals coming forward don't just show the  
 6 internal impact, but they also show the external  
 7 impact to -- whether it's to residents, to  
 8 businesses or whatever. I think that needs to  
 9 become a standard part of our pro forma, so we  
 10 actually understand the impact of everyone involved  
 11 not just ourselves.

12 TRUSTEE DENT: I would agree.

13 CHAIR SCHMITZ: I agree with your  
 14 comments, Trustee Dent.

15 And my question is, as it relates to the  
 16 governmental requirement, is it truly a governmental  
 17 requirement that when someone changes and has to  
 18 renew a business license that they have to be  
 19 brought into compliance?

20 Because I'm sitting here saying, I  
 21 understand when you're pulling a building permit,  
 22 but this is a business license renewal. And I find  
 23 it hard to believe that the building code has a  
 24 requirement of bringing something like this into  
 25 compliance at a renewal time.

66

1 And maybe when the Board approved this  
 2 ordinance, they didn't understand that aspect.

3 TRUSTEE DENT: Any further discussion on  
 4 this item?

5 Ms. Nelson, do you have clear  
 6 understanding of where the Board is on this item and  
 7 next steps?

8 MS. NELSON: I do. Thank you.

9 TRUSTEE DENT: That will close out item E  
 10 3. It is 7:30, you guys okay moving on? Keep  
 11 going. All right.

12 We're going to continue moving on to item  
 13 F.

14 F. CONSENT CALENDAR  
 F 1. Meeting Minutes 8/6/2024  
 F 4. Ski Beach Boat Ramp Inspection  
 F 5. Ozone Analyzers Inspection and  
 Calibration

15  
 16

17 TRUSTEE DENT: I will entertain a motion  
 18 to accept the consent calendar. We have removed  
 19 items F 2 and F 3.

20 TRUSTEE TONKING: I move we approve the  
 21 consent calendar.

22 TRUSTEE TULLOCH: Second it.

23 TRUSTEE DENT: Consent calendar has been  
 24 moved and seconded. Any further discussion by the  
 25 Board?

67

1 All right. Seeing none, call for the  
 2 question. All those in favor, state aye.

3 TRUSTEE TONKING: Aye.

4 TRUSTEE TULLOCH: Aye.

5 TRUSTEE NOBLE: Aye.

6 TRUSTEE DENT: Aye.

7 CHAIR SCHMITZ: Aye.

8 TRUSTEE DENT: Consent calendar passes  
 9 5/0.

10 Moving on to item G 1.

11 G. GENERAL BUSINESS

12 G 1. Resolution 1898, Personnel Management

13 TRUSTEE DENT: Review, discuss, and  
 14 possibly approve revisions to District Policy and  
 15 Procedure 142, Resolution number 1898, Personnel  
 16 Management. Can be found on page 248 through 262 of  
 17 your board packet.

18 TRUSTEE TULLOCH: I'm trying to remember  
 19 what was in it now since it's about the fourth time  
 20 we actually got on agenda this time.

21 TRUSTEE DENT: I think what we did was we  
 22 brought back a redline. We didn't have that last  
 23 time, right?

24 TRUSTEE TULLOCH: Correct.

25 Let me just give a little bit of

68

1 background. We've been operating for -- since time  
 2 eternal, in a system where the general manager is  
 3 the only employee of the board. And that may have  
 4 been quite appropriate when we were a small,  
 5 basically, mom-and-pop business in terms of that.  
 6 Very small operation. We're now a  
 7 50-to-60-million-bucks-a-year operation, where 75 to  
 8 80 percent of our revenues comes through user fees,  
 9 not just through taxation.

10 We're the largest special district --  
 11 general improvement district in Nevada. We're  
 12 vastly bigger than most of them are, to quote  
 13 Mr. Katz, simply mosquito districts. Yet we still  
 14 charge our residents a facility fee that disappears  
 15 into the ether. Our control over the Board is  
 16 through the general manager.

17 We've seen recently our recently-departed  
 18 general manager appointed some senior staff members  
 19 to senior positions after he'd announced his  
 20 resignation. To me, that is not good governance.

21 We are a larger organization. We need to  
 22 address the realities of that. If we're going to  
 23 manage this organization effectively as a board, the  
 24 Board should have visibility to senior management  
 25 appointments. And I would stress, contrary to

69

1 public comments, this has nothing to do with  
 2 micromanagement; this is simple just good governance  
 3 practice. It happens all the time in the private  
 4 sector. There's no CEO that I know that would dare  
 5 to appoint a finance director or a primary board  
 6 director without having to -- going to his board  
 7 first and having the board approve it.  
 8 All I'm suggesting is that that the Board  
 9 has an involvement and a review of all the proposed  
 10 senior management appointments prior to them being  
 11 made so the Board is in tune with that.  
 12 I've heard comments, well, we should leave  
 13 this to the next board so the next board can choose  
 14 it. Well, I mean, as we've seen recently with the  
 15 outgoing general manager making appointments without  
 16 even referring to the Board, so I don't think it  
 17 really makes any difference who the board is in  
 18 there.  
 19 There's nothing here that changes the role  
 20 of trustees in terms of day-to-day management of  
 21 staff. This does not give trustees the right to  
 22 manage staff on a day-to-day business. That's  
 23 clearly the responsibility of the general manager.  
 24 All I've suggested is that we change the resolution  
 25 so that board members do have an involvement in the

70

1 selection of the senior team. That is all.  
 2 This is not some radical change so  
 3 somebody can dash in in a white horse and then  
 4 direct staff all the time. It's simply a good  
 5 governance proposal.  
 6 TRUSTEE DENT: Thank you. We will open  
 7 the floor.  
 8 TRUSTEE TONKING: As I've said a lot on  
 9 this, I disagree with that stance. I don't believe  
 10 that is good governance for a public organization.  
 11 I can't think of any that have actually done that,  
 12 so I'd like to state that as my first point.  
 13 My other idea is, yes, I'm fine with the  
 14 involvement of the Board and the review. I don't  
 15 think the Board should have the final say. I think  
 16 that if a board hires the correct staff members,  
 17 this could be the GM, but I don't think that should  
 18 be a problem and I don't think it should be left --  
 19 this position should be left at the political will  
 20 of the Board.  
 21 I also like the idea of having somebody  
 22 from the Board sitting on the hiring committee  
 23 providing that intake, as well as we can have a  
 24 discussion as a board and have maybe a board  
 25 recommendation. But I don't think the Board should

71

1 be allowed to have the final say.  
 2 Also, then, referring to your point about  
 3 how the previous GM did it after he resigned. I  
 4 feel like there, instead of making it this  
 5 overarching, you could easily put in an amendment  
 6 that says: No GM is allowed to place in people upon  
 7 resignation or departure from the board or within  
 8 X months of their contract date.  
 9 If that's a concern. Those are some of my  
 10 solutions to fixing this.  
 11 I don't agree with this policy. And also  
 12 I don't think this or any board should decide on  
 13 this or do this in the future. I don't think this  
 14 is the type input a board should have.  
 15 CHAIR SCHMITZ: I have a couple of points  
 16 of clarification, and then I have a question either  
 17 for Trustee Tulloch or Trustee Tonking.  
 18 I just wanted to clarify that I was the  
 19 one who edited and changed the language to always  
 20 say "people who are reporting directly to the  
 21 general manager," only so that we didn't have titles  
 22 listed and every time titles changed or there was a  
 23 change in reporting structure, we had to change this  
 24 resolution.  
 25 I think there was some comment in public

72

1 comment a few weeks ago by people being very upset  
 2 about that change. It was done very thoughtfully to  
 3 make sure that we don't have to modify it because it  
 4 was completely inconsistent. Sometimes it said  
 5 "department heads," sometimes it said "division  
 6 heads." It wasn't clear, so I cleaned it up and  
 7 just used the words "people" or "persons who report  
 8 to the general manager."  
 9 I think it's great that we do involve a  
 10 trustee as a panel when we go to hire senior  
 11 managers because the Board's perspective is,  
 12 perhaps, a slightly different perspective, and I  
 13 think it is important and I think it's valuable.  
 14 And I think we have actually done that on a few  
 15 instances, and I think it has resulted in something  
 16 positive. It's collaboration between staff and the  
 17 Board.  
 18 What I don't seem to see here -- and this  
 19 is the question for Trustee Tulloch and/or Trustee  
 20 Tonking, I don't see in here something that the  
 21 Board is the decider and is the final voice. The  
 22 only thing I'm, perhaps, thinking you're talking  
 23 about is says, "The Board, by majority rule, may  
 24 override such proposals," and if that's the  
 25 language, I think if a board has serious concerns,

73

1 at some point they either have to deal with it with  
 2 the general manager or have some sort of override.  
 3 So if that's the language that Trustee  
 4 Tonking was talking about, I just don't know where  
 5 else there's something that says that the Board has  
 6 the final say.  
 7 TRUSTEE TONKING: Yes, that is the exact  
 8 line. Because it reads to me that the Board can  
 9 decide, at the end of the day, whether or not they  
 10 want somebody there. And I think that becomes --  
 11 positions bound to the political will of board  
 12 members, and I disagree with that.  
 13 CHAIR SCHMITZ: Trustee Tulloch, was this  
 14 a change to the language? I felt like this was in  
 15 the prior version as well.  
 16 TRUSTEE DENT: Sergio, can you weigh in on  
 17 this? Because the Board already has the authority.  
 18 MR. RUDIN: No, it does not.  
 19 TRUSTEE DENT: The Board does not have the  
 20 authority to override a hire?  
 21 MR. RUDIN: No, it does not.  
 22 TRUSTEE DENT: The Board does not have the  
 23 authority to override a hire.  
 24 MR. RUDIN: It does not. The existing  
 25 policy does not include that language.

75

1 general manager. Just to clarify, that is not a  
 2 statutory requirement.  
 3 This is just something where we've -- a  
 4 policy where we've actually signed away all our  
 5 control; is that correct?  
 6 MR. RUDIN: Yeah, that is correct. NRS  
 7 Chapter 318 does not require that you have a general  
 8 manager form of government.  
 9 TRUSTEE TULLOCH: Thank you.  
 10 TRUSTEE TONKING: I think we are talking  
 11 two different things, because I think there's  
 12 something between voting against hiring, for  
 13 example, a director of golf and us voting against  
 14 that person or not funding that position. Because I  
 15 think those are two completely -- the Board can  
 16 decide they don't need a director of golf, but if  
 17 they don't agree with the person that's being  
 18 appointed, they can also vote that down through this  
 19 policy.  
 20 Those are two completely different areas.  
 21 TRUSTEE DENT: Understood. And I want to  
 22 bring something else up because I feel like the  
 23 message in here, and I think I know why it's here,  
 24 and correct me if I'm wrong in this, but in a  
 25 previous senior director appointment, trustees were

74

1 TRUSTEE DENT: Let me ask it differently:  
 2 Does the Board have the authority to remove a  
 3 position?  
 4 MR. RUDIN: Yes, you do.  
 5 TRUSTEE DENT: Okay.  
 6 MR. RUDIN: You could eliminate funding  
 7 for a position, yeah.  
 8 TRUSTEE DENT: That is where I'm going  
 9 with this.  
 10 MR. RUDIN: Yes. It would be different in  
 11 terms of the way that you go about eliminating  
 12 positions, but, no, you don't a specific authority  
 13 in the policy with respect to a hiring decisions by  
 14 the general manager.  
 15 You have the ability to eliminate  
 16 positions that aren't --  
 17 TRUSTEE DENT: We're talking the same  
 18 thing. Yeah.  
 19 MR. RUDIN: Yes.  
 20 TRUSTEE DENT: Understood.  
 21 TRUSTEE TULLOCH: If I can just clarify,  
 22 that is not a statutory requirement, that is  
 23 purely -- that issue only exists because of the  
 24 policy that was passed back in 1985 when the  
 25 then-board delegated all responsibilities to the

76

1 notified by the general manager -- some trustees  
 2 were notified by the general manager prior to the  
 3 appointment. Not all the trustees were notified.  
 4 And I feel like that is the root cause of all of  
 5 this. And Trustee Tulloch was the trustee that was  
 6 not notified of a director -- of a potential  
 7 director placement.  
 8 So I think that -- Trustee Tulloch, do you  
 9 care to speak to that?  
 10 TRUSTEE TULLOCH: Certainly. Yeah, that  
 11 is certainly the case. And what was actually worse,  
 12 it was claimed that I had been spoken to and had  
 13 approved the decision, which I find extremely  
 14 disappointing for somebody in a general manager  
 15 position. However, that is not the sole reason for  
 16 this. I've been pushing for changes in this,  
 17 basically, since I joined the Board.  
 18 This is not an isolated case. And before  
 19 anybody thinks this is just a witch hunt against the  
 20 previous general manager, that is not the case.  
 21 I've been in the community 17, 18 years. I  
 22 recall -- going back two or three general managers  
 23 ago, a general manager announced his intention to  
 24 resign and appointed -- made several promotions  
 25 after he'd resigned, and then disappeared and left

77

1 with the consequences. The board had no input.  
 2 The second -- third most-recent general  
 3 manager appointed an acting -- one of his staff as  
 4 deputy general or assistant general manager just  
 5 shortly before announcing his resignation, and then  
 6 he just automatically transferred acrossed into  
 7 general manager without really having board review  
 8 or input into that. The Board is supposed to be  
 9 responsible for appointing the general manager.  
 10 I find that a very disturbing trend. And  
 11 I also find it very poor governance.  
 12 We've all sat here over the last 18 months  
 13 and taken all sorts of abuse from the public: Why  
 14 are you appointing this person? Why are you  
 15 appointing this? Why has this position not been  
 16 filled?  
 17 And it's positions we have no actually  
 18 direct input to. The trustees are the only people  
 19 accountable and answerable to the community.  
 20 General manager is not responsible and answerable to  
 21 the community for making appointments that may be  
 22 not correct may be don't go in the correct  
 23 direction, or who may be just cronies of the general  
 24 manager. I think that's much more disturbing that  
 25 Trustee Tonking's concern that this becomes

78

1 political appointments by the trustees.  
 2 I think everyone knows me that I am an  
 3 equal opportunist. I'll dish out criticism in every  
 4 direction. I'll own up to that.  
 5 I think given the scale of the business,  
 6 the challenges we face, and the financial  
 7 involvement, I think it's essential that the Board  
 8 does have some control over the people being  
 9 appointed to make sure that we do appoint people  
 10 that can match the requirements of the District.  
 11 TRUSTEE NOBLE: In reviewing the draft  
 12 proposal for Resolution 1898, I agree with all the  
 13 changes except for in the new Section B, the last  
 14 sentence where the Board can override the  
 15 recommendation of the general manager to fill one of  
 16 the direct -- appointment -- or the direct-report  
 17 positions.  
 18 I think we have one employee, and if we  
 19 have an issue with that general manager's hiring  
 20 practices, we take up with them. Otherwise, I  
 21 believe, like Trustee Tonking said, we  
 22 over-politicize that level of position, and I don't  
 23 agree with it.  
 24 TRUSTEE DENT: Do we want to figure out a  
 25 way to create some sort of compromise with that last

79

1 sentence?  
 2 TRUSTEE TULLOCH: I respectfully disagree  
 3 with that.  
 4 Based on Trustee Tonking and Trustee  
 5 Noble's interpretation of this, the only way if a  
 6 general manager basically appoints somebody that's  
 7 totally unsuitable for the position in the view of  
 8 the Board and somebody who is not necessarily  
 9 capable for it, doesn't fulfill the qualifications,  
 10 our only recourse, then, is to take it up and to get  
 11 rid of the general manager. That doesn't seem to  
 12 make any sense to me.  
 13 TRUSTEE NOBLE: I'll respond to that. If  
 14 somebody -- if the general manager puts an  
 15 incompetent person in and there's a history of that  
 16 or a pattern of that, we got the wrong general  
 17 manager. And so it's pretty clear to me what the  
 18 resolution would be there.  
 19 TRUSTEE TONKING: Couldn't we just have a  
 20 line in there that says that all them have to meet  
 21 the position requirements, and is the Board allowed  
 22 to have a say on those requirements of the job?  
 23 MR. RUDIN: So Section 4 B it says, "Any  
 24 newly created position reporting to the general  
 25 manager will first need to be created by the Board

80

1 of Trustees with approval of the job description by  
 2 the Board of Trustees prior to recruiting for the  
 3 position." I think that does address that aspect of  
 4 it.  
 5 TRUSTEE TONKING: So can't we just say --  
 6 to the Board, can't we just say that's violating --  
 7 if they violate the job description, if they hire  
 8 someone that does not meet the criteria, then that  
 9 person can't be hired?  
 10 MR. RUDIN: Yeah. I mean, ultimately  
 11 someone's going to need to make a decision as to  
 12 whether or not they meet the criteria. And under  
 13 your existing policy, that decision is delegated to  
 14 the general manager.  
 15 I don't know that adding language saying  
 16 that they can't be hired would really address this  
 17 issue because the general manager is still going to  
 18 -- somebody is still going to need to that make that  
 19 decision.  
 20 It's not something we can simply address  
 21 via policy language.  
 22 TRUSTEE TULLOCH: If I could follow up on  
 23 that position.  
 24 Bear in mind, these employees below the  
 25 general manager are not the Board's employees.

81

1 While the Board may have approved the position  
 2 initially, the Board has no control over changes to  
 3 the job description, the job specification. These  
 4 can all be changed by the general manager or by HR  
 5 without reference to the Board.  
 6 I think that solution certainly does not  
 7 fulfill the requirement.  
 8 TRUSTEE DENT: What does the Board want to  
 9 do?  
 10 TRUSTEE TULLOCH: I'll make a motion that  
 11 we should approve the changes as drafted.  
 12 TRUSTEE DENT: Motion's been made. Is  
 13 there second?  
 14 All right. Seeing none --  
 15 CHAIR SCHMITZ: I'll second.  
 16 TRUSTEE DENT: Okay. Motion's been made  
 17 and seconded. Further discussion by the Board?  
 18 Okay. I'll call for question. All those  
 19 in favor, state aye.  
 20 TRUSTEE TULLOCH: Aye.  
 21 TRUSTEE DENT: Aye.  
 22 Opposed?  
 23 TRUSTEE TONKING: No.  
 24 TRUSTEE NOBLE: No.  
 25 MR. RUDIN: I'm not sure I heard a vote by

82

1 Chair Schmitz.  
 2 TRUSTEE DENT: Chair Schmitz, did you  
 3 vote?  
 4 CHAIR SCHMITZ: I did. I just had myself  
 5 on mute. I voted yea.  
 6 TRUSTEE DENT: Yea. Okay. Motion passes  
 7 three to two.  
 8 All right. That closes out item F 1.  
 9 Moving on to item F 2.  
 10 G 2. Appoint Interim General Manager  
 11 TRUSTEE DENT: Appoint interim general  
 12 manager, consider candidate. Acting General  
 13 Manager, Ms. Crocker, for interim general manager,  
 14 and set salary for interim general manager, provide  
 15 direction to the interim general manager regarding  
 16 priorities during interim appoint period. This can  
 17 be found on page 263 through 264 of your board  
 18 packet.  
 19 Discussion, would anyone like to --  
 20 TRUSTEE TULLOCH: I understood from the  
 21 last board meeting that we're going to be referred  
 22 to a list of candidates that have been proposed.  
 23 And I remember HR Director Feore saying that she had  
 24 several applications for that.  
 25 I mean, here -- as I recall what we

83

1 requested at the last meeting was that the Board be  
 2 informed of the candidates that are being  
 3 considered. All I see here is a single candidate.  
 4 MR. RUDIN: As I understand it, there's  
 5 only one person who would waive notice. So,  
 6 unfortunately, that is the one person that you can  
 7 consider for appointment under this agendized item  
 8 as interim general manager.  
 9 I also understand that the District has  
 10 received a number of applications for the full-time  
 11 position, which is a separate consideration than  
 12 this item.  
 13 TRUSTEE TULLOCH: To be clear, I think it  
 14 was Trustee Noble that asked that we be informed of  
 15 all those candidates that's being considered, I  
 16 think there was also several candidates, according  
 17 to Director Feore, had asked to be considered for  
 18 the interim general manager as well.  
 19 TRUSTEE NOBLE: My request was simply for  
 20 the individuals who had signed the waiver. Not all  
 21 the 40, 50-plus folks that have applied to the  
 22 general manager position because there were, I  
 23 believe, three at the last meeting that were  
 24 possibly being considered, but now there's just one  
 25 because only one has signed that waiver. That was

84

1 my reasoning at the last one was just to know who we  
 2 were actually going to be considering because we had  
 3 no idea going in who those people were.  
 4 Now we know that there is Karen Crocker.  
 5 And so, to me, that is transparent that we at least  
 6 know -- I know who we're going to be talking about.  
 7 TRUSTEE TULLOCH: So the Board -- and  
 8 again, this is no inference against any candidates,  
 9 this is not any personal thing, but I find it  
 10 disturbing in a situation where we know we're  
 11 extremely short of leadership across lots of the  
 12 venues, acting General Manager Crocker has just  
 13 joined the District six, eight weeks ago, we've  
 14 heard from public, we've heard from staff that we're  
 15 shorthanded. We have had other applications, I  
 16 believe, for interim general manager. The Board  
 17 again has not been given the chance to consider any  
 18 other candidates here because nobody's else has been  
 19 notified.  
 20 This is akin to the situation when we  
 21 tried to recruit the new general manager at the end  
 22 of last year when the Board didn't get the chance to  
 23 review any candidates. We were just handed a  
 24 shortlist of candidates that had been preselected by  
 25 staff.

85

1 Frankly, I find this disturbing when we  
2 actually need bodies, and we've got huge role --  
3 acting General Manager Crocker's got a huge role to  
4 fill in Parks and Recreation where we know there's a  
5 lot of changes required. I just find it  
6 disappointing that we're not been provided with  
7 anything, and we're just moving one body to fill a  
8 different spot. If we are short over there and  
9 we've got a motion on here to ask Washoe County to  
10 provide additional finance support, I find it  
11 strange that we're only just moving bodies about.

12 Again, this not (inaudible) to any  
13 individuals, it's not there, it's like I would like  
14 to see how we can strengthen the team.

15 CHAIR SCHMITZ: Trustee Tulloch, I think  
16 you're commingling issues. We, as the Board, had  
17 talked about the need to have an interim general  
18 manager. And when we discussed that, the Board had  
19 requested to know who those potential candidates  
20 were. There were a couple of internal candidates,  
21 all have declined. It's not as if you're only being  
22 given one because someone preselected, that's not  
23 the case at all.

24 We were asked to have an interim general  
25 manager. We're not being tasked here with hiring a

87

1 the varying degrees of experience and education.  
2 But, you know, a lot of board members have very  
3 specific desires in what it is they're looking for.

4 So what I did was I weeded out those  
5 applicants that are very obvious nos. These are  
6 people who have managed very small firms for a very  
7 short period of time, they don't even meet the  
8 minimum qualifications for the position.

9 So identified based on, I guess, what I  
10 would select as a general manager based on my  
11 professional background, I found 14, 15, but I also  
12 identified at least ten others that I thought, oh,  
13 Trustee Tulloch might really be interested in this  
14 person, oh, Chair Schmitz may be very interested in  
15 this person.

16 So I think if there is a way that we are  
17 able to have the trustees individually come in, I  
18 have got all of the applications, cover letters,  
19 résumés, everything printed and in a folder, sitting  
20 on my table. I am happy to sit with each trustee,  
21 not taking direction from any trustee, you're not  
22 allowed to tell me who your preferences are.

23 MR. RUDIN: Let me just interrupt you  
24 there. Again, the Board can't do that. But what  
25 the Board can do is figure out what candidates the

86

1 full-time, permanent general manager. And the  
2 Board, for transparency purposes, wanted to know who  
3 were the people who had either expressed interest or  
4 had been brought forward as a potential. And as all  
5 of you are aware, there have been others, but they  
6 choose not to fulfill this particular role.

7 So we can continue status quo with Ms.  
8 Crocker as our acting General Manager or we could  
9 consider her as an interim, but this is not for a  
10 full-time general manager; it's to basically do  
11 nothing other than change the compensation for an  
12 acting general manager to an interim, which all it  
13 changes from an authority perspective, it doesn't,  
14 it changes the pay grade.

15 TRUSTEE TONKING: I have couple of  
16 questions. My first question is how long are we  
17 envisioning this role to be? And I guess my other  
18 question is how many people do we have who have  
19 signed -- who have applied for the full-time job,  
20 and when are we going to start moving on that? I  
21 think that's a question for Director Feore.

22 MS. FEORE: I wanted to let you know that  
23 we have received additional applications. I did a  
24 cursory look through it list, it's an extensive  
25 list, I am careful to keep the Board's interests in

88

1 Board would like to interview, and then extend an  
2 offer following interviews. That process, I expect,  
3 will probably take at least a couple of months, to  
4 answer Trustee Tonking's question.

5 I think there was some prior discussion by  
6 the Board regarding what sort of candidates they may  
7 want to interview and how to create a shortlist.  
8 Part of that process may be Director Feore providing  
9 an anonymized set of information at a board meeting  
10 that describes in general terms the kind of  
11 candidates that have been received, and the Board  
12 can give direction to Director Feore as to how to  
13 notify candidates for interviews based on that  
14 background information.

15 But, again, I think, to answer Trustee  
16 Tonking's question, you're likely looking at this  
17 interim general manager position for at least a  
18 couple of months, depending on how long the Board  
19 ultimately decides to do interviews and negotiate a  
20 contract offer and how quickly you move on those  
21 items.

22 If you have no additional meetings  
23 dedicated to this in September, you're probably  
24 looking at the end of December at the earliest.

25 MS. FEORE: Sergio, can I ask a clarifying

89

1 question?

2 So with the last recruiting, we had

3 originally been notified that the trustees weren't

4 allowed access to any of the applicants' information

5 until such time as the final grouping was selected.

6 And then there had been some conversation about them

7 wanting to see everyone, even those that we hadn't

8 necessarily proposed moving forward into the

9 interview process.

10 And we were told pretty late in the game

11 that the trustees, in fact, did have access to that

12 information and that they could set up appointments

13 to meet with me, and I know this is because I ended

14 up meeting with a couple of different trustees.

15 So I'm still very confused about what

16 access trustees have and at what point. Is it that

17 what you're saying that trustees have to -- like, we

18 have come up with a shortlist, and then the trustees

19 can just review that shortlist?

20 MR. RUDIN: The issue in the Open Meeting

21 Law requires that any decisions to appoint the chief

22 executive officer of the District, that hiring

23 process has to be done as part of a public meeting.

24 And the decision-making has to be done as part of a

25 public meeting. Additionally, we can't have any

91

1 have their information released to the public,

2 unintentionally have their employers be notified,

3 unless they are being considered as serious

4 candidates.

5 I think there is sort of compromise that

6 you can make to both shield the candidates from

7 unfair disclosure and scrutiny, while also allowing

8 the Board to also really consider those people

9 seriously that they want to consider.

10 That's the best I can suggest under these

11 circumstances. It may not be the process every

12 other agency follows. Sometimes there are selection

13 committees that have been created where there is a

14 trustee that serves on them. There are different

15 practices in different agencies. I think given this

16 board's desire to participate collectively, that may

17 be the direction we'd like to go.

18 I'm certainly open to other direction from

19 the Board on that.

20 TRUSTEE DENT: This is to follow up on

21 Erin's question as far as the process, could Chair

22 Schmitz go into Erin's office and sit down and flip

23 through the folder of all the résumés that have been

24 received?

25 MR. RUDIN: Yeah. So, again, one of the

90

1 sort of meetings, closed meeting to discuss the

2 character or professional competence of people to be

3 selected for that position.

4 So in terms of trustees having access to

5 the résumés after a decision on hiring has been made

6 to sort of vet the process and provide feedback and

7 improvement, that, I think, is fine after a hiring

8 decision has been made.

9 But before a hiring decision has been

10 made, I think having meetings with the person

11 responsible for coordinating and providing and

12 making shortlist decisions, I think you're venturing

13 into the process of violating Open Meeting Law by

14 doing that.

15 In terms of providing the trustees with

16 information, I think you can at any point in time as

17 part the open meeting.

18 Now, of course, the concern is you

19 don't -- and as I understand from speaking with you

20 in the past, providing all of the résumés to the

21 trustees, you can't do that, unless it's part of a

22 public meeting. And if individuals are having their

23 information put out in the public, they are going to

24 be withdrawing their applications before they can

25 honestly be considered. Individuals don't want to

92

1 options is that the Board can designate a single

2 trustee to work with --

3 TRUSTEE DENT: Hold on. Hold on. I'm not

4 done. The answer is yes.

5 Could trustee Tulloch separately go walk

6 into Erin's office and just look at the résumés that

7 have been received?

8 MR. RUDIN: Yes.

9 TRUSTEE DENT: All right. Could Trustee

10 Noble do the same?

11 MR. RUDIN: Yes.

12 TRUSTEE DENT: All right. And then

13 Trustee Tonking could go by separately and go into

14 --

15 MR. RUDIN: Yes.

16 TRUSTEE DENT: Hold on. Hold on. I'm not

17 done. And then I could do that?

18 MR. RUDIN: (Inaudible response).

19 TRUSTEE DENT: Okay. Cool.

20 I think we solved the problem, Erin.

21 Everyone can go into your office separately. They

22 can't give you any feedback on anything they think

23 there, but they can look at it.

24 Because if the individual trustees are

25 giving feedback to the HR director, then that could



93

1 come across as serial pooling; correct?

2 MR. RUDIN: Yep.

3 TRUSTEE DENT: Okay. Cool. Solved that

4 problem.

5 So then once we do that, the individual

6 trustees are going to have a pretty good idea of

7 what the candidate base looks like. And then we

8 could publish a very redacted version of the

9 résumés, that don't list locations, and several

10 other -- cities and other things like that.

11 And then the Board, because the Board --

12 or individual trustees have already seen these, they

13 will be kind of inclined to where they're going with

14 it.

15 Do any of my colleagues have any issues

16 with that process as far as moving this along a bit?

17 (Inaudible responses.)

18 TRUSTEE DENT: All right. Cool.

19 TRUSTEE TONKING: I think that's a better

20 much solution, so thank you for getting us there.

21 My next question is -- I do share a

22 similar concern to Trustee Tulloch, and that concern

23 is what is our game plan for the Parks and Rec

24 department during this time? And I don't know if

25 interim -- or acting GM Crocker has some idea on it

94

1 now of if there is someone else who can speak to

2 this.

3 That is a very valid fear of what's going

4 on there while we just hired somebody and then

5 they're moving into a new role.

6 TRUSTEE DENT: Great question.

7 MS. CROCKER: Yes. I have thought about

8 this, and so, again, it's an interim position.

9 We -- I would -- couple of things. Our current

10 recreation manager has -- will be retiring this

11 Friday. However, we do have a very talented

12 employee, current employee, in the Rec Center that

13 my recommendation would be to make her the acting --

14 or not the acting, either acting or interim manager

15 for the time being.

16 I would still be overseeing the department

17 as well as interim GM.

18 TRUSTEE DENT: Trustee Tonking, did you

19 have any follow-up to that?

20 TRUSTEE TONKING: No thank you. That was

21 helpful.

22 TRUSTEE TULLOCH: If we can fulfill both

23 roles, does this mean -- I mean, this is one of the

24 restructuring options that was provided by some of

25 the consultants in the past. Does this mean we

95

1 could possibly do away with the director of parks

2 and rec?

3 MS. CROCKER: I'm going to say no for the

4 fact that this is an interim position.

5 And so I will be transparent, I have

6 applied for the permanent general manager position.

7 If I do not -- if I'm not selected as one of those

8 candidates, I will go back to the recreation

9 director and be very happy about that as well, and

10 not fill the management position.

11 So it's either going to be a managing

12 position or a director position, and then regarding

13 eliminating that manager position for now as part of

14 our budget savings and salary.

15 TRUSTEE DENT: Understood. Thank you for

16 that.

17 TRUSTEE TULLOCH: Yeah, that does actually

18 raise another concern. We've seen this in the past

19 when we haven't had a satisfactory candidate pool.

20 I think we need to be very careful what message we

21 are sending if we have got a large pool of

22 candidates applying.

23 If it looks like we're just -- I think the

24 fact that you've now informed us that you're

25 applying for the position as well, it does -- if I

96

1 was a candidate looking on, I think I would be even

2 more reluctant to put my information out there

3 because it would look like, well, this is just going

4 to be a shoot-in job.

5 Again, I'm speaking in general terms.

6 None of this is aimed at people personally. I'm

7 thinking out loud here. I think we need to make

8 sure that we're not poisoning the candidate pool.

9 MS. CROCKER: That was not my intent. My

10 intent was to show the Board that I have thought

11 through this process regarding strategically.

12 TRUSTEE DENT: Understood.

13 All right. Any further discussion on this

14 item? I will entertain a motion.

15 TRUSTEE NOBLE: I would move to appoint

16 Karen Crocker as the interim General Manager.

17 TRUSTEE DENT: Motion's been made. Is

18 there a second?

19 CHAIR SCHMITZ: I'll second.

20 TRUSTEE DENT: Motion's been made and

21 seconded. Any further discussion by the Board?

22 All right. Seeing one, I will call for

23 the question. All those in favor, state aye.

24 TRUSTEE TONKING: Aye.

25 TRUSTEE NOBLE: Aye.

97

1 TRUSTEE DENT: Aye.  
 2 CHAIR SCHMITZ: Aye.  
 3 TRUSTEE DENT: Opposed?  
 4 TRUSTEE TULLOCH: Nay.  
 5 TRUSTEE DENT: Motion passes four to one.  
 6 Thank you and congratulations.  
 7 MS. CROCKER: Thank you.  
 8 TRUSTEE DENT: Moving on to item G -- you  
 9 guys still good, do you need a couple-minute break,  
 10 what are you thinking?  
 11 MR. RUDIN: As part of that same item,  
 12 there was the ability for the Board to set a salary  
 13 for being interim general manager.  
 14 I will note that during the last time  
 15 where you had an extended period of time where you  
 16 had an interim general manager, the District did  
 17 provide a salary increase to that individual for the  
 18 additional duties that were performed. That salary  
 19 was at the \$220,000 range, as set forth in the Board  
 20 memo.  
 21 TRUSTEE DENT: Does the Board want to  
 22 weight in on what the salary should be?  
 23 TRUSTEE NOBLE: I would move to set the  
 24 salary at 220,000.  
 25 TRUSTEE DENT: Motion's been made. Is

98

1 there a second?  
 2 CHAIR SCHMITZ: I'll second.  
 3 TRUSTEE DENT: Motion's been made and  
 4 seconded. Any further discussion?  
 5 All those in those favor, state eye.  
 6 TRUSTEE TONKING: Aye.  
 7 TRUSTEE NOBLE: Aye.  
 8 TRUSTEE DENT: Aye.  
 9 CHAIR SCHMITZ: Aye.  
 10 TRUSTEE DENT: Opposed?  
 11 TRUSTEE TULLOCH: Abstain.  
 12 TRUSTEE DENT: Motion passes four to zero.  
 13 One other thing for G 2, the Board has an  
 14 opportunity to discuss priorities for the interim  
 15 General Manager at this time.  
 16 Chair Schmitz, floor's yours.  
 17 CHAIR SCHMITZ: I believe that one of the  
 18 first things that needs to be dealt with is properly  
 19 staffing the finance department, getting in place  
 20 whatever is needed to have automatic integration  
 21 between our point of sale system and our Tyler  
 22 system, and to deal with the existing general fund  
 23 budget because we will have increasing costs due to  
 24 this, due to what we need to have done with  
 25 this year's audit.

99

1 So I think that first in line is to have  
 2 the resources allocated for the finance department  
 3 as necessary, and figure out a solution to bridge  
 4 the gap what will be created in the general fund.  
 5 There won't be enough funds, so I think that you're  
 6 going to have to come up with some creative ideas on  
 7 how the general fund is going to remain within its  
 8 budget with these changes.  
 9 TRUSTEE DENT: Understood. Thank you for  
 10 that.  
 11 TRUSTEE TULLOCH: I would support these  
 12 two priorities. I think the integration of point of  
 13 sale with the Tyler is a bigger and slightly longer  
 14 term.  
 15 And I think the two priorities I've  
 16 stressed before is to make sure the finance team is  
 17 properly staff. And also getting the general fund  
 18 budget back into -- I've been doing some further  
 19 digging over the previous concerns that supposedly  
 20 there's been loans made to internal services.  
 21 And it appears from what we've been able  
 22 to deduce so far, there's not been loans made. It's  
 23 just been the losses in internal services have just  
 24 come out of the general fund balance which has  
 25 further decreased it, which is even more concerning

100

1 since we knew we had an issue with the fund balance  
 2 already.  
 3 TRUSTEE NOBLE: I agree with the first two  
 4 priorities. My concern with the third priority is  
 5 that it's code for firing people, and so I don't  
 6 agree with that third priority.  
 7 TRUSTEE TONKING: I think the Board has to  
 8 spend some good, quality time thinking about the  
 9 general fund also, because a lot of these are  
 10 decisions that, A, have not yet come to the Board  
 11 for us to vote on, and, B, we have been notorious  
 12 for overspending in our general fund. I think we  
 13 are one of the lead cases of it.  
 14 I would also not put that as a number one  
 15 priority, but to think about some ways, some  
 16 strategies around it, possibly. I agree with  
 17 Trustee Noble, it does sound like we're laying off  
 18 people. Let's be careful around that. We do need  
 19 the staff, the finance staff.  
 20 I think the other thing we -- I would also  
 21 like is, given that you're transitioning into this  
 22 role over the next few months, I would like some  
 23 updates on Parks and Rec, knowing that they also  
 24 have a very tight budget, and how that's being  
 25 managed and through.

101

1 I do still share the concern that we are  
 2 leaving a little bit without a leader. I do want to  
 3 make sure we're staying on top of that with a little  
 4 bit of a key interact.  
 5 TRUSTEE DENT: I would just say I believe  
 6 Chair Schmitz laid out a good plan.  
 7 We do know from approving, I believe, the  
 8 general fund that we had a  
 9 several-hundred-thousand-dollar shortfall already in  
 10 the general fund. And given that we are coming up  
 11 on -- that was four months ago, I'd say, but  
 12 technically we're finishing our second month, it's  
 13 just that shortfall is getting larger. I think that  
 14 is a huge priority to look into.  
 15 Any further discussion on this item?  
 16 TRUSTEE TULLOCH: Yeah. I think just back  
 17 to my previous point, you know, the losses in  
 18 internal services over the last two years is  
 19 probably -- maybe approximately a million-dollar  
 20 hole in the general fund balance.  
 21 I think it's -- I say this with  
 22 reservations because we still haven't totally  
 23 assessed that, but that seems to be, we heard, that  
 24 the losses have been covered from.  
 25 TRUSTEE DENT: Understood.

102

1 Interim General Manager, do you believe  
 2 you have clear direction as to priorities from this  
 3 Board?  
 4 MS. CROCKER: I do have clear priorities.  
 5 Thank you. I've already started working these.  
 6 TRUSTEE DENT: Awesome. Thank you.  
 7 All right that closes out item G 2. How  
 8 about we take a two-minute break? Three-minute  
 9 break? We will start the meeting again at 8:20.  
 10 (Recess from 8:16 p.m. to 8:20 p.m.)  
 11 TRUSTEE DENT: We're going to resume our  
 12 meeting. It is 8:20.  
 13 We just concluded item G 2 -- yeah, G 2.  
 14 We're moving on to item G 3.  
 15 G 3. Legal Services RFP  
 16 TRUSTEE DENT: Discussion and possible  
 17 direction related to the legal services RFP. Can be  
 18 found on page 256 through 266 of your board packet.  
 19 MS. CROCKER: I wanted to share with the  
 20 Board that our legal services with Best, Best, and  
 21 Krieger, our are current agreement expires this  
 22 December 31st, 2024, so we do have a few options.  
 23 My recommendation is to go and do a new  
 24 request for proposal for legal services, and in the  
 25 meantime, if it exceeds December 31st, that we do a

103

1 month to month with BB&K.  
 2 TRUSTEE DENT: Understood.  
 3 MS. CROCKER: If there's any questions or  
 4 comments on that, it's pretty simple --  
 5 TRUSTEE DENT: Yep.  
 6 Are any of my colleagues opposed to going  
 7 out to RFP?  
 8 TRUSTEE TULLOCH: I'm certainly in favor.  
 9 I think we've made that decision.  
 10 Can I also add into the mix, though, I  
 11 think there's been concerns raised from the  
 12 community over the scale of our legal bills, and  
 13 this comes back to something when we passed the  
 14 resolution back in January of '23, making sure that  
 15 the general counsel was a board -- was directing the  
 16 board.  
 17 Given the scale of some of the legal  
 18 issues that we've been doing and the amount of time  
 19 we're spending, legal time on contracts and things,  
 20 and we're paying premium partner rates, can we also  
 21 look whether it's -- you know, it might be more cost  
 22 effective for the day-to-day legal work, whether we  
 23 actually need a separate, in-house attorney and just  
 24 have the general counsel reporting to the Board and  
 25 supporting the Board.

104

1 I mean, if a lot of the stuff we're doing  
 2 is just simple contract review and that -- no  
 3 offense to Sergio -- I think we need to look at the  
 4 cost of some of that work.  
 5 It may not be feasible, but if the general  
 6 manager could come back with an assessment of how  
 7 much time were spent on just routine legal matters,  
 8 that would also help us consider there. It might  
 9 also help shape the RFP.  
 10 TRUSTEE DENT: I would not be opposed to  
 11 that. Does anyone else want to weigh in on this  
 12 item? It sounds like everyone's in favor.  
 13 Chair, you came a little late, but  
 14 everyone's in favor of going out to RFP. Trustee  
 15 Tulloch just brought up, say, a different approach  
 16 or an add to it. I think it's helpful to us to  
 17 understand what it is that we've been spending legal  
 18 services on.  
 19 Any other discussion to add to this item?  
 20 All right. Interim General Manager  
 21 Crocker, do you need any further direction?  
 22 MS. CROCKER: I do not. Thank you.  
 23 TRUSTEE DENT: All right. That will close  
 24 out item G 3. Moving on to item G 4.  
 25 G 4. Washoe County Written Request

105

1 TRUSTEE DENT: Review, discuss, and  
2 approve a written request to Washoe County for an  
3 interim finance director and related services under  
4 NRS 318.93. This can be found on page 267 through  
5 268 of your board packet.  
6 MR. RUDIN: During the last board meeting,  
7 the Board of Trustees directed staff to begin the  
8 recruitment for the new finance director. This item  
9 is again on your agenda as a follow-up.  
10 In terms of the process to request  
11 assistance from the county under NRS 318.098, the  
12 Board does need to authorize a written request to be  
13 filed with the county, that's the first step. As  
14 follow-up step, the county then would negotiate a  
15 agreement with the District over the scope of the  
16 services and the costs. Typically, the statute  
17 provides that the county has to provide the  
18 assistance at the cost to the county. It should be  
19 a relatively straightforward item of negotiating the  
20 agreement, but it is also something that should come  
21 back to the Board.  
22 Now, the Board at the last meeting did  
23 discuss some alternatives and asked to consider  
24 support from the county informally rather than  
25 formally, so this is again on your agenda to

107

1 interim finance director in the meantime, still  
2 request help from the county regarding, maybe,  
3 employees to do some of the accounting work, data  
4 entry, some of our public records requests as well.  
5 That is my recommendation, and I would like to know  
6 what board thinks.  
7 TRUSTEE DENT: Thank you.  
8 I'm following up on our meeting from  
9 two weeks ago. Staff had mentioned that we wanted  
10 to go the temp worker route, and did we make any  
11 progress over the last two weeks when it came to  
12 temp workers in the finance department?  
13 MS. CROCKER: I believe our HR director  
14 has been working on that, and we have made some  
15 progress.  
16 Director Feore, are you still here?  
17 TRUSTEE DENT: I don't think she's still  
18 on.  
19 MS. CROCKER: I guess an option could  
20 be -- we're meeting tomorrow, our HR director, to go  
21 over the lower-level positions, so maybe the option  
22 could be if we do not have a temp agency to go  
23 through or some temporary staff, then we bring the  
24 form back to the Board.  
25 TRUSTEE DENT: I'm just asking, given

106

1 discuss.  
2 I'm going to give the floor over to the  
3 interim General Manager to discuss the actual staff  
4 needs.  
5 MS. CROCKER: What happened was this  
6 report was prepared, knowing -- making that  
7 executive decision that our finance department needs  
8 help. And as the Board heard at the last meeting,  
9 the finance staff was a little reluctant to want to  
10 go out to the county, and I made that decision that,  
11 yes, we need help. So I prepared this for a interim  
12 finance director for the county.  
13 And then Sue Griffith, who works currently  
14 in the finance department as an accountant, had  
15 approached our HR director and then myself yesterday  
16 that she would like to be the interim finance  
17 director -- or maybe it was the night before --  
18 after this was posted.  
19 We had interviewed her yesterday. She's  
20 very qualified. She meets all of our requirements  
21 to be a finance director. She was a finance  
22 director for another district here in Tahoe as well  
23 as in the Bay area, so she is qualified to do this  
24 work.  
25 I'm recommending that we appoint her as

108

1 that -- I know that Director Feore was out two weeks  
2 ago or going on vacation, so I'm just trying to see  
3 if any progress had been made on that front.  
4 I think going to the county to get  
5 assistance, I think we should fill what we can. We  
6 have had a problem in the finance department for a  
7 very long time. And Director Feore just walked into  
8 the room.  
9 Director Feore, the question was -- two  
10 weeks ago we were told by staff that we were going  
11 to consider temp workers to help fill some roles in  
12 the finance department, what progress has been made  
13 on that over the last two weeks?  
14 MS. FEORE: I've been on vacation so I'm  
15 still getting caught up. But I have a meeting  
16 scheduled tomorrow with the interim director of  
17 finance and the controller to talk about the  
18 staffing that's needed.  
19 I've already preworked with my team, we  
20 got feelers out for what we call "special projects,"  
21 which are temp roles. We're looking for folks who  
22 have strong accounting skills, but not at an  
23 executive level, obviously. We're looking for folks  
24 who can come in and help with bank reconciliations,  
25 data entry.

109

1 So we're looking for someone who knows  
 2 accounting and understands what a trial balance is,  
 3 but not necessarily somebody who could close a  
 4 month.

5 TRUSTEE DENT: Understand. Thank you for  
 6 that.

7 TRUSTEE TONKING: I would like to see if  
 8 there's a cost differential between using a temp  
 9 worker or the county, because I think sometimes the  
 10 county would be a little bit better, so I would like  
 11 a better analysis on what that looks like as well.

12 MS. FEORE: I can do that. I will tell  
 13 you, some of the feedback that we've received from  
 14 the county indicates that most of their staff are  
 15 unfamiliar with Tyler, and I think that that's a big  
 16 concern for the current staff, that the amount of  
 17 training that it would take to get them up to speed  
 18 could be a little difficult. But we may run into  
 19 that if we hire any other temp.

20 I will run those numbers.

21 CHAIR SCHMITZ: We also have been, for too  
 22 many months, without the third accountant. So my  
 23 feeling is that we just can't be understaffed like  
 24 this month after month. And if we have a job  
 25 description for that third accountant position, and

110

1 I think we should ask the county for that resource  
 2 because to sit and wait for a temp agency and this  
 3 and that, the county, if we ask for it, they should,  
 4 I would think, be providing it in a more timely  
 5 manner than -- we've lost a couple of weeks already.

6 I think that we need to ask the county for  
 7 resources to fill that accounting III position in  
 8 the interim, while it's out being recruited. And if  
 9 there are other lower-level, date entry-type things,  
 10 I think we should ask the county for that.

11 And we need to be working to find either a  
 12 resource from Tyler or consulting firm that does  
 13 Tyler work to have someone come in and finish up all  
 14 of the internal controls and get the Tyler system up  
 15 and running. We've been languishing for too long.

16 I think there's the Tyler resource, and I  
 17 think we should go to the county and ask for two if  
 18 not three positions. That's just my feeling.

19 We're sitting here with financial reports  
 20 that aren't done that were -- are July, and we still  
 21 don't have them done. We have an audit that needs  
 22 to be done. We've got issues with internal  
 23 controls. We've got all of these RubinBrown  
 24 findings. We've got the findings in the food and  
 25 beverage report.

111

1 We have got to build a team to tackle all  
 2 of this, and you can't do it just with staff that is  
 3 there to deal with day-to-day operations. It takes  
 4 extra staff. And I don't know why the District and  
 5 the accounting team has been hesitant for this since  
 6 they've made the decision to implement the Tyler  
 7 system.

8 We have got to devote the resources to get  
 9 these things resolved, and I think we need to go ask  
 10 the county for resources and get this train moving.

11 TRUSTEE DENT: Thank you, Chair.

12 TRUSTEE TULLOCH: I find myself very  
 13 conflicted here because this is now -- we just  
 14 talked in the previous item, I've expressed my  
 15 concerns, what message, Director Feore, are we  
 16 sending to the market? We just made an appointment  
 17 of an interim general manager from a candidate that  
 18 says she's already applying for it. If we now make  
 19 an appointment, just make an appointment of an  
 20 interim finance director from somebody who may or  
 21 may not applying for it as well, I'm not sure what  
 22 message that sends to the market in terms of the  
 23 candidate pool.

24 And, again, I stress I find myself  
 25 conflicted. I think Ms. Griffith has done an

112

1 excellent job so far and I think there's a lot of  
 2 merit in that approach. However, again, it's just  
 3 shuffling the deck chairs on the Titanic. We're  
 4 just moving one resource into another position.  
 5 Unless we have backfills for that, it doesn't  
 6 actually help us get out of the situation that we're  
 7 in.

8 We desperately need additional resources.  
 9 I thought that was -- I did agree with the direction  
 10 from the finance team at our last meeting that they  
 11 didn't want somebody coming in, parachuting from the  
 12 county and then just directing them all sorts of  
 13 different directions. They weren't aware of the  
 14 Board decisions and things.

15 That's why I say I find myself conflicted  
 16 here because I'm very concerned about the message  
 17 we're sending out to the community and to the talent  
 18 pool at large that we're just, okay, we're  
 19 advertising externally, but we're just going to make  
 20 appointments internally with existing candidates  
 21 that we've slotted in. I find that very disturbing.

22 MS. FEORE: If I may, I will tell you that  
 23 the bulk of my experience when we've had high-level  
 24 policies become vacant, we've always pulled  
 25 internally to fill, on a very interim basis, those

113

1 needs to ensure that it keeps staffing up, it keeps  
2 morale up, it keeps people knowing who they can go  
3 to for resources.

4 So my professional opinion is that this is  
5 not going to deter someone who is very interested in  
6 working with Incline Village, know that we have an  
7 interim candidate, knowing that the interim is truly  
8 just that. It's just somebody that we're popping in  
9 there so that we can have somebody who can kind of  
10 steer the ship while we're doing the outsource --  
11 while we're outsourcing -- not outsourcing -- while  
12 we're reaching out to find external candidates.

13 My personal opinion is is that I don't  
14 believe that it's going to muddy the waters.

15 TRUSTEE TULLOCH: I'll disagree with you.  
16 My professional opinion is that somebody -- that in  
17 the past, in times gone past has looked at applying  
18 for jobs and then looked at what the internal  
19 situation is and just wonder whether they are just  
20 -- whether the employer is just doing a trolling  
21 process and just going to appoint it internally.

22 I think the message that we've given and  
23 what I don't want to see is Ms. Griffith  
24 disadvantaged should she decide to apply for the  
25 interim job as well.

115

1 happen, but if that person is not looking at us as a  
2 viable employer, they may not have been interested  
3 in the first place.

4 TRUSTEE TULLOCH: No. I think it comes  
5 back to the points made previously that you have  
6 made yourself that people are reluctant to have the  
7 details out there to be seen. Because this is a  
8 public sector job, they have to reveal their  
9 details. And if it looks like it's just going to be  
10 an inside job anyway, then they are not going to do  
11 it. This is my concern, that we reduce the  
12 talent -- the applicant pool.

13 I'd love to see a large applicant pool. I  
14 would love to see Ms. Griffith, if she feels so  
15 inclined, to apply for it as well. I would hate to  
16 see it -- make it look like we are decrementing the  
17 talent pool. We saw the difficulties, we saw the  
18 pretty limited pool we were provided with with the  
19 last time we advertised the general manager role.

20 I'm expressing the same concern. We're  
21 sending a very contradictory message out to the  
22 public with these two roles.

23 MS. FEORE: I'm hopeful that you're  
24 satisfied with the candidates that have applied with  
25 for the current GM position. You'll have a chance

114

1 MS. FEORE: Right.

2 TRUSTEE TULLOCH: I don't want to  
3 discourage the market.

4 And two consecutive motions here, we're  
5 sending a message here that we're just going to  
6 appoint internal staff. And that's for the two  
7 most-important positions in the District. I find  
8 that a little bit concerning.

9 MS. FEORE: I mean, I do feel like if  
10 these were lower-level positions, yes, I think that  
11 there would be concern, absolutely.

12 But I think at this level, the recruiting  
13 is, ultimately, going to be competitive, and the  
14 candidates who are filling the interim role are  
15 competing against people who have never been here  
16 before but whose background and experience may be  
17 greater.

18 In my experience, which admittedly is more  
19 on the corporate side than it is been in the public  
20 sector, has been popping somebody into the interim  
21 role to help fill that need on a very temporary  
22 basis while we're recruiting has never deterred  
23 candidates. I've not heard of it deterring --  
24 inevitably, sure, yeah, there may be somebody who  
25 isn't interested because they think that's going to

116

1 to take a look at --

2 TRUSTEE TULLOCH: Have we seen many  
3 applicants already for the director of finance?

4 MS. FEORE: Yes. And I want to make this  
5 clear: These are the number of people who have  
6 simply applied. I have not had a chance to fully  
7 vet them, so I don't know how many of this number  
8 are qualified applicants.

9 But we're at 12 or 13 in just a week and a  
10 half.

11 TRUSTEE TULLOCH: That's good.

12 Again, just for the record, none of these  
13 are based on personalities. I'm just straight to  
14 the point. I want to be very clear to the public  
15 that we're not sending a contradictory message.

16 MS. FEORE: Understood.

17 TRUSTEE NOBLE: I think we should  
18 authorize staff to seek assistance from Washoe  
19 County under NRS 318.098. The reason being then  
20 staff has all the tools available to it: assistance  
21 from the county, temp, and full recruitment.

22 I'm not concerned about the perception of  
23 us putting people in on a temporary basis in these  
24 positions because we're at a critical -- we -- I'm  
25 okay if somebody has a problem with that on the

117

1 outside and decides not to apply, I'm fine with that  
 2 because I got to look out for the District, and we  
 3 need people in those positions that are capable of  
 4 doing at on an interim basis.  
 5           Whether or not they decide to apply for  
 6 the full-time positions, fine, but we can't just  
 7 leave them open and vacant with nobody to report to  
 8 do those duties because we're concerned that  
 9 somebody on the outside may not apply.  
 10           I just want to make sure that staff has  
 11 all available avenues to get the job done, both on  
 12 an interim basis and then filling those critical  
 13 positions permanently as well.  
 14           TRUSTEE DENT: Thank you.  
 15           TRUSTEE TONKING: I think that -- well, I  
 16 agree that I don't have a problem with filling that  
 17 position internally. It's a little different than  
 18 our interim GM position since applicants are not  
 19 made publically available, so they don't have to  
 20 worry about their details being made available if  
 21 they choose to apply for this job and they don't get  
 22 it. That helps that sense.  
 23           And then the other issue I wanted to flag  
 24 in this is process we need people who know even a  
 25 little bit about the District right now, and

118

1 currently we have that within our staff. We need to  
 2 have them go into work with some of these county  
 3 folks to come in and help us.  
 4           I do support going through the county for  
 5 more assistance in that department, especially since  
 6 we should be well into our auditing process.  
 7           CHAIR SCHMITZ: I make a motion that the  
 8 Board send a letter to Washoe County asking for  
 9 Sue's current position to be backfilled by someone  
 10 from the county, to fill, temporarily, the  
 11 accounting III position that we're actively  
 12 recruiting for, and any additional data entry  
 13 assistance that might be needed.  
 14           TRUSTEE DENT: Motion's been and seconded.  
 15 Any further discussion by the Board? Trustee  
 16 Tulloch?  
 17           TRUSTEE TULLOCH: I'll just say I rest my  
 18 case. I think Trustee Noble -- it took 30 seconds  
 19 to prove my concern about the perception from the  
 20 public was correct because he just basically said he  
 21 didn't said care if we got external applicants.  
 22 Thank you.  
 23           Otherwise, I support the motion.  
 24           TRUSTEE DENT: I'll call for the question.  
 25 All those in favor, state aye.

119

1           TRUSTEE TONKING: Aye.  
 2           TRUSTEE TULLOCH: Aye.  
 3           TRUSTEE NOBLE: Aye.  
 4           CHAIR SCHMITZ: Aye.  
 5           TRUSTEE DENT: I didn't vote. Aye.  
 6 Any opposed?  
 7 Passes 5/0. All right. That closes out  
 8 item G 5. Moving on to item G 6, formerly F 2.  
 9           G 6. Hyatt Corporation/IVGID Lease  
 10           Seventh Amendment Document  
 11           TRUSTEE DENT: Review, discuss, and  
 12 possibly authorize the District interim General  
 13 Manager to extend the lease agreement between the  
 14 Hyatt Corporation and Incline Village General  
 15 Improvement District and approve the seventh  
 16 amendment document. Looks like GM Bandelin is here.  
 17 You can find this in your board packet, page 167  
 18 through 212.  
 19           MR. BANDELIN: Staff provided this report,  
 20 review, discuss, and possibly make a slight change,  
 21 authorize the interim District Manager to extend the  
 22 lease agreement between the Hyatt Corporation and  
 23 Incline Village General Improvement District. Staff  
 24 has provided some background.  
 25           Staff will note that we were last in front

120

1 the Board with this same approval for the lease  
 2 agreement in front of the Board of Trustees on  
 3 November 8, 2023.  
 4           Staff has provided a financial report.  
 5 Although I will say that this is a summary report  
 6 and I would -- if I had time, I would probably -- or  
 7 maybe I could submit this in a future report to be  
 8 able to provide the full, not to summary report, but  
 9 all of the operating sources and uses that are in  
 10 this particular 0343496 account.  
 11           Then I also would probably like to be able  
 12 to in some sort of a report or fashion be able to at  
 13 least show the expenses that aren't in the actual  
 14 department that kind of support the expenses of the  
 15 lease agreement.  
 16           So I think being pulled off of the consent  
 17 calendar, I think I would just turn it back over to  
 18 the Vice Chair and the Board to be able to ask some  
 19 questions so I can hopefully answer them and move  
 20 forward with this item.  
 21           TRUSTEE DENT: Trustee Tulloch, I believe  
 22 you pulled this item.  
 23           TRUSTEE TULLOCH: That's correct. And  
 24 full disclosure, I also previously discussed this  
 25 with General Manager Bandelin. There's surprises

121

1 here. As you know, I try not to work on that basis.  
 2 My question to General Manager Bandelin  
 3 was whether, realistically, this was worthwhile. He  
 4 believes this actually generated enough business for  
 5 his business to actually make it worthwhile.  
 6 I'm also -- we had some concern in public  
 7 comment that there's -- we're making 5 to 7 percent  
 8 margin overall on our sales, but here we're giving  
 9 the Hyatt 10 percent for nothing. I did ask whether  
 10 there was some possibility of renegotiating an  
 11 agreement. At the end of the day, General Manager  
 12 Bandelin is responsible for his results. I'll  
 13 support him if he believes this actually generates  
 14 profitable business for his business. I'll support  
 15 him on that. He has the responsibility of  
 16 delivering.  
 17 I think it was also pointed out, the plan  
 18 margins for ski this year are pretty slim. I'm sure  
 19 Mr. Bandelin is looking at all these. I just wanted  
 20 Mr. Bandelin to view and to be able to express to  
 21 the community because there's been concerns  
 22 expressed over this.  
 23 My understanding was when we discussed it  
 24 last year, that was going to be the last year of it  
 25 and it was going to be reviewed. But it's really

122

1 Mr. Bandelin's call on this. If he thinks he can  
 2 make this a profitable opportunity, that's part of  
 3 his business.  
 4 TRUSTEE DENT: It sounds like General  
 5 Manager Bandelin has already told you that he thinks  
 6 it's profitable.  
 7 I'll entertain a motion on this, unless  
 8 there was a direct question to him.  
 9 TRUSTEE TULLOCH: I think it's a question  
 10 for Mr. Bandelin, if he feels -- believes this is  
 11 the best use of his resources and expenditures.  
 12 MR. BANDELIN: Yes. I apologize for not  
 13 having a camera.  
 14 I do stand by the recommendation as  
 15 stated. I appreciate the conversation about it.  
 16 Again, I think I can do better on reporting, not in  
 17 the summary fashion, but showing the community and  
 18 the Board of Trustees all associated with admissions  
 19 and fees and operating sources and uses.  
 20 I do stand by the recommendation as it's  
 21 stated.  
 22 TRUSTEE DENT: Thank you for that.  
 23 I'll entertain a motion.  
 24 TRUSTEE NOBLE: I will move to approve  
 25 staff's recommendation item G 6.

123

1 TRUSTEE TONKING: Second.  
 2 TRUSTEE DENT: Motion's been made.  
 3 Motion's been seconded. Any further discussion by  
 4 the Board?  
 5 Seeing none, I'll call for question. All  
 6 those in favor, state aye.  
 7 TRUSTEE TONKING: Aye.  
 8 TRUSTEE TULLOCH: Aye.  
 9 TRUSTEE NOBLE: Aye.  
 10 TRUSTEE DENT: Aye.  
 11 CHAIR SCHMITZ: Aye.  
 12 TRUSTEE DENT: Motion passes 5/0.  
 13 That concludes or general business.  
 14 CHAIR SCHMITZ: Nope. Nope.  
 15 TRUSTEE DENT: Oh yeah. You're right.  
 16 No, no, no, no. We got -- I think skipped that one.  
 17 I think I went out of order on that, Sergio. I  
 18 skipped over the town hall one. G 5.  
 19 G 5. Town Hall Meeting  
 20 TRUSTEE DENT: Discussion related to the  
 21 proposed IVGID Town Hall meeting schedule for  
 22 Tuesday the 24th, September, 2024.  
 23 CHAIR SCHMITZ: I was bringing this  
 24 forward just for discussion amongst the Board about  
 25 any particular topics or the format that anyone has

124

1 an interest in.  
 2 I'm opening up to you. We could just  
 3 leave it as general as we've done in the past, let  
 4 people, community members ask questions. If we want  
 5 to have a specific topic, we can do that as well.  
 6 TRUSTEE TONKING: When I first envisioned  
 7 these, I thought it would definitely be around a  
 8 specific topic that we would go in and get feedback.  
 9 When this originally came up, it was around the dog  
 10 park and the beach house, which may not be as  
 11 relevant right now.  
 12 I don't know if it needs to be discussion,  
 13 more general or a discussion about the GM or staff,  
 14 what the community is looking for. Just throwing  
 15 out as possible ideas but it also can be more  
 16 general.  
 17 CHAIR SCHMITZ: Anybody else have ideas or  
 18 input?  
 19 TRUSTEE TULLOCH: I'm quite happy for it  
 20 to be general. If we're serious about these and  
 21 opening up to the community, I think we should be  
 22 prepared to take questions on any subject. I don't  
 23 think we should -- I think if we try to restrict it  
 24 just to one topic, it makes it look like we're just  
 25 trying to avoid other questions.



125

1 I'm happy to have it general. You know  
 2 me, I'll answer any question.  
 3 TRUSTEE NOBLE: Just as an FYI, I will be  
 4 in transit that day, so I won't be able to  
 5 participate in the town forum.  
 6 TRUSTEE DENT: Understood.  
 7 I would also say I think having a general  
 8 discussion point is fair. I think we heard a lot of  
 9 feedback last year from the community because we  
 10 were not communicating, and I think that's what  
 11 sparked all of this.  
 12 I feel like the first two town halls were  
 13 effective, and I'd say stay a similar course.  
 14 I would request that we have some comfy  
 15 chairs or couches if we are going to be sitting up  
 16 there for a little bit of time. And, ideally, are  
 17 we going to be putting a time limit on this like we  
 18 have done in the past?  
 19 CHAIR SCHMITZ: I believe so. I was  
 20 contemplating just using the similar format, but I  
 21 wanted to solicit input from all of you before just  
 22 making that decision.  
 23 TRUSTEE DENT: Appreciate it.  
 24 TRUSTEE TULLOCH: I would just -- it's not  
 25 something we can limit or even should limit, but I

126

1 would request candidates for trustees try not to  
 2 turn this into an election forum and prevent members  
 3 of the public from getting question and things.  
 4 It's obviously entirely up to the candidates, but,  
 5 to me, that would be good format. The candidates  
 6 have lots of forums there, lots of signs having  
 7 about.  
 8 I think this is a public town hall, it's  
 9 not the preelection forum.  
 10 CHAIR SCHMITZ: Understood.  
 11 TRUSTEE DENT: All right. Chair, do you  
 12 need any further direction from us on this item?  
 13 CHAIR SCHMITZ: No. Thank you.  
 14 TRUSTEE DENT: All right. That will close  
 15 out item G 5. That concludes general business and  
 16 we will move on to the long range calendar, page 269  
 17 through 271 of your board packet.  
 18 Chair, did you want to take the lead on  
 19 this?  
 20 I. LONG RANGE CALENDAR  
 21 CHAIR SCHMITZ: Yeah, I have couple of  
 22 questions. To be honest, haven't reviewed the long  
 23 range calendar in great detail.  
 24 I have a question for Sergio. I am not  
 25 seeing on here, you were going to be bringing back

127

1 to the Board some revisions that you and Chief  
 2 Summers were going to work on relative to the  
 3 agreement with the North Lake Tahoe Fire Protection  
 4 District, but I'm not seeing that on our long range.  
 5 Do you have a date that you want that to be  
 6 included?  
 7 MR. RUDIN: I don't. And given the fire  
 8 situation, I'm not sure exactly where they are and  
 9 how much of a priority this is for them at this  
 10 moment.  
 11 I know Kate Nelson has been working with  
 12 the district and having some discussions, but I am  
 13 not aware of where they stand right now.  
 14 CHAIR SCHMITZ: Okay. And then my other  
 15 question is also for you. I don't see anything  
 16 relative to the veteran's memorial. I know there  
 17 was a lot of discussion about coverage and what not.  
 18 Do you have any further information as far as if  
 19 that is to be placed on our long range calendar?  
 20 MR. RUDIN: I don't.  
 21 I will say that I think that the coverage  
 22 issue is a key issue to be resolved first before any  
 23 further work on whether that project can move  
 24 forward because, as a practical matter, if there is  
 25 not additional coverage on that parcel or until we

128

1 can figure out how much additional coverage is  
 2 needed in the cost of that, it may be  
 3 cost-prohibitive for the project entirely.  
 4 CHAIR SCHMITZ: All right. Thank you.  
 5 As far as the long range calendar goes,  
 6 there were a few things added tonight and I will --  
 7 TRUSTEE DENT: Hey, Chair, I just want to  
 8 interrupt you for a second. Trustee Tonking had her  
 9 hand up for a while.  
 10 CHAIR SCHMITZ: I'm sorry.  
 11 TRUSTEE DENT: You may not be able to see  
 12 her in your view.  
 13 CHAIR SCHMITZ: No.  
 14 TRUSTEE DENT: I didn't want to move on  
 15 too long, but Trustee Tonking took her hand down.  
 16 We will continue on.  
 17 CHAIR SCHMITZ: Yeah. I was looking at  
 18 the long range calendar, so I couldn't -- I wasn't  
 19 looking at Zoom screen.  
 20 So next week I will be back home, and I  
 21 will set a meeting with the new interim General  
 22 Manager to go through this detail because we had a  
 23 few items that were added this evening. We will  
 24 work to update this long range calendar, especially  
 25 for the October 9th meeting.

129

1 TRUSTEE TONKING: The only other thing I  
 2 wanted to add was having RubinBrown come back so we  
 3 could ask them questions. I might have missed that  
 4 on the long range.  
 5 TRUSTEE DENT: Trustee Tulloch, can you  
 6 speak to the RubinBrown, having them come back? I  
 7 think we're waiting on data from them; correct?  
 8 TRUSTEE TULLOCH: Yes. I've asked them  
 9 for the data to come. I also spoke to them about  
 10 coming back.  
 11 They do have a bit concerns. They'd like  
 12 to understand what's -- some of the questions there.  
 13 Obviously, they have overspent -- they have spent  
 14 their budget, they've come here twice.  
 15 Michaela, if we can speak offline so we  
 16 can understand the questions and the requirements so  
 17 they can put some sort of ring fence around it.  
 18 We're both consultants, we know the pressure we're  
 19 always under when we've overspent our client budget,  
 20 and then we're running into internal funds.  
 21 If we can have a discussion on that, and  
 22 then we can set it up.  
 23 TRUSTEE TONKING: Yeah, that sounds good.  
 24 We can discuss offline.  
 25 I do think they need to come back, though,

130

1 because I re-looked at the notes and I asked that  
 2 they would and they said yes just because we didn't  
 3 have time to review the report before. And I think  
 4 that's only fair to the public.  
 5 You and I should talk offline.  
 6 CHAIR SCHMITZ: Just let me know what the  
 7 situation is, and we will update the long range  
 8 calendar accordingly.  
 9 TRUSTEE DENT: Hearing that, I think we're  
 10 done with the long range calendar. That concludes  
 11 item I.  
 12 TRUSTEE TULLOCH: Just one thing. I'm  
 13 looking at the possibly cancellation of November  
 14 27th for beach house project update and discussion.  
 15 I think we need to speak with Director Nelson to  
 16 make sure that we don't end up moving that so far  
 17 back it's impossible to make a start in next year.  
 18 We might need to move that forward in the calendar  
 19 to allow a time for permitting.  
 20 If we're going to go ahead, if we're going  
 21 to break ground next year, I think where it's  
 22 sitting at the moment, on November 27th, it might  
 23 get canceled, and then roll into the December the  
 24 11th. We're shooting ourselves in the foot.  
 25 TRUSTEE DENT: Understood and agreed.

131

1 CHAIR SCHMITZ: As it relates to the skate  
 2 park, that seems to have just disappeared as well.  
 3 I know the CIC committee was reviewing that.  
 4 Do you have any sort of timeline that  
 5 you're aware of with that, Trustee Tulloch?  
 6 TRUSTEE TULLOCH: No, I'm not aware of a  
 7 timeline. I expected it to come back very quickly  
 8 because I think it was -- it gave us or biggest  
 9 turnout, our biggest audience at the CIC committee.  
 10 There was some great, great input from the kids and  
 11 athletes involved.  
 12 I was hoping it would come back soon.  
 13 CHAIR SCHMITZ: Okay. I will look at  
 14 that. I don't know what happened to that.  
 15 I'll go through this thoroughly, and I'll  
 16 sit down with Ms. Crocker and make sure that we got  
 17 everything covered.  
 18 TRUSTEE DENT: Chair, Trustee Noble might  
 19 have something to add as it relates to to that.  
 20 TRUSTEE NOBLE: I had asked Ms. Nelson  
 21 when the skate park schematics were coming back, and  
 22 I believe it is second meeting in October.  
 23 TRUSTEE DENT: Okay.  
 24 CHAIR SCHMITZ: Okay. It's not listed  
 25 here, so I'll just make sure that it's added.

132

1 TRUSTEE DENT: Great. All right. That  
 2 concludes item I. Moving on to item J.  
 3 J. BOARD OF TRUSTEES UPDATES  
 4 TRUSTEE DENT: Any Board of Trustees  
 5 updates?  
 6 All right. Seeing none, that moves on to  
 7 item K, final public comment.  
 8 K. FINAL PUBLIC COMMENT  
 9 MR. LYON: Thank you.  
 10 First I wanted to say you got a really  
 11 good public approval of the open town hall, having  
 12 it generally open for questions. And the one thing  
 13 I thought you might consider, I'm suggesting, maybe  
 14 opening it up with mentioning some of the hot items  
 15 you've been going over things, you've been taking  
 16 care of that. Could be hard to do just because  
 17 you've got so many things on your plate, but most  
 18 people in the town are interested in several things  
 19 that they are interested in, and they don't know a  
 20 lot of the other things going on.  
 21 Just by mentioning, a lot of the things  
 22 that are of interest to the different people in the  
 23 town might be the good start. Just a suggestion.  
 24 Thank you.  
 25 TRUSTEE DENT: Great feedback. Thank you,

133

1 Mr. Lyon.  
2 Chair, please take that under  
3 consideration.  
4 Any others in the room? Seeing none,  
5 public comment via Zoom.  
6 MR. KATZ: Good evening again. This is  
7 Aaron Katz, PO Box 3022.  
8 Every meeting we have more is revealed.  
9 And I've complained many times in the past, it's  
10 essentially everything you do. And now I'm going to  
11 repeat it again: essentially everything. The people  
12 that are listening to this, wake up and understand  
13 what's happening here.  
14 Now we have more evidence that the utility  
15 rate study we paid for was a sham. Why was it a  
16 sham? Because the consultant was directed by staff.  
17 And what was the bias of staff? To make sure the  
18 District commercial business enterprises were  
19 protected to the detriment of the local parcel  
20 owners. And now we see that's exactly what's been  
21 happening. How has it been happening? Well, we're  
22 hearing that there is increase expense to our staff  
23 to be dealing with excess grease that are commercial  
24 businesses and restaurants in particular are putting  
25 into the system, that's capital infrastructure as

135

1 commercial business? What extra are you paying for  
2 because you're putting excess grease into the sewer  
3 system? I suspect the answer is nothing.  
4 It would be really nice if our board  
5 investigated matters like this so we would have all  
6 of the truth in front of us. It would really be  
7 nice if when we had a one utility rate study --  
8 (Expiration of three minutes.)  
9 MR. DOBLER: Yeah, Cliff Dobler here.  
10 I think it's important that we go over  
11 this food and beverage in the community services  
12 fund because obviously this board is quite confused.  
13 There are two subfunds with two separate food and  
14 beverage operations within golf, The Grill, two golf  
15 carts, and a snack shop are reporting the food and  
16 beverage for that group of operations. The  
17 interesting thing is that The Grille, 70 percent of  
18 people are not golfers, so why is it in golf anyhow?  
19 That's one separate entity group being reported  
20 which was not provided to you tonight.  
21 The second one is called "facilities."  
22 Okay. That is Aspen Grove and The Chateau rooms and  
23 kitchen. Now, catering is done at those two, and  
24 you also rent the facilities. Now, the facility  
25 rentals are at least 50 percent of the revenues.

134

1 well as operational expenses.  
2 So I have a restaurant and I'm putting  
3 extra grease into your sewer system, what extra am I  
4 paying versus any other commercial business town  
5 because of this added demand on our system? And the  
6 answer's nothing. And it's nothing, well, then  
7 who's paying for all those costs? Well, the rest of  
8 us are paying for all those costs.  
9 Didn't I complain when we had the rate  
10 study that it was guilty of preferential treatment,  
11 that it was unreasonable sewer fees, it wasn't  
12 passing on the actual added expenses of running our  
13 sewer system or our water system because those who  
14 were taking, which is primarily IVGID, IVGID is --  
15 again, this is a common MO. Almost everything they  
16 do, they take, they take, and who pays for it? The  
17 local parcel owners. And I'm the grumpy one for  
18 bringing it to light.  
19 How about you do the right thing? Pay  
20 your fair share. I want to know, do you have  
21 business licenses for The Grille and the Snowflake  
22 Lodge and the court for food over at Diamond Peak?  
23 Are you required to put in a grease collection  
24 system? Have you done that? If you did to do that,  
25 did you pass on the cost to the rest of us for your

136

1 That one, that Aspen Grove and Chateau room is the  
2 facility's department, and it takes care of the  
3 groups and things like that. That was the one that  
4 had the 700,000 loss. We don't know what is being  
5 lost last year in the food and beverage for the golf  
6 because they have not published anything.  
7 Now, I think you guys need to get this  
8 straight because I probably have told you this  
9 five or six times, and tonight you're getting it  
10 confused that it's all one; it's not all one. That  
11 report by Stranton, he probably didn't segregate it  
12 to make you think.  
13 Now, I don't understand why any food and  
14 beverage is in golf at all, other than if you want  
15 to have a hundred bucks a day for the two carts and  
16 the 200 bucks a day they sell at the snack shop.  
17 But The Chateau doesn't belong in golf. It should  
18 be with the facilities department. I told you guys  
19 that three or four times. You have two separate  
20 entities, food and golf -- food and beverage.  
21 Please keep that straight in your minds so we can  
22 have appropriate conversations. And I think Crocker  
23 should know that too.  
24 Okay. Thank you very much.  
25 MR. BELOTE: That was our last public

1 comment in the queue.  
 2 TRUSTEE DENT: All right. Great. Last  
 3 public comment. We're moving out of final public  
 4 comment.  
 5 L. ADJOURNMENT  
 6 TRUSTEE DENT: It is 9:06 p.m. I want to  
 7 thank everybody for this evening. We are adjourned.  
 8 (Meeting ended at 9:06 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 September 11, 2024,  
 7 at the of the Board of Trustees public meeting, via  
 8 Zoom, and took stenotype notes of the proceedings  
 9 entitled herein, and thereafter transcribed the same  
 10 into typewriting as herein appears.  
 11 That the foregoing transcript is a full,  
 12 true, and correct transcription of my stenotype  
 13 notes of said proceedings consisting of 137 pages,  
 14 inclusive.  
 15 DATED: At Reno, Nevada, this 27th day of  
 16 September, 2024.  
 17  
 18 /s/ Brandi Ann Vianney Smith  
 19  
 20 BRANDI ANN VIANNEY SMITH  
 21  
 22  
 23  
 24  
 25

**CHAIR SCHMITZ: [44]**  
 4/20 28/17 29/5 30/1  
 39/23 51/20 53/13  
 53/23 54/21 55/3 56/2  
 56/13 65/13 67/7 71/15  
 73/13 81/15 82/4 85/15  
 96/19 97/2 98/2 98/9  
 98/17 109/21 118/7  
 119/4 123/11 123/14  
 123/23 124/17 125/19  
 126/10 126/13 126/21  
 127/14 128/4 128/10  
 128/13 128/17 130/6  
 131/1 131/13 131/24  
**MEMBER SWENSON:**  
**[1]** 7/18  
**MR. BANDELIN: [2]**  
 119/19 122/12  
**MR. BELOTE: [2]**  
 24/24 136/25  
**MR. DOBLER: [2]** 12/3  
 135/9  
**MR. JONES: [1]** 5/6  
**MR. JURSS: [1]** 17/18  
**MR. KATZ: [2]** 22/16  
 133/6  
**MR. KENT WALRACK:**  
**[1]** 9/23  
**MR. LYON: [1]** 132/9  
**MR. RUDIN: [28]** 50/12  
 51/3 55/14 64/4 73/18  
 73/21 73/24 74/4 74/6  
 74/10 74/19 75/6 79/23  
 80/10 81/25 83/4 87/23  
 89/20 91/25 92/8 92/11  
 92/15 92/18 93/2 97/11  
 105/6 127/7 127/20  
**MR. WRIGHT: [1]**  
 20/15  
**MS. CARDINALE: [1]**  
 15/15  
**MS. CARS: [1]** 14/7  
**MS. CROCKER: [26]**  
 25/7 25/10 26/2 28/23  
 29/15 31/12 36/2 37/11  
 37/16 37/21 38/12  
 40/24 44/24 45/15  
 46/17 94/7 95/3 96/9  
 97/7 102/4 102/19  
 103/3 104/22 106/5  
 107/13 107/19  
**MS. FEORE: [10]**  
 86/22 88/25 108/14  
 109/12 112/22 114/1  
 114/9 115/23 116/4  
 116/16  
**MS. KNAAK: [1]** 24/16  
**MS. NELSON: [14]**  
 46/25 49/6 52/8 53/17  
 54/10 54/23 55/7 56/8  
 58/16 60/15 61/10 62/8  
 63/14 66/8  
**TRUSTEE DENT: [136]**  
 4/5 4/12 4/15 4/17 4/19  
 4/21 4/23 5/3 17/15  
 19/24 22/15 25/1 25/4  
 25/8 25/12 25/15 25/22

36/1 36/17 37/14 38/1  
 38/4 38/7 39/21 43/18  
 45/9 45/18 46/12 46/18  
 46/21 48/16 50/9 50/20  
 51/10 61/6 61/16 62/17  
 63/21 64/8 65/12 66/3  
 66/9 66/17 66/23 67/6  
 67/8 67/13 67/21 70/6  
 73/16 73/19 73/22 74/1  
 74/5 74/8 74/17 74/20  
 75/21 78/24 81/8 81/12  
 81/16 81/21 82/2 82/6  
 82/11 91/20 92/3 92/9  
 92/12 92/16 92/19 93/3  
 93/18 94/6 94/18 95/15  
 96/12 96/17 96/20 97/1  
 97/3 97/5 97/8 97/21  
 97/25 98/3 98/8 98/10  
 98/12 99/9 101/5  
 101/25 102/6 102/11  
 102/16 103/2 103/5  
 104/10 104/23 105/1  
 107/7 107/17 107/25  
 109/5 111/11 117/14  
 118/14 118/24 119/5  
 119/11 120/21 122/4  
 122/22 123/2 123/10  
 123/12 123/15 123/20  
 125/6 125/23 126/11  
 126/14 128/7 128/11  
 128/14 129/5 130/9  
 130/25 131/18 131/23  
 132/1 132/4 132/25  
 137/2 137/6  
**TRUSTEE NOBLE:**  
**[18]** 4/16 58/25 67/5  
 78/11 79/13 81/24  
 83/19 96/15 96/25  
 97/23 98/7 100/3  
 116/17 119/3 122/24  
 123/9 125/3 131/20  
**TRUSTEE TONKING:**  
**[28]** 4/22 45/1 45/11  
 45/24 46/7 60/16 66/20  
 67/3 70/8 73/7 75/10  
 79/19 80/5 81/23 86/15  
 93/19 94/20 96/24 98/6  
 100/7 109/7 117/15  
 119/1 123/1 123/7  
 124/6 129/1 129/23  
**TRUSTEE TULLOCH:**  
**[50]** 4/18 25/14 32/6  
 36/18 37/18 37/23 38/3  
 40/25 44/8 45/25 56/15  
 58/23 64/21 66/22 67/4  
 67/18 67/24 74/21 75/9  
 76/10 79/2 80/22 81/10  
 81/20 82/20 83/13 84/7  
 94/22 95/17 97/4 98/11  
 99/11 101/16 103/8  
 111/12 113/15 114/2  
 115/4 116/2 116/11  
 118/17 119/2 120/23  
 122/9 123/8 124/19  
 125/24 129/8 130/12  
 131/6  
**\$**  
**\$1 [1]** 43/20

**\$100 [3]** 6/18 7/13  
 31/25  
**\$100,000 [1]** 41/18  
**\$100,000-worth [1]**  
 41/18  
**\$120,000 [1]** 7/13  
**\$125,000 [1]** 6/19  
**\$132,000 [1]** 6/12  
**\$180,000 [1]** 49/1  
**\$189,000 [1]** 6/13  
**\$190,000 [1]** 49/1  
**\$2 [1]** 44/14  
**\$2 million [1]** 44/14  
**\$2,000 [1]** 43/20  
**\$200 [1]** 32/1  
**\$220,000 [1]** 97/19  
**\$250,000 [1]** 41/19  
**\$3 [2]** 11/4 41/17  
**\$3 million [1]** 11/4  
**\$3-million [1]** 41/17  
**\$4,000 [1]** 45/4  
**\$600,000 [1]** 11/5  
**\$7 [1]** 23/16  
**\$7-million [1]** 23/16  
**'**  
**'23 [1]** 103/14  
**-**  
**-o0o [2]** 2/15 4/2  
**/**  
**/s [1]** 138/18  
**0**  
**0343496 [1]** 120/10  
**1**  
**1.2 [1]** 12/14  
**10 [2]** 13/5 121/9  
**10-year [1]** 7/20  
**100,000 [1]** 61/24  
**102 [1]** 3/14  
**104 [1]** 3/15  
**1056 [1]** 15/16  
**10th [1]** 28/6  
**11 [3]** 1/17 12/8 138/6  
**119 [1]** 3/16  
**11th [2]** 5/1 130/24  
**12 [2]** 20/16 116/9  
**12.4 [1]** 13/6  
**120,000-odd [1]** 44/11  
**120k [2]** 56/22 56/24  
**123 [1]** 3/15  
**125 [1]** 57/12  
**126 [1]** 3/17  
**13 [2]** 20/16 116/9  
**132 [2]** 3/18 3/19  
**137 [2]** 3/20 138/13  
**13th [1]** 28/11  
**14 [3]** 14/2 44/2 87/11  
**14 years [1]** 20/16  
**142 [1]** 67/15  
**147,500 [1]** 13/19  
**15 [2]** 44/2 87/11  
**150 [2]** 34/17 57/13  
**16.9 [1]** 12/20  
**167 [1]** 119/17  
**17 [1]** 76/21

**17 years [1]** 23/18  
**17th [1]** 27/9  
**18 [2]** 76/21 77/12  
**18 months [1]** 43/14  
**180,000 [1]** 61/25  
**181,000 [1]** 12/13  
**1898 [4]** 3/13 67/12  
 67/15 78/12  
**1985 when [1]** 74/24  
**2**  
**2,000 [1]** 45/9  
**2.3 [1]** 12/18  
**20,000 [1]** 61/24  
**200 [1]** 136/16  
**2016 [1]** 12/12  
**2018 [2]** 9/25 17/22  
**2019 [1]** 63/7  
**2022 [1]** 12/12  
**2023 [3]** 11/2 12/20  
 120/3  
**2024 [21]** 1/17 3/10 4/1  
 12/6 12/14 12/19 12/21  
 12/22 13/6 14/19 26/24  
 26/24 27/15 27/19  
 27/21 45/17 66/14  
 102/22 123/22 138/6  
 138/16  
**212 [2]** 12/25 119/18  
**214 [1]** 13/18  
**220,000 [1]** 97/24  
**24 [1]** 28/9  
**248 [1]** 67/16  
**24th [4]** 27/6 27/7  
 27/11 123/22  
**25 [2]** 3/6 3/7  
**256 [1]** 102/18  
**25th [3]** 27/10 27/12  
 27/21  
**260 [1]** 9/24  
**262 [1]** 67/16  
**263 [1]** 82/17  
**264 [1]** 82/17  
**266 [1]** 102/18  
**267 [1]** 105/4  
**268 [1]** 105/5  
**269 [1]** 126/16  
**271 [1]** 126/17  
**27th [3]** 130/14 130/22  
 138/15  
**28 [3]** 15/22 20/12  
 24/20  
**28th [1]** 12/5  
**2:00 [1]** 15/19  
**3**  
**30 [3]** 17/1 25/25  
 118/18  
**3022 [2]** 22/17 133/7  
**30th [4]** 27/15 27/19  
 32/15 32/19  
**31 [1]** 38/9  
**318 [1]** 75/7  
**318.098 [2]** 105/11  
 116/19  
**318.93 [1]** 105/4  
**31st [2]** 102/22 102/25  
**38 [1]** 3/8  
**3:30 [1]** 15/23

**4**  
**40 [2]** 42/22 83/21  
**41 [1]** 37/8  
**46 [1]** 3/8  
**4:00 [1]** 17/4  
**5**  
**5.3 [1]** 12/22  
**5/0 [3]** 67/9 119/7  
 123/12  
**50 [1]** 135/25  
**50,000 [1]** 61/24  
**50-plus [1]** 83/21  
**500,000 [1]** 23/25  
**52 [1]** 12/20  
**53 [1]** 1/25  
**54 [1]** 38/9  
**55 [1]** 46/23  
**56.5 [1]** 24/5  
**6**  
**63 [1]** 46/23  
**644,000 [1]** 12/14  
**66 [3]** 3/10 3/10 3/11  
**67 [1]** 3/13  
**6:00 [3]** 4/1 4/7 17/4  
**7**  
**70 [1]** 135/17  
**700,000 [2]** 12/10  
 136/4  
**700k [2]** 41/13 41/13  
**73 [1]** 13/2  
**75 [2]** 13/9 68/7  
**7:30 [1]** 66/10  
**8**  
**8/6/2024 [2]** 3/10 66/14  
**80 [2]** 26/25 68/8  
**82 [1]** 3/14  
**861,000 [1]** 13/7  
**868 [1]** 5/7  
**893 [2]** 1/14 4/7  
**8:16 [1]** 102/10  
**8:20 [3]** 102/9 102/10  
 102/12  
**9**  
**9/11/2024 [1]** 4/1  
**9:06 [2]** 137/6 137/8  
**9th [2]** 15/17 128/25  
**A**  
**Aaron [2]** 22/16 133/7  
**ability [3]** 54/19 74/15  
 97/12  
**able [13]** 36/8 45/3  
 60/4 62/14 87/17 99/21  
 120/8 120/11 120/12  
 120/18 121/20 125/4  
 128/11  
**about [62]** 5/21 7/23  
 9/9 9/12 9/19 16/9  
 21/14 21/15 22/6 22/9  
 22/11 22/12 22/13  
 22/20 30/20 30/21 31/3  
 31/4 32/17 33/4 35/18  
 40/16 42/19 42/23  
 45/10 53/24 57/3 57/18

<b>A</b>	95/17 103/23 112/6 121/4 121/5 121/13 <b>acupuncture [1]</b> 16/15 <b>add [8]</b> 30/8 31/18 61/7 103/10 104/16 104/19 129/2 131/19 <b>add-ons [1]</b> 30/8 <b>added [8]</b> 8/4 8/21 33/18 128/6 128/23 131/25 134/5 134/12 <b>adding [1]</b> 80/15 <b>addition [2]</b> 16/2 29/1 <b>additional [11]</b> 18/7 33/24 36/1 85/10 86/23 88/22 97/18 112/8 118/12 127/25 128/1 <b>Additionally [1]</b> 89/25 <b>address [13]</b> 9/9 10/1 19/24 29/4 31/21 41/22 43/10 58/14 61/3 68/22 80/3 80/16 80/20 <b>addressed [1]</b> 29/10 <b>adds [1]</b> 8/19 <b>adhered [1]</b> 31/5 <b>adherence [1]</b> 30/23 <b>adjourned [1]</b> 137/7 <b>ADJOURNMENT [2]</b> 3/20 137/5 <b>admissions [1]</b> 122/18 <b>admitted [1]</b> 24/12 <b>admittedly [1]</b> 114/18 <b>adopted [1]</b> 56/9 <b>advertised [1]</b> 115/19 <b>advertising [1]</b> 112/19 <b>advocated [1]</b> 19/21 <b>affected [1]</b> 13/16 <b>affects [1]</b> 7/25 <b>after [17]</b> 12/20 19/8 21/13 21/13 32/25 32/25 34/3 48/24 51/14 62/21 68/19 71/3 76/25 90/5 90/7 106/18 109/24 <b>after year [1]</b> 21/13 <b>aftermarket [2]</b> 30/8 33/18 <b>afternoon [1]</b> 15/19 <b>again [28]</b> 16/19 29/17 35/12 38/17 39/18 43/6 51/3 60/20 63/21 64/9 84/8 84/17 85/12 87/24 88/15 91/25 94/8 96/5 102/9 105/9 105/25 111/24 112/2 116/12 122/16 133/6 133/11 134/15 <b>against [7]</b> 13/24 14/15 75/12 75/13 76/19 84/8 114/15 <b>agencies [2]</b> 56/4 91/15 <b>agency [3]</b> 91/12 107/22 110/2 <b>agenda [11]</b> 3/6 4/9 20/2 25/3 25/16 25/19 39/25 40/16 67/20 105/9 105/25 <b>agendas [1]</b> 14/18 <b>agendized [1]</b> 83/7	<b>ago [13]</b> 9/10 14/14 29/2 51/12 63/3 63/4 72/1 76/23 84/13 101/11 107/9 108/2 108/10 <b>agree [16]</b> 19/20 51/20 57/4 60/16 64/21 65/12 65/13 71/11 75/17 78/12 78/23 100/3 100/6 100/16 112/9 117/16 <b>agreed [2]</b> 19/18 130/25 <b>agreement [9]</b> 102/21 105/15 105/20 119/13 119/22 120/2 120/15 121/11 127/3 <b>ahead [1]</b> 130/20 <b>aimed [1]</b> 96/6 <b>akin [1]</b> 84/20 <b>alarming [1]</b> 16/25 <b>all [117]</b> 4/5 4/23 5/11 5/13 5/21 6/6 6/22 7/11 8/11 13/3 13/8 15/25 19/17 21/3 23/10 23/12 24/2 24/7 24/8 24/9 25/18 30/5 30/16 31/10 32/10 32/20 34/9 35/22 36/25 39/8 39/16 39/17 40/11 41/5 43/3 43/4 43/10 49/9 52/16 52/18 55/16 56/9 56/12 56/16 61/20 62/1 62/3 62/8 64/19 66/11 67/1 67/2 69/3 69/8 69/9 69/24 70/1 70/4 74/25 75/4 76/3 76/4 77/12 77/13 78/12 79/20 81/4 81/14 81/18 82/8 83/3 83/15 83/20 85/21 85/23 86/4 86/12 87/18 90/20 91/23 92/9 92/12 93/18 96/13 96/22 96/23 98/5 102/7 104/20 104/23 106/20 110/13 110/23 111/1 112/12 116/20 117/11 118/25 119/7 120/9 121/19 122/18 123/5 125/11 125/21 126/11 126/14 128/4 132/1 132/6 134/7 134/8 135/5 136/10 136/10 136/14 137/2 <b>ALLEGIANCE [4]</b> 3/3 4/9 4/10 4/11 <b>allocated [2]</b> 35/11 99/2 <b>allocation [1]</b> 35/23 <b>allocations [2]</b> 35/10 35/17 <b>allow [1]</b> 130/19 <b>allowed [6]</b> 48/5 71/1 71/6 79/21 87/22 89/4 <b>allowing [1]</b> 91/7 <b>almost [5]</b> 12/9 19/3 34/3 62/18 134/15 <b>along [5]</b> 17/7 48/21 54/17 63/23 93/16 <b>aloud [1]</b> 15/7	<b>already [18]</b> 17/24 24/12 27/12 33/7 39/4 41/8 58/6 62/16 73/17 93/12 100/2 101/9 102/5 108/19 110/5 111/18 116/3 122/5 <b>also [62]</b> 2/11 6/5 7/1 14/4 17/3 17/20 19/21 26/21 27/18 28/2 28/8 28/14 29/7 29/22 30/3 30/23 32/13 32/19 32/20 33/18 34/15 35/1 35/9 37/9 37/14 41/25 42/9 43/7 47/19 60/23 64/4 65/6 70/21 71/2 71/11 75/18 77/11 83/9 83/16 87/11 91/7 91/8 99/17 100/9 100/14 100/20 100/23 103/10 103/20 104/8 104/9 105/20 109/21 120/11 120/24 121/6 121/17 124/15 125/7 127/15 129/9 135/24 <b>alternatives [1]</b> 105/23 <b>Although [1]</b> 120/5 <b>altogether [1]</b> 8/8 <b>always [3]</b> 71/19 112/24 129/19 <b>am [14]</b> 4/23 7/20 8/10 9/15 15/6 17/19 19/10 57/16 78/2 86/25 87/20 126/24 127/12 134/3 <b>amendment [3]</b> 71/5 119/10 119/16 <b>amenity [1]</b> 10/17 <b>amongst [1]</b> 123/24 <b>amount [4]</b> 16/20 35/10 103/18 109/16 <b>analysis [3]</b> 56/20 65/1 109/11 <b>Analyzers [2]</b> 3/11 66/15 <b>Anecdotally [1]</b> 59/12 <b>Ann [4]</b> 1/24 138/4 138/18 138/20 <b>announced [2]</b> 68/19 76/23 <b>announcing [1]</b> 77/5 <b>annual [2]</b> 12/12 59/7 <b>annually [1]</b> 23/12 <b>anonymized [1]</b> 88/9 <b>another [15]</b> 8/13 9/19 14/10 16/21 20/11 24/22 40/13 41/19 43/6 44/9 44/17 53/8 95/18 106/22 112/4 <b>answer [10]</b> 11/10 28/13 31/9 48/15 88/4 88/15 92/4 120/19 125/2 135/3 <b>answer's [1]</b> 134/6 <b>answerable [2]</b> 77/19 77/20 <b>answered [1]</b> 30/5 <b>answering [2]</b> 26/9 56/13 <b>answers [3]</b> 44/2 50/8 61/13	<b>anticipated [1]</b> 37/9 <b>any [79]</b> 6/16 8/8 14/19 15/7 17/16 20/1 20/5 25/18 26/9 28/12 28/12 29/13 33/22 33/24 36/1 39/20 39/21 41/10 48/13 49/3 49/5 50/5 51/5 53/14 54/4 55/3 55/12 57/20 61/16 62/4 63/5 65/4 66/3 66/24 69/17 70/11 71/12 79/12 79/23 84/8 84/9 84/17 84/23 85/12 87/21 89/4 89/21 89/25 90/16 92/22 93/15 93/15 94/19 96/13 96/21 98/4 101/15 103/3 103/6 104/19 104/21 107/10 108/3 109/19 118/12 118/15 119/6 123/3 123/25 124/22 125/2 126/12 127/18 127/22 131/4 132/4 133/4 134/4 136/13 <b>anybody [3]</b> 53/21 76/19 124/17 <b>anyhow [1]</b> 135/18 <b>anyone [6]</b> 53/15 61/19 61/21 82/19 104/11 123/25 <b>anyone's [1]</b> 44/1 <b>anything [13]</b> 20/6 21/14 21/23 22/7 24/14 50/23 59/21 62/2 64/15 85/7 92/22 127/15 136/6 <b>anytime [2]</b> 44/1 50/15 <b>anyway [1]</b> 115/10 <b>apologize [4]</b> 28/22 36/3 59/4 122/12 <b>appearing [1]</b> 34/6 <b>appears [4]</b> 32/22 41/4 99/21 138/10 <b>applicant [2]</b> 115/12 115/13 <b>applicants [5]</b> 87/5 116/3 116/8 117/18 118/21 <b>applicants' [1]</b> 89/4 <b>applications [6]</b> 82/24 83/10 84/15 86/23 87/18 90/24 <b>applied [7]</b> 59/17 59/25 83/21 86/19 95/6 115/24 116/6 <b>applies [1]</b> 57/17 <b>apply [6]</b> 113/24 115/15 117/1 117/5 117/9 117/21 <b>applying [8]</b> 59/2 60/8 60/13 95/22 95/25 111/18 111/21 113/17 <b>appoint [11]</b> 3/14 69/5 78/9 82/10 82/11 82/16 89/21 96/15 106/25 113/21 114/6 <b>appointed [6]</b> 15/11 68/18 75/18 76/24 77/3
----------	---	---	--	--

<b>A</b>	80/3	119/3 119/4 119/5 123/6 123/7 123/8 123/9 123/10 123/11	45/11 48/22 50/13 50/22 52/15 56/11 57/5 57/13 60/3 63/2 64/19 65/20 72/3 72/11 73/8 73/17 74/23 75/11 75/14 75/22 80/17 83/22 83/25 84/2 84/18 85/22 89/13 92/24 93/11 96/3 98/23 100/9 101/22 109/9 110/2 111/13 112/16 114/25 115/7 116/24 117/2 117/8 118/20 121/21 125/9 127/24 128/22 130/1 130/2 131/8 132/16 133/16 134/5 134/13 135/2 135/12 136/6 136/8	136/4 <b>believe</b> [31] 7/24 8/17 15/17 25/4 28/18 28/19 29/7 29/13 30/2 46/18 48/8 52/8 52/25 53/17 53/22 62/8 63/14 65/23 70/9 78/21 83/23 84/16 98/17 101/5 101/7 102/1 107/13 113/14 120/21 125/19 131/22 <b>believes</b> [4] 29/10 121/4 121/13 122/10 <b>belong</b> [1] 136/17 <b>below</b> [1] 80/24 <b>bench</b> [2] 15/2 15/5 <b>beneficial</b> [1] 43/19 <b>benefit</b> [2] 8/11 54/4 <b>best</b> [7] 11/15 43/2 56/25 91/10 102/20 102/20 122/11 <b>better</b> [8] 43/14 57/24 58/13 61/14 93/19 109/10 109/11 122/16 <b>between</b> [11] 16/21 35/7 40/19 43/8 52/5 72/16 75/12 98/21 109/8 119/13 119/22 <b>beverage</b> [29] 3/8 10/2 10/23 11/21 13/12 21/24 22/21 23/9 38/6 38/8 38/22 39/3 40/1 41/4 41/9 41/14 42/14 42/19 42/25 43/1 43/16 43/21 110/25 135/11 135/14 135/16 136/5 136/14 136/20 <b>biannual</b> [1] 59/8 <b>bias</b> [1] 133/17 <b>bid</b> [8] 6/9 6/12 6/14 6/15 7/4 53/3 53/10 53/16 <b>bidding</b> [1] 44/19 <b>bids</b> [1] 62/14 <b>big</b> [1] 109/15 <b>bigger</b> [2] 68/12 99/13 <b>biggest</b> [2] 131/8 131/9 <b>bills</b> [3] 49/5 51/16 103/12 <b>Biltmore</b> [1] 16/1 <b>bit</b> [17] 6/5 9/8 16/10 26/4 29/22 32/6 40/25 53/11 67/25 93/16 101/2 101/4 109/10 114/8 117/25 125/16 129/11 <b>black</b> [1] 10/11 <b>blessed</b> [1] 17/22 <b>board</b> [181] <b>board's</b> [4] 72/11 80/25 86/25 91/16 <b>Boardroom</b> [1] 1/13 <b>Boat</b> [2] 3/10 66/15 <b>bodies</b> [2] 85/2 85/11 <b>body</b> [1] 85/7 <b>book</b> [1] 56/17 <b>booked</b> [1] 27/12 <b>borders</b> [1] 54/12 <b>bore</b> [1] 44/8 <b>borne</b> [1] 8/17
<b>appointed...</b> [1] 78/9 <b>appointing</b> [3] 77/9 77/14 77/15 <b>appointment</b> [12] 15/18 15/23 16/13 16/15 17/5 75/25 76/3 78/16 83/7 111/16 111/19 111/19 <b>appointments</b> [7] 68/25 69/10 69/15 77/21 78/1 89/12 112/20 <b>appoints</b> [1] 79/6 <b>apportion</b> [1] 46/6 <b>appreciate</b> [6] 7/17 30/4 31/9 56/13 122/15 125/23 <b>appreciative</b> [1] 19/10 <b>approach</b> [6] 5/15 9/5 9/11 9/21 104/15 112/2 <b>approached</b> [1] 106/15 <b>appropriate</b> [7] 11/22 30/15 30/25 31/2 55/24 68/4 136/22 <b>approval</b> [6] 3/6 25/3 37/3 80/1 120/1 132/11 <b>approve</b> [8] 31/6 66/20 67/14 69/7 81/11 105/2 119/15 122/24 <b>approved</b> [8] 25/19 52/3 62/19 63/4 63/18 66/1 76/13 81/1 <b>approves</b> [1] 62/25 <b>approving</b> [3] 30/22 51/12 101/7 <b>approximate</b> [1] 13/20 <b>approximately</b> [5] 12/22 13/19 56/22 57/18 101/19 <b>April</b> [2] 11/1 63/7 <b>aquatics</b> [3] 35/3 35/4 35/20 <b>are</b> [149] <b>area</b> [2] 60/24 106/23 <b>areas</b> [2] 57/19 75/20 <b>aren't</b> [4] 61/8 74/16 110/20 120/13 <b>arising</b> [1] 57/19 <b>around</b> [13] 11/6 11/9 23/20 48/22 59/13 59/19 60/24 61/1 100/16 100/18 124/7 124/9 129/17 <b>article</b> [1] 16/24 <b>as</b> [159] <b>ask</b> [18] 20/19 45/21 46/16 61/6 62/22 74/1 85/9 88/25 110/1 110/3 110/6 110/10 110/17 111/9 120/18 121/9 124/4 129/3 <b>asked</b> [8] 32/17 83/14 83/17 85/24 105/23 129/8 130/1 131/20 <b>asking</b> [3] 50/24 107/25 118/8 <b>aspect</b> [3] 59/6 66/2	<b>aspects</b> [1] 43/5 <b>Aspen</b> [2] 135/22 136/1 <b>assessed</b> [1] 101/23 <b>assessment</b> [1] 104/6 <b>assets</b> [1] 44/5 <b>assigned</b> [1] 46/9 <b>assistance</b> [9] 20/19 29/3 105/11 105/18 108/5 116/18 116/20 118/5 118/13 <b>assistant</b> [2] 26/7 77/4 <b>associated</b> [3] 27/25 49/23 122/18 <b>assurance</b> [1] 32/25 <b>assured</b> [2] 32/17 33/1 <b>athletes</b> [1] 131/11 <b>attached</b> [3] 22/18 27/22 28/14 <b>attempt</b> [1] 15/7 <b>attended</b> [1] 32/8 <b>attention</b> [2] 17/10 64/20 <b>attorney</b> [1] 103/23 <b>attorneys</b> [1] 21/9 <b>attributed</b> [2] 41/10 46/2 <b>audience</b> [1] 131/9 <b>audit</b> [2] 98/25 110/21 <b>auditing</b> [1] 118/6 <b>auditors</b> [1] 21/10 <b>August</b> [6] 12/5 27/15 27/19 32/9 32/15 32/19 <b>August 30th</b> [3] 27/15 27/19 32/15 <b>authority</b> [7] 14/22 73/17 73/20 73/23 74/2 74/12 86/13 <b>authorize</b> [5] 15/3 105/12 116/18 119/12 119/21 <b>authorized</b> [2] 14/24 33/20 <b>authorizes</b> [1] 56/1 <b>automated</b> [1] 40/19 <b>automatic</b> [1] 98/20 <b>automatically</b> [1] 77/6 <b>available</b> [4] 116/20 117/11 117/19 117/20 <b>Avenue</b> [1] 9/24 <b>avenues</b> [2] 49/20 117/11 <b>average</b> [3] 12/12 12/13 12/21 <b>avoid</b> [1] 124/25 <b>award</b> [2] 28/5 28/5 <b>aware</b> [8] 35/4 49/16 63/24 86/5 112/13 127/13 131/5 131/6 <b>away</b> [4] 11/12 11/14 75/4 95/1 <b>Awesome</b> [1] 102/6 <b>awhile</b> [1] 29/23 <b>aye</b> [30] 67/2 67/3 67/4 67/5 67/6 67/7 81/19 81/20 81/21 96/23 96/24 96/25 97/1 97/2 98/6 98/7 98/8 98/9 118/25 119/1 119/2	<b>back</b> [42] 7/9 16/17 17/8 20/7 26/4 27/20 32/3 39/1 39/25 40/9 43/11 43/18 45/4 45/5 45/13 53/23 59/1 61/7 63/6 67/22 74/24 76/22 95/8 99/18 101/16 103/13 103/14 104/6 105/21 107/24 115/5 120/17 126/25 128/20 129/2 129/6 129/10 129/25 130/17 131/7 131/12 131/21 <b>backed</b> [2] 16/19 17/6 <b>backfilled</b> [1] 118/9 <b>backfills</b> [1] 112/5 <b>background</b> [6] 10/3 68/1 87/11 88/14 114/16 119/24 <b>backup</b> [1] 20/20 <b>backups</b> [2] 47/7 55/11 <b>Bahlman</b> [1] 28/8 <b>Bakery</b> [2] 17/20 52/2 <b>balance</b> [4] 99/24 100/1 101/20 109/2 <b>balances</b> [1] 12/19 <b>balk</b> [1] 60/1 <b>Bandelin</b> [8] 119/16 120/25 121/2 121/12 121/19 121/20 122/5 122/10 <b>Bandelin's</b> [1] 122/1 <b>bank</b> [2] 26/23 108/24 <b>bankrupted</b> [1] 19/4 <b>bar</b> [2] 6/11 18/1 <b>base</b> [2] 61/14 93/7 <b>based</b> [9] 9/4 12/17 41/7 41/19 79/4 87/9 87/10 88/13 116/13 <b>basically</b> [10] 47/22 48/2 49/6 50/25 55/9 68/5 76/17 79/6 86/10 118/20 <b>basis</b> [6] 112/25 114/22 116/23 117/4 117/12 121/1 <b>Bay</b> [5] 9/25 20/15 35/5 58/18 106/23 <b>BB</b> [1] 103/1 <b>be</b> [232] <b>beach</b> [13] 3/10 16/3 16/17 17/3 17/7 24/6 35/3 35/6 35/18 41/16 66/15 124/10 130/14 <b>beaches</b> [3] 35/12 35/20 35/21 <b>Bear</b> [1] 80/24 <b>because</b> [83] 5/15 6/22 9/20 10/12 11/12 15/21 16/25 17/11 18/6 19/15 19/21 20/23 21/1 27/11 30/15 31/19 33/13 33/22 37/1 39/9 40/3 40/7 41/2 42/12 45/3	65/11 65/9 112/24 <b>becomes</b> [3] 57/4 73/10 77/25 <b>been</b> [92] 6/1 9/14 9/24 14/21 15/21 17/21 17/21 18/11 20/13 20/16 21/2 21/15 23/18 25/4 26/5 26/9 27/7 32/22 33/5 33/14 33/19 34/11 34/21 35/23 41/15 43/15 45/3 46/1 48/22 59/12 63/12 63/15 63/19 66/23 68/1 68/4 76/12 76/16 76/21 77/15 81/12 81/16 82/22 84/17 84/18 84/24 85/6 86/4 86/5 88/11 89/3 89/6 90/5 90/8 90/9 91/13 91/23 92/7 96/17 96/20 97/25 98/3 99/18 99/20 99/21 99/22 99/23 100/11 101/24 103/11 103/18 104/17 107/14 108/3 108/12 108/14 109/21 110/15 111/5 114/15 114/19 114/20 115/2 118/14 121/21 123/2 123/3 127/11 132/15 132/15 133/20 133/21 <b>before</b> [14] 11/2 29/8 44/16 61/19 76/18 77/5 90/9 90/24 99/16 106/17 114/16 125/21 127/22 130/3 <b>begin</b> [1] 105/7 <b>behalf</b> [4] 17/13 17/25 19/21 32/13 <b>behind</b> [1] 15/25 <b>being</b> [39] 6/23 6/23 9/9 9/19 16/19 19/11 20/4 28/20 31/7 32/25 33/12 33/16 33/18 35/19 35/21 42/19 43/22 47/17 48/5 57/7 69/10 72/1 75/17 78/8 83/2 83/15 83/24 85/21 85/25 91/3 94/15 97/13 100/24 110/8 116/19 117/20 120/16 135/19	

<b>B</b>	9/3 18/2 23/11 48/25 49/16 50/15 50/23 51/9 52/6 52/18 55/16 58/15 60/1 60/19 61/8 61/17 61/20 62/3 63/10 63/24 65/8 133/24	80/6 80/9 80/16 87/24 89/25 90/21 92/22 109/23 111/2 117/6 <b>anceled [1]</b> 130/23 <b>cancellation [1]</b> 130/13 <b>candidate [10]</b> 7/19 82/12 83/3 93/7 95/19 96/1 96/8 111/17 111/23 113/7	<b>challenges [1]</b> 78/6 <b>chance [4]</b> 84/17 84/22 115/25 116/6 <b>chances [1]</b> 50/16 <b>change [9]</b> 63/6 69/24 70/2 71/23 71/23 72/2 73/14 86/11 119/20 <b>changed [5]</b> 59/7 59/9 71/19 71/22 81/4 <b>changes [14]</b> 38/23 39/4 39/8 42/21 65/17 69/19 76/16 78/13 81/2 81/11 85/5 86/13 86/14 99/8 <b>changing [1]</b> 42/21 <b>Chapter [1]</b> 75/7 <b>character [1]</b> 90/2 <b>chardonnay [2]</b> 42/22 42/23 <b>charge [3]</b> 11/22 44/6 68/14 <b>charged [4]</b> 33/16 35/20 35/21 46/1 <b>charges [1]</b> 58/7 <b>charging [1]</b> 42/22 <b>chasing [1]</b> 64/12 <b>Chateau [5]</b> 11/1 27/6 135/22 136/1 136/17 <b>checking [1]</b> 45/16 <b>chief [2]</b> 89/21 127/1 <b>chime [1]</b> 54/13 <b>Chipmunk [1]</b> 16/16 <b>choose [3]</b> 69/13 86/6 117/21 <b>Chris [3]</b> 10/5 38/8 38/13 <b>Chris' [1]</b> 10/7 <b>Christmas [2]</b> 52/19 62/12 <b>CIC [2]</b> 131/3 131/9 <b>CIP [3]</b> 23/16 24/5 24/6 <b>CIP's [1]</b> 24/3 <b>circumstances [1]</b> 91/11 <b>cities [1]</b> 93/10 <b>City [2]</b> 15/22 56/8 <b>claim [2]</b> 41/6 41/6 <b>claimed [1]</b> 76/12 <b>clarification [2]</b> 37/12 71/16 <b>clarify [7]</b> 30/13 31/8 36/18 63/20 71/18 74/21 75/1 <b>clarifying [1]</b> 88/25 <b>clean [3]</b> 33/4 50/2 50/3 <b>cleaned [1]</b> 72/6 <b>clear [13]</b> 9/17 40/2 40/6 40/18 56/15 66/5 72/6 79/17 83/13 102/2 102/4 116/5 116/14 <b>clearly [1]</b> 69/23 <b>CLERK [1]</b> 2/13 <b>CLGF [9]</b> 32/8 32/8 32/10 32/19 32/23 33/7 36/19 36/20 37/20 <b>client [1]</b> 129/19 <b>Cliff [2]</b> 12/3 135/9 <b>cllog [1]</b> 55/10	<b>clogs [1]</b> 47/6 <b>close [9]</b> 5/4 11/4 25/1 38/4 61/19 66/9 104/23 109/3 126/14 <b>closed [1]</b> 90/1 <b>closely [1]</b> 61/20 <b>closes [4]</b> 46/18 82/8 102/7 119/7 <b>club [3]</b> 42/10 42/12 42/16 <b>clue [1]</b> 64/10 <b>code [13]</b> 47/2 48/17 48/19 49/18 49/19 50/15 52/23 56/10 56/11 59/15 61/2 65/23 100/5 <b>coffee [5]</b> 18/25 19/9 23/3 23/23 24/14 <b>collaboration [1]</b> 72/16 <b>colleagues [3]</b> 39/22 93/15 103/6 <b>collection [2]</b> 55/9 134/23 <b>collectively [1]</b> 91/16 <b>come [31]</b> 5/14 5/19 7/22 17/23 21/10 33/4 34/19 40/9 43/18 44/1 44/12 57/10 58/21 87/17 89/18 93/1 99/6 99/24 100/10 104/6 105/20 108/24 110/13 118/3 129/2 129/6 129/9 129/14 129/25 131/7 131/12 <b>comes [6]</b> 7/14 18/24 33/23 68/8 103/13 115/4 <b>comfy [1]</b> 125/14 <b>coming [20]</b> 5/24 19/25 22/6 32/3 35/3 41/9 42/2 43/11 48/23 51/17 52/22 59/25 60/9 62/9 64/25 65/5 101/10 112/11 129/10 131/21 <b>comment [16]</b> 3/19 5/5 24/25 39/7 41/13 52/1 52/1 71/25 72/1 121/7 132/7 132/8 133/5 137/1 137/3 137/4 <b>comments [7]</b> 3/5 36/11 48/14 65/14 69/1 69/12 103/4 <b>commercial [1]</b> 133/23 <b>commercial [3]</b> 133/18 134/4 135/1 <b>commingling [1]</b> 85/16 <b>commitment [6]</b> 32/10 36/19 36/23 36/24 37/24 42/14 <b>committee [6]</b> 29/6 29/11 37/4 70/22 131/3 131/9 <b>committees [1]</b> 91/13 <b>common [1]</b> 134/15 <b>communicating [2]</b> 16/8 125/10 <b>communication [3]</b> 16/8 52/5 52/9 <b>community [28]</b> 5/10
<b>both [10]</b> 28/1 41/3 47/13 48/9 48/10 58/14 91/6 94/22 117/11 129/18 <b>bought [1]</b> 43/24 <b>Boulevard [3]</b> 1/14 4/8 5/7 <b>bound [1]</b> 73/11 <b>box [3]</b> 22/17 58/21 133/7 <b>Brandi [4]</b> 1/24 138/4 138/18 138/20 <b>break [10]</b> 23/6 23/8 23/11 23/13 23/15 23/22 97/9 102/8 102/9 130/21 <b>breakdown [1]</b> 35/2 <b>breaking [1]</b> 47/20 <b>bridge [1]</b> 99/3 <b>bring [5]</b> 17/10 49/19 61/7 75/22 107/23 <b>bringing [12]</b> 20/7 39/1 39/23 39/25 59/4 63/10 63/11 64/24 65/24 123/23 126/25 134/18 <b>Brockway [1]</b> 15/24 <b>broken [1]</b> 23/17 <b>brought [9]</b> 20/4 21/24 30/16 32/7 48/11 65/19 67/22 86/4 104/15 <b>bucks [4]</b> 33/17 68/7 136/15 136/16 <b>budget [12]</b> 12/7 13/18 13/20 13/24 23/25 95/14 98/23 99/8 99/18 100/24 129/14 129/19 <b>Bueller [1]</b> 23/3 <b>Bueller's [1]</b> 23/2 <b>build [4]</b> 18/20 18/23 51/24 111/1 <b>building [15]</b> 18/20 18/22 18/25 19/8 47/2 47/23 48/17 48/19 49/15 49/17 49/19 50/16 51/23 65/21 65/23 <b>buildup [1]</b> 47/8 <b>built [1]</b> 41/17 <b>bulk [1]</b> 112/23 <b>business [59]</b> 3/12 6/17 6/19 6/20 8/2 18/11 19/17 20/3 21/18 21/19 23/13 25/13 34/11 44/19 46/4 47/19 47/24 48/18 48/22 48/23 49/7 49/9 50/21 51/2 51/5 51/13 51/21 52/11 53/25 54/4 54/9 54/22 54/24 56/23 56/24 57/5 59/6 59/6 61/24 62/22 63/9 64/12 65/18 65/22 67/11 68/5 69/22 78/5 121/4 121/5 121/14 121/14 122/3 123/13 126/15 133/18 134/4 134/21 135/1 <b>businesses [23]</b> 5/12	<b>Bye [1]</b> 24/23	<b>C</b>	<b>cafe [2]</b> 17/20 18/25 <b>calculate [1]</b> 41/5 <b>calculation [2]</b> 45/3 46/10 <b>calendar [20]</b> 3/9 3/17 13/23 14/18 66/14 66/18 66/21 66/23 67/8 120/17 126/16 126/20 126/23 127/19 128/5 128/18 128/24 130/8 130/10 130/18 <b>calendar year [1]</b> 13/23 <b>Calibration [2]</b> 3/11 66/16 <b>California [2]</b> 15/24 17/17 <b>call [12]</b> 3/4 4/6 4/12 4/14 53/22 67/1 81/18 96/22 108/20 118/24 122/1 123/5 <b>called [2]</b> 55/8 135/21 <b>calmed [1]</b> 24/21 <b>came [5]</b> 6/25 52/13 104/13 107/11 124/9 <b>camera [1]</b> 122/13 <b>campaign [2]</b> 9/10 9/20 <b>can [91]</b> 5/10 8/10 8/20 10/9 11/4 11/8 13/9 18/20 19/8 19/12 23/20 25/24 29/19 36/18 37/18 37/19 38/9 38/21 40/7 40/13 41/18 45/21 46/16 46/22 47/19 48/16 53/10 54/11 57/2 57/20 58/5 58/10 58/12 61/14 67/16 69/13 70/3 70/23 73/8 73/16 74/21 75/15 75/18 78/10 78/14 80/20 81/4 82/16 83/6 85/14 86/7 87/25 88/12 88/25 89/19 90/16 90/24 91/6 91/10 92/1 92/21 92/23 94/1 94/22 102/17 103/10 103/20 105/4 108/5 108/24 109/12 113/2 113/9 113/9 119/17 120/19 122/1 122/16 124/5 124/15 125/25 127/23 128/1 129/5 129/15 129/16 129/17 129/21 129/22 129/24 136/21 <b>can't [24]</b> 8/25 19/1 20/21 21/18 48/6 52/13 54/5 55/20 58/20 60/10 61/15 63/2 70/11 80/5	<b>cannot [1]</b> 16/10 <b>capable [4]</b> 24/12 24/13 79/9 117/3 <b>capital [8]</b> 8/19 33/16 33/17 33/19 33/19 33/23 57/13 133/25 <b>card [5]</b> 30/23 31/7 31/13 31/23 34/1 <b>Cardinale [1]</b> 15/15 <b>cards [5]</b> 30/8 30/14 31/2 31/15 33/11 <b>care [5]</b> 21/16 76/9 118/21 132/16 136/2 <b>careful [6]</b> 35/5 35/6 35/13 86/25 95/20 100/18 <b>carefully [1]</b> 35/24 <b>carry [1]</b> 16/13 <b>carrying [1]</b> 35/13 <b>Cars [1]</b> 14/8 <b>Carson [1]</b> 15/22 <b>carts [2]</b> 135/15 136/15 <b>case [8]</b> 9/7 10/9 42/15 76/11 76/18 76/20 85/23 118/18 <b>cases [1]</b> 100/13 <b>cash [3]</b> 12/19 12/20 12/21 <b>catering [2]</b> 12/9 135/23 <b>caught [1]</b> 108/15 <b>cause [1]</b> 76/4 <b>caution [1]</b> 34/18 <b>center [8]</b> 5/16 6/3 6/10 23/13 23/15 28/10 35/3 94/12 <b>Central [1]</b> 34/20 <b>cents [1]</b> 42/22 <b>CEO [1]</b> 69/4 <b>certainly [6]</b> 60/15 76/10 76/11 81/6 91/18 103/8 <b>certify [1]</b> 138/5 <b>CHAIR [21]</b> 2/4 2/5 32/7 40/24 45/20 46/15 50/10 82/1 82/2 87/14 91/21 98/16 101/6 104/13 111/11 120/18 126/11 126/18 128/7 131/18 133/2 <b>chairs [2]</b> 112/3 125/15



<b>C</b>	111/25 112/15 <b>confused</b> [4] 32/6 89/15 135/12 136/10 <b>confusion</b> [1] 16/11 <b>congratulations</b> [2] 28/8 97/6 <b>consecutive</b> [1] 114/4 <b>consent</b> [7] 3/9 66/14 66/18 66/21 66/23 67/8 120/16 <b>consequence</b> [1] 51/11 <b>consequences</b> [2] 63/5 77/1 <b>consider</b> [15] 8/5 9/11 14/10 15/12 50/7 82/12 83/7 84/17 86/9 91/8 91/9 104/8 105/23 108/11 132/13 <b>consideration</b> [2] 83/11 133/3 <b>considered</b> [6] 83/3 83/15 83/17 83/24 90/25 91/3 <b>considering</b> [1] 84/2 <b>consistency</b> [1] 20/24 <b>consistent</b> [2] 13/14 39/9 <b>consisting</b> [1] 138/13 <b>constantly</b> [1] 10/19 <b>construct</b> [1] 62/11 <b>construction</b> [9] 17/16 20/12 48/4 49/23 53/1 61/18 61/18 62/4 62/10 <b>consultant</b> [7] 23/10 38/8 38/13 41/3 42/1 42/5 133/16 <b>consultants</b> [2] 94/25 129/18 <b>consulting</b> [3] 10/2 42/1 110/12 <b>contemplating</b> [1] 125/20 <b>continue</b> [8] 15/3 15/5 19/12 42/3 53/9 66/12 86/7 128/16 <b>continuing</b> [1] 14/10 <b>contract</b> [3] 71/8 88/20 104/2 <b>contracting</b> [1] 9/11 <b>contractor's</b> [1] 53/7 <b>contractors</b> [3] 53/5 53/11 53/18 <b>contracts</b> [1] 103/19 <b>contradictory</b> [2] 115/21 116/15 <b>contrary</b> [1] 68/25 <b>contrast</b> [1] 55/22 <b>contravening</b> [1] 33/21 <b>control</b> [8] 38/15 38/24 43/4 43/4 68/15 75/5 78/8 81/2 <b>controller</b> [2] 26/21 108/17 <b>controls</b> [2] 110/14 110/23 <b>conversation</b> [3] 5/20 89/6 122/15 <b>conversations</b> [1]	136/22 <b>Cool</b> [3] 92/19 93/3 93/18 <b>coordinating</b> [1] 90/11 <b>copy</b> [2] 32/20 37/5 <b>core</b> [1] 11/6 <b>corporate</b> [1] 114/19 <b>Corporation</b> [5] 3/16 9/12 119/9 119/14 119/22 <b>Corporation/IVGID</b> [2] 3/16 119/9 <b>correct</b> [18] 13/8 25/5 25/7 45/3 45/7 45/12 67/24 70/16 75/5 75/6 75/24 77/22 77/22 93/1 118/20 120/23 129/7 138/12 <b>corrected</b> [1] 10/23 <b>cost</b> [23] 5/18 6/6 7/1 7/7 8/4 8/5 31/6 43/8 44/5 47/16 49/3 50/2 54/24 57/13 57/25 62/20 103/21 104/4 105/18 109/8 128/2 128/3 134/25 <b>cost-cutting</b> [1] 8/5 <b>cost-prohibitive</b> [1] 128/3 <b>costing</b> [3] 56/22 56/23 60/19 <b>costly</b> [1] 47/11 <b>costs</b> [29] 6/15 7/11 8/13 8/17 10/24 23/16 24/6 30/18 34/20 38/15 38/25 41/6 43/3 43/9 43/24 44/11 44/16 48/21 49/23 50/5 53/3 54/17 57/14 57/14 64/12 98/23 105/16 134/7 134/8 <b>couches</b> [1] 125/15 <b>could</b> [36] 5/22 6/1 7/1 11/19 13/20 18/16 21/10 22/1 29/24 31/23 51/8 54/18 64/15 70/17 71/5 74/6 80/22 86/8 89/12 91/21 92/5 92/9 92/13 92/17 92/25 93/8 95/1 104/6 107/19 107/22 109/3 109/18 120/7 124/2 129/3 132/16 <b>couldn't</b> [2] 79/19 128/18 <b>counsel</b> [3] 2/12 103/15 103/24 <b>counter</b> [1] 33/25 <b>counterpart</b> [1] 59/10 <b>counterparts</b> [1] 60/12 <b>county</b> [51] 3/15 16/6 17/12 18/19 20/18 20/20 24/11 26/3 26/8 29/3 40/17 49/8 49/8 50/16 52/3 52/5 52/13 56/9 59/10 60/12 64/2 85/9 104/25 105/2 105/11 105/13 105/14 105/17 105/18 105/24	106/10 106/12 107/2 108/4 109/9 109/10 109/14 110/1 110/3 110/6 110/10 110/17 111/10 112/12 116/19 116/21 118/2 118/4 118/8 118/10 138/2 <b>couple</b> [13] 29/1 34/6 40/22 71/15 85/20 86/15 88/3 88/18 89/14 94/9 97/9 110/5 126/21 <b>couple-minute</b> [1] 97/9 <b>course</b> [7] 13/25 14/1 23/17 39/13 55/19 90/18 125/13 <b>court</b> [1] 134/22 <b>courts</b> [1] 23/17 <b>cover</b> [4] 7/12 18/2 42/15 87/18 <b>coverage</b> [4] 127/17 127/21 127/25 128/1 <b>covered</b> [3] 62/16 101/24 131/17 <b>COVID</b> [1] 18/12 <b>create</b> [6] 10/17 11/3 12/15 55/11 78/25 88/7 <b>created</b> [4] 79/24 79/25 91/13 99/4 <b>creates</b> [1] 11/25 <b>creating</b> [1] 55/16 <b>creative</b> [5] 12/1 57/3 60/18 60/25 99/6 <b>creator</b> [2] 47/23 55/13 <b>creators</b> [1] 58/19 <b>criteria</b> [2] 80/8 80/12 <b>critical</b> [3] 8/16 116/24 117/12 <b>criticism</b> [1] 78/3 <b>Crocker</b> [16] 14/4 25/6 25/24 38/10 45/7 45/19 46/14 82/13 84/4 84/12 86/8 93/25 96/16 104/21 131/16 136/22 <b>Crocker's</b> [2] 13/11 85/3 <b>cronies</b> [1] 77/23 <b>Crosby's</b> [2] 5/7 6/10 <b>crushed</b> [1] 19/6 <b>crushing</b> [1] 47/20 <b>Crystal</b> [4] 9/25 20/15 35/5 58/18 <b>currency</b> [1] 10/13 <b>current</b> [9] 40/19 48/12 61/16 94/9 94/12 102/21 109/16 115/25 118/9 <b>currently</b> [4] 7/19 14/5 106/13 118/1 <b>cursor</b> [1] 86/24 <b>cut</b> [2] 22/10 43/24 <b>cutting</b> [1] 8/5	<b>data</b> [6] 26/19 107/3 108/25 118/12 129/7 129/9 <b>date</b> [9] 13/22 29/24 32/11 33/9 36/21 37/8 71/8 110/9 127/5 <b>DATED</b> [1] 138/15 <b>dates</b> [2] 29/11 37/9 <b>DAVE</b> [1] 2/8 <b>Davis</b> [1] 27/3 <b>day</b> [18] 23/2 24/22 43/21 45/10 69/20 69/20 69/22 69/22 73/9 103/22 103/22 111/3 111/3 121/11 125/4 136/15 136/16 138/15 <b>days</b> [1] 19/7 <b>deadlines</b> [1] 48/4 <b>deal</b> [4] 64/7 73/1 98/22 111/3 <b>dealing</b> [1] 133/23 <b>dealt</b> [1] 98/18 <b>December</b> [5] 35/21 88/24 102/22 102/25 130/23 <b>December 31st</b> [2] 102/22 102/25 <b>December's</b> [1] 35/18 <b>decide</b> [6] 60/3 71/12 73/9 75/16 113/24 117/5 <b>decider</b> [1] 72/21 <b>decides</b> [2] 88/19 117/1 <b>decimated</b> [1] 15/4 <b>decision</b> [15] 6/18 40/4 76/13 80/11 80/13 80/19 89/24 90/5 90/8 90/9 103/9 106/7 106/10 111/6 125/22 <b>decision-making</b> [1] 89/24 <b>decisions</b> [6] 14/19 74/13 89/21 90/12 100/10 112/14 <b>deck</b> [1] 112/3 <b>declined</b> [1] 85/21 <b>decreased</b> [1] 99/25 <b>decrementing</b> [1] 115/16 <b>dedicated</b> [1] 88/23 <b>deduce</b> [1] 99/22 <b>deeply</b> [2] 33/2 37/4 <b>deficiencies</b> [2] 10/22 40/8 <b>defines</b> [1] 11/23 <b>definitely</b> [1] 124/7 <b>degrees</b> [1] 87/1 <b>delay</b> [1] 16/16 <b>delayed</b> [1] 16/10 <b>delegated</b> [2] 74/25 80/13 <b>delighted</b> [1] 34/3 <b>deliver</b> [2] 11/21 42/5 <b>delivering</b> [1] 121/16 <b>delusional</b> [1] 23/22 <b>demand</b> [1] 134/5 <b>demonstrate</b> [1] 49/24 <b>DENT</b> [4] 2/5 4/23 45/2
----------	---	---	--	---

**D**  
**DENT...** [1] 65/14  
**Dent's** [1] 53/24  
**departed** [1] 68/17  
**department** [23] 12/9  
 26/6 26/22 31/18 32/5  
 35/19 36/13 38/18  
 45/14 72/5 93/24 94/16  
 98/19 99/2 106/7  
 106/14 107/12 108/6  
 108/12 118/5 120/14  
 136/2 136/18  
**departments** [1] 34/9  
**departure** [1] 71/7  
**depending** [1] 88/18  
**depreciation** [1] 12/10  
**deputy** [1] 77/4  
**derived** [1] 13/2  
**describes** [1] 88/10  
**description** [4] 80/1  
 80/7 81/3 109/25  
**designate** [1] 92/1  
**desire** [1] 91/16  
**desires** [1] 87/3  
**desperately** [1] 112/8  
**destination** [1] 11/3  
**destination-themed** [1]  
 11/3  
**detail** [3] 26/15 126/23  
 128/22  
**detailed** [1] 40/2  
**details** [3] 115/7 115/9  
 117/20  
**deter** [1] 113/5  
**determined** [1] 32/1  
**deterred** [1] 114/22  
**detering** [1] 114/23  
**detriment** [2] 8/9  
 133/19  
**devastating** [1] 7/1  
**develop** [1] 47/25  
**developing** [1] 48/2  
**devote** [1] 111/8  
**Diamond** [2] 23/24  
 134/22  
**dictate** [1] 54/11  
**did** [24] 26/16 27/15  
 28/23 39/6 50/10 50/13  
 50/18 52/19 67/21 71/3  
 82/2 82/4 86/23 87/4  
 89/11 94/18 97/16  
 105/22 107/10 112/9  
 121/9 126/18 134/24  
 134/25  
**didn't** [15] 15/20 21/25  
 28/17 28/20 66/2 67/22  
 71/21 84/22 112/11  
 118/21 119/5 128/14  
 130/2 134/9 136/11  
**difference** [1] 69/17  
**different** [19] 8/25 47/4  
 50/23 55/5 57/18 57/21  
 57/23 72/12 74/10  
 75/11 75/20 85/8 89/14  
 91/14 91/15 104/15  
 112/13 117/17 132/22  
**differential** [1] 109/8  
**differently** [1] 74/1

**difficult** [5] 18/6 18/13  
 47/18 57/4 109/18  
**difficulties** [1] 115/17  
**difficulty** [1] 59/22  
**digging** [1] 99/19  
**dinner** [2] 11/12 27/12  
**direct** [6] 47/1 70/4  
 77/18 78/16 78/16  
 122/8  
**direct-report** [1] 78/16  
**directed** [2] 105/7  
 133/16  
**directing** [2] 103/15  
 112/12  
**direction** [16] 20/6  
 36/6 36/15 39/10 77/23  
 78/4 82/15 87/21 88/12  
 91/17 91/18 102/2  
 102/17 104/21 112/9  
 126/12  
**directions** [1] 112/13  
**directive** [1] 5/24  
**directly** [2] 35/11 71/20  
**director** [47] 15/9 26/6  
 26/7 26/13 27/13 27/14  
 29/18 33/14 47/12  
 50/13 56/3 58/24 69/5  
 69/6 75/13 75/16 75/25  
 76/6 76/7 82/23 83/17  
 86/21 88/8 88/12 92/25  
 95/1 95/9 95/12 105/3  
 105/8 106/12 106/15  
 106/17 106/21 106/22  
 107/1 107/13 107/16  
 107/20 108/1 108/7  
 108/9 108/16 111/15  
 111/20 116/3 130/15  
**disadvantaged** [1]  
 113/24  
**disagree** [5] 24/2 70/9  
 73/12 79/2 113/15  
**disappeared** [2] 76/25  
 131/2  
**disappears** [1] 68/14  
**disappointing** [3]  
 42/18 76/14 85/6  
**disclosed** [1] 33/15  
**disclosure** [2] 91/7  
 120/24  
**disconnect** [3] 6/6  
 43/8 52/4  
**disconnection** [2]  
 55/19 55/25  
**discourage** [1] 114/3  
**discovered** [1] 35/9  
**discuss** [11] 6/4 67/13  
 90/1 98/14 105/1  
 105/23 106/1 106/3  
 119/11 119/20 129/24  
**discussed** [6] 32/16  
 35/14 59/5 85/18  
 120/24 121/23  
**discussing** [1] 41/15  
**discussion** [24] 5/9  
 14/21 66/3 66/24 70/24  
 81/17 82/19 88/5 96/13  
 96/21 98/4 101/15  
 102/16 104/19 118/15  
 123/3 123/20 123/24

124/12 124/13 125/8  
 127/17 129/21 130/14  
**discussions** [2] 33/13  
 127/12  
**dish** [1] 78/3  
**dissertation** [2] 22/9  
 37/6  
**distinguish** [1] 35/2  
**distressed** [1] 16/9  
**district** [36] 1/3 2/13  
 11/15 11/16 12/18  
 15/13 47/14 49/25 51/8  
 53/13 54/10 54/19  
 55/14 55/20 60/20  
 67/14 68/10 68/11  
 78/10 83/9 84/13 89/22  
 97/16 105/15 106/22  
 111/4 114/7 117/2  
 117/25 119/12 119/15  
 119/21 119/23 127/4  
 127/12 133/18  
**District's** [3] 48/10  
 49/3 51/4  
**districts** [2] 56/12  
 68/13  
**disturbed** [1] 41/25  
**disturbing** [8] 33/2  
 33/10 37/4 77/10 77/24  
 84/10 85/1 112/21  
**division** [1] 72/5  
**divvied** [1] 41/10  
**do** [112] 6/18 7/4 8/12  
 9/16 19/1 19/1 20/19  
 21/20 21/22 24/4 26/12  
 28/22 29/21 31/8 35/5  
 36/2 37/12 38/3 39/14  
 39/15 41/18 43/14  
 43/18 45/2 46/17 47/2  
 52/15 52/20 53/13  
 53/19 55/2 55/3 56/2  
 56/3 56/3 56/18 57/4  
 58/5 59/13 60/3 60/13  
 61/6 61/7 61/9 61/10  
 61/12 61/15 61/16 62/2  
 66/5 66/8 69/1 69/25  
 71/13 72/9 74/4 76/8  
 78/9 78/24 81/9 86/10  
 86/18 87/24 87/25  
 88/19 90/21 92/10  
 92/17 93/5 93/15 93/21  
 94/11 95/1 95/7 97/9  
 100/18 101/1 101/2  
 101/7 102/1 102/4  
 102/22 102/23 102/25  
 104/21 104/22 106/23  
 107/3 107/22 109/12  
 111/2 114/9 115/10  
 117/8 118/4 122/14  
 122/16 122/20 124/5  
 126/11 127/5 127/18  
 129/11 129/25 131/4  
 132/16 133/10 134/16  
 134/19 134/20 134/24  
 138/4  
**Dobler** [2] 12/3 135/9  
**doctor's** [1] 15/18  
**document** [2] 119/10  
 119/16  
**does** [35] 6/20 10/14

17/16 21/13 21/14 51/4  
 51/5 54/11 54/17 55/20  
 56/4 62/2 69/21 73/18  
 73/19 73/21 73/22  
 73/24 73/25 74/2 75/7  
 78/8 80/3 80/8 81/6  
 81/8 94/23 94/25 95/17  
 95/25 97/21 100/17  
 104/11 105/12 110/12  
**doesn't** [8] 31/1 46/4  
 50/5 79/9 79/11 86/13  
 112/5 136/17  
**dog** [1] 124/9  
**doing** [25] 17/12 18/24  
 22/7 24/7 24/8 35/9  
 35/16 39/19 41/24  
 42/12 45/15 50/23  
 52/13 54/24 57/22  
 59/11 60/24 64/10  
 90/14 99/18 103/18  
 104/1 113/10 113/20  
 117/4  
**dollar** [2] 101/9 101/19  
**dollars** [4] 23/12 44/17  
 51/16 64/11  
**don't** [71] 11/13 21/23  
 22/24 25/18 29/13  
 30/24 30/25 33/9 34/12  
 38/2 40/20 45/6 45/11  
 49/2 53/25 54/10 54/18  
 57/6 57/8 57/14 58/5  
 58/14 62/21 63/4 63/9  
 65/5 69/16 70/9 70/14  
 70/17 70/18 70/25  
 71/11 71/12 71/13 72/3  
 72/18 72/20 73/4 74/12  
 75/16 75/17 77/22  
 78/22 80/15 87/7 90/19  
 90/25 93/9 93/24 100/5  
 107/17 110/21 111/4  
 113/13 113/23 114/2  
 116/7 117/16 117/19  
 117/21 124/12 124/22  
 127/7 127/15 127/20  
 130/16 131/14 132/19  
 136/4 136/13  
**done** [25] 19/11 32/12  
 33/25 35/23 48/6 53/2  
 59/21 70/11 72/2 72/14  
 89/23 89/24 92/4 92/17  
 98/24 110/20 110/21  
 110/22 111/25 117/11  
 124/3 125/18 130/10  
 134/24 135/23  
**down** [14] 5/23 7/3  
 10/6 16/3 17/23 19/18  
 20/4 21/17 24/21 43/17  
 75/18 91/22 128/15  
 131/16  
**dozens** [1] 19/8  
**draconian** [1] 55/21  
**draft** [4] 12/5 12/17  
 36/22 78/11  
**drafted** [1] 81/11  
**drain** [2] 12/20 55/9  
**driven** [1] 47/3  
**due** [8] 8/13 8/24 20/13  
 27/20 34/15 62/11  
 98/23 98/24

**Dunbar** [1] 28/3  
**during** [5] 12/22 82/16  
 93/24 97/14 105/6  
**duties** [3] 37/3 97/18  
 117/8  
**E**  
**each** [3] 37/8 56/24  
 87/20  
**earlier** [4] 18/3 32/9  
 59/5 62/13  
**earliest** [1] 88/24  
**early** [2] 15/18 36/22  
**earnings** [1] 12/18  
**easily** [2] 8/20 71/5  
**easy** [1] 21/5  
**echo** [1] 17/23  
**economic** [1] 8/25  
**edited** [1] 71/19  
**education** [1] 87/1  
**effective** [2] 103/22  
 125/13  
**effectively** [1] 68/23  
**effects** [1] 9/2  
**effluent** [1] 24/19  
**effort** [4] 19/22 20/24  
 34/25 58/24  
**eight** [2] 35/19 84/13  
**either** [7] 7/14 71/16  
 73/1 86/3 94/14 95/11  
 110/11  
**elaborate** [1] 48/17  
**election** [1] 126/2  
**eliminate** [2] 74/6  
 74/15  
**eliminating** [2] 74/11  
 95/13  
**else** [11] 24/4 35/12  
 59/21 60/24 63/11 73/5  
 75/22 84/18 94/1  
 104/11 124/17  
**email** [1] 5/21  
**emergency** [1] 20/13  
**employee** [5] 29/19  
 68/3 78/18 94/12 94/12  
**employees** [4] 21/3  
 80/24 80/25 107/3  
**employer** [2] 113/20  
 115/2  
**employers** [1] 91/2  
**encourage** [1] 34/8  
**encouraging** [1] 34/23  
**end** [14] 6/10 6/11 6/12  
 6/13 12/19 19/12 27/1  
 48/10 52/18 73/9 84/21  
 88/24 121/11 130/16  
**ended** [2] 89/13 137/8  
**ends** [2] 13/12 43/21  
**enforce** [1] 51/8  
**enforcement** [1] 55/18  
**enforcing** [3] 47/13  
 48/18 50/1  
**engage** [1] 15/3  
**engagement** [1] 27/5  
**enough** [5] 5/19 15/7  
 15/19 99/5 121/4  
**ensure** [2] 48/9 113/1  
**entering** [1] 40/21  
**enterprises** [1] 133/18

<b>E</b>	<b>exceed [1]</b> 11/22 <b>exceeds [1]</b> 102/25 <b>Excel [1]</b> 40/15 <b>excellent [2]</b> 34/17 112/1 <b>except [2]</b> 14/14 78/13 <b>excess [2]</b> 133/23 135/2 <b>exclusive [2]</b> 11/17 11/18 <b>excuse [1]</b> 17/3 <b>excuses [1]</b> 23/3 <b>executive [3]</b> 89/22 106/7 108/23 <b>existing [10]</b> 15/2 50/22 59/11 59/18 60/13 60/19 73/24 80/13 98/22 112/20 <b>exists [2]</b> 10/12 74/23 <b>exit [1]</b> 20/13 <b>exiting [1]</b> 16/18 <b>exorbitant [1]</b> 8/13 <b>expand [1]</b> 39/6 <b>expanding [1]</b> 14/22 <b>expect [1]</b> 88/2 <b>expectation [1]</b> 6/25 <b>expectations [1]</b> 11/22 <b>expected [2]</b> 57/7 131/7 <b>expecting [1]</b> 30/21 <b>expenditures [5]</b> 27/25 28/1 37/3 39/3 122/11 <b>expense [2]</b> 34/22 133/22 <b>expensed [1]</b> 8/20 <b>expenses [9]</b> 13/3 13/22 18/3 18/8 34/19 120/13 120/14 134/1 134/12 <b>expensive [2]</b> 49/24 49/25 <b>experience [6]</b> 11/23 15/12 87/1 112/23 114/16 114/18 <b>experiences [1]</b> 10/18 <b>expert [1]</b> 23/8 <b>Expiration [1]</b> 135/8 <b>expires [2]</b> 51/14 102/21 <b>explain [3]</b> 26/14 32/24 41/1 <b>explore [1]</b> 58/9 <b>express [2]</b> 7/22 121/20 <b>expressed [3]</b> 86/3 111/14 121/22 <b>expressing [1]</b> 115/20 <b>extend [3]</b> 88/1 119/13 119/21 <b>extended [1]</b> 97/15 <b>extension [1]</b> 53/8 <b>extensive [1]</b> 86/24 <b>external [5]</b> 44/22 44/23 65/6 113/12 118/21 <b>externally [1]</b> 112/19 <b>extra [4]</b> 111/4 134/3 134/3 135/1 <b>extremely [4]</b> 41/25	42/4 76/13 84/11 <b>eye [1]</b> 98/5	<b>F</b> <b>face [1]</b> 78/6 <b>Facebook [1]</b> 16/7 <b>facilitate [2]</b> 53/15 55/25 <b>facilities [11]</b> 14/13 23/7 24/2 44/10 44/13 44/16 52/22 54/8 135/21 135/24 136/18 <b>facility [5]</b> 49/18 55/13 58/3 68/14 135/24 <b>facility's [2]</b> 12/9 136/2 <b>fact [8]</b> 14/9 23/14 30/4 31/9 57/9 89/11 95/4 95/24 <b>factored [1]</b> 24/3 <b>factual [1]</b> 37/7 <b>fails [1]</b> 41/22 <b>fair [4]</b> 48/9 125/8 130/4 134/20 <b>fall [1]</b> 52/15 <b>falls [1]</b> 48/19 <b>false [2]</b> 13/3 42/8 <b>far [10]</b> 6/9 11/7 45/9 91/21 93/16 99/22 112/1 127/18 128/5 130/16 <b>Farr [1]</b> 27/4 <b>fashion [2]</b> 120/12 122/17 <b>fat [3]</b> 47/8 55/13 64/7 <b>favor [10]</b> 30/11 67/2 81/19 96/23 98/5 103/8 104/12 104/14 118/25 123/6 <b>fear [1]</b> 94/3 <b>feasible [5]</b> 13/14 13/15 39/15 39/19 104/5 <b>feat [1]</b> 12/19 <b>federal [2]</b> 47/14 64/4 <b>fee [6]</b> 42/13 44/22 58/3 62/19 63/1 68/14 <b>feedback [9]</b> 27/16 44/25 90/6 92/22 92/25 109/13 124/8 125/9 132/25 <b>feel [8]</b> 45/19 46/14 62/25 71/4 75/22 76/4 114/9 125/12 <b>feelers [1]</b> 108/20 <b>feeling [2]</b> 109/23 110/18 <b>feels [2]</b> 115/14 122/10 <b>fees [7]</b> 18/7 49/22 50/5 63/23 68/8 122/19 134/11 <b>fellow [1]</b> 60/16 <b>felt [3]</b> 18/16 22/24 73/14 <b>fence [1]</b> 129/17 <b>Feore [10]</b> 82/23 83/17 86/21 88/8 88/12 107/16 108/1 108/7 108/9 111/15 <b>Ferris [1]</b> 23/2	<b>few [9]</b> 9/10 11/6 53/21 72/1 72/14 100/22 102/22 128/6 128/23 <b>fictitious [2]</b> 41/7 42/17 <b>figure [7]</b> 7/3 7/11 8/3 78/24 87/25 99/3 128/1 <b>file [1]</b> 38/7 <b>filed [1]</b> 105/13 <b>filing [1]</b> 22/21 <b>fill [11]</b> 60/5 78/15 85/4 85/7 95/10 108/5 108/11 110/7 112/25 114/21 118/10 <b>filled [1]</b> 77/16 <b>filling [3]</b> 114/14 117/12 117/16 <b>final [12]</b> 3/19 7/4 10/6 26/17 70/15 71/1 72/21 73/6 89/5 132/7 132/8 137/3 <b>finalize [1]</b> 27/4 <b>finally [4]</b> 16/14 19/7 34/3 63/12 <b>finance [34]</b> 26/6 26/6 26/7 27/13 27/14 29/6 29/18 31/18 32/4 35/14 45/13 69/5 85/10 98/19 99/2 99/16 100/19 105/3 105/8 106/7 106/9 106/12 106/14 106/16 106/21 106/21 107/1 107/12 108/6 108/12 108/17 111/20 112/10 116/3 <b>finances [3]</b> 10/18 22/12 24/13 <b>financial [13]</b> 6/21 7/1 10/10 10/16 20/25 26/13 34/5 38/16 40/14 46/5 78/6 110/19 120/4 <b>financials [4]</b> 12/17 20/19 26/11 45/16 <b>find [24]</b> 18/13 19/11 20/21 23/1 33/1 33/10 60/21 62/14 65/22 76/13 77/10 77/11 84/9 85/1 85/5 85/10 110/11 111/12 111/24 112/15 112/21 113/12 114/7 119/17 <b>finding [2]</b> 19/23 44/17 <b>findings [2]</b> 110/24 110/24 <b>fine [5]</b> 12/24 70/13 90/7 117/1 117/6 <b>finer [1]</b> 50/5 <b>finish [1]</b> 110/13 <b>finishing [2]</b> 10/11 101/12 <b>fire [3]</b> 16/22 127/3 127/7 <b>firing [1]</b> 100/5 <b>firm [2]</b> 32/10 110/12 <b>firms [1]</b> 87/6 <b>first [16]</b> 11/10 37/21 53/7 69/7 70/12 79/25 86/16 98/18 99/1 100/3 105/13 115/3 124/6	125/12 127/22 132/10 <b>fiscal [2]</b> 12/6 13/23 <b>fiscal year [1]</b> 13/23 <b>five [11]</b> 4/24 16/16 17/6 24/5 43/2 49/4 51/12 56/25 63/3 63/4 136/9 <b>five or [2]</b> 51/12 136/9 <b>five years [1]</b> 63/3 <b>five-minute [1]</b> 16/16 <b>five-percent [1]</b> 56/25 <b>Five-year [1]</b> 24/5 <b>fix [2]</b> 21/11 22/3 <b>fixing [1]</b> 71/10 <b>flag [2]</b> 49/21 117/23 <b>flip [1]</b> 91/22 <b>floor [3]</b> 55/9 70/7 106/2 <b>floor's [2]</b> 46/24 98/16 <b>focus [1]</b> 60/22 <b>focused [1]</b> 65/2 <b>folder [2]</b> 87/19 91/23 <b>folks [4]</b> 83/21 108/21 108/23 118/3 <b>follow [7]</b> 29/5 35/15 80/22 91/20 94/19 105/9 105/14 <b>follow-up [4]</b> 29/5 94/19 105/9 105/14 <b>followed [3]</b> 11/6 30/12 31/5 <b>following [2]</b> 88/2 107/8 <b>follows [1]</b> 91/12 <b>food [32]</b> 3/8 8/6 10/1 10/23 11/21 13/11 21/24 22/21 23/9 38/6 38/8 38/22 39/3 40/1 41/3 41/8 41/14 42/14 42/19 42/25 43/1 43/16 43/21 110/24 134/22 135/11 135/13 135/15 136/5 136/13 136/20 136/20 <b>foot [1]</b> 130/24 <b>force [1]</b> 8/4 <b>forcing [1]</b> 24/8 <b>foregoing [1]</b> 138/11 <b>forensic [2]</b> 21/10 22/24 <b>foreseeable [1]</b> 60/7 <b>forget [1]</b> 20/21 <b>form [2]</b> 75/8 107/24 <b>forma [1]</b> 65/9 <b>formally [1]</b> 105/25 <b>format [3]</b> 123/25 125/20 126/5 <b>former [2]</b> 29/15 36/19 <b>formerly [1]</b> 119/8 <b>forth [3]</b> 26/11 38/25 97/19 <b>fortunate [1]</b> 14/4 <b>Fortunately [1]</b> 24/21 <b>forum [3]</b> 125/5 126/2 126/9 <b>forums [1]</b> 126/6 <b>forward [15]</b> 19/2 19/3 19/12 19/23 21/11 39/24 61/5 64/24 65/5
----------	--	---	---	---	--

<b>F</b>	69/23 71/21 72/8 73/2 74/14 75/1 75/7 76/1 76/2 76/14 76/20 76/22 76/23 77/2 77/4 77/4 77/7 77/9 77/20 77/23 78/15 78/19 79/6 79/11 79/14 79/16 79/24 80/14 80/17 80/25 81/4 82/10 82/11 82/12 82/13 82/14 82/15 83/8 83/18 83/22 84/12 84/16 84/21 85/3 85/17 85/24 86/1 86/8 86/10 86/12 87/10 88/10 88/17 95/6 96/5 96/16 97/13 97/16 98/15 98/22 99/4 99/7 99/17 99/24 100/9 100/12 101/8 101/10 101/20 102/1 103/15 103/24 104/5 104/20 106/3 111/17 115/19 119/12 119/14 119/23 120/25 121/2 121/11 122/4 123/13 124/3 124/13 124/16 124/20 125/1 125/7 126/15 128/21	61/24 62/14 62/21 62/21 72/10 74/11 77/22 91/17 91/22 92/5 92/13 92/13 92/21 95/8 102/23 106/10 107/10 107/20 107/22 110/17 111/9 113/2 118/2 124/8 128/22 130/20 131/15 135/10	117/2 118/21 123/16 131/16 132/10 132/17 <b>gotta [2]</b> 21/22 22/8 <b>gotten [4]</b> 19/19 20/22 20/23 63/13 <b>governance [5]</b> 68/20 69/2 70/5 70/10 77/11 <b>government [2]</b> 29/6 75/8 <b>governmental [2]</b> 65/16 65/16 <b>grade [1]</b> 86/14 <b>grand [2]</b> 34/18 57/13 <b>grease [33]</b> 3/8 5/12 5/25 7/8 7/23 8/14 8/15 9/1 18/18 19/25 20/1 46/20 46/22 47/1 47/8 47/23 50/4 51/5 51/6 55/4 55/8 55/12 55/13 55/15 56/6 58/19 60/10 62/23 64/7 133/23 134/3 134/23 135/2 <b>great [8]</b> 72/9 94/6 126/23 131/10 131/10 132/1 132/25 137/2 <b>greater [1]</b> 114/17 <b>Griffith [4]</b> 106/13 111/25 113/23 115/14 <b>Grill [2]</b> 11/1 135/14 <b>Grille [4]</b> 39/12 42/10 134/21 135/17 <b>ground [2]</b> 62/23 130/21 <b>group [8]</b> 57/21 58/11 58/12 58/20 60/22 61/12 135/16 135/19 <b>grouping [1]</b> 89/5 <b>groups [1]</b> 136/3 <b>Grove [2]</b> 135/22 136/1 <b>grumpy [1]</b> 134/17 <b>guarantee [1]</b> 32/13 <b>guess [5]</b> 48/18 48/20 86/17 87/9 107/19 <b>guest [1]</b> 10/13 <b>guests [3]</b> 7/13 7/14 11/11 <b>guidelines [1]</b> 64/3 <b>guilty [1]</b> 134/10 <b>guy [2]</b> 21/24 21/25 <b>guys [6]</b> 16/5 20/10 66/10 97/9 136/7 136/18	131/20 134/9 135/7 136/4 <b>hadn't [2]</b> 19/17 89/7 <b>half [4]</b> 23/16 34/4 44/17 116/10 <b>half million [1]</b> 44/17 <b>hall [7]</b> 3/15 27/8 123/18 123/19 123/21 126/8 132/11 <b>halls [1]</b> 125/12 <b>hand [3]</b> 8/22 128/9 128/15 <b>handed [2]</b> 18/21 84/23 <b>handful [1]</b> 51/15 <b>handfuls [1]</b> 64/13 <b>happen [4]</b> 54/18 56/3 61/25 115/1 <b>happened [4]</b> 16/12 53/22 106/5 131/14 <b>happening [4]</b> 21/23 133/13 133/21 133/21 <b>happens [2]</b> 49/6 69/3 <b>happy [8]</b> 17/19 28/13 52/2 52/17 87/20 95/9 124/19 125/1 <b>hard [5]</b> 6/18 13/17 54/25 65/23 132/16 <b>Harry [1]</b> 7/18 <b>has [67]</b> 9/14 14/21 15/21 17/21 20/12 20/22 23/17 24/21 26/3 26/8 26/21 27/7 32/24 44/13 49/7 53/22 54/19 55/11 60/7 63/12 63/14 63/19 63/25 65/17 65/23 66/23 69/1 69/9 72/15 72/25 73/5 73/17 77/15 81/2 83/9 83/25 84/12 84/17 84/18 89/23 89/24 90/5 90/8 90/9 93/25 94/10 98/13 99/24 100/7 105/17 107/14 108/12 111/5 111/25 113/17 114/20 114/22 116/20 116/25 117/10 119/24 120/4 121/15 122/5 123/25 127/11 133/21 <b>hasn't [1]</b> 59/7 <b>hate [4]</b> 58/17 61/23 61/25 115/15 <b>have [253]</b> <b>haven't [4]</b> 59/21 95/19 101/22 126/22 <b>having [16]</b> 49/3 50/6 69/6 69/7 70/21 77/7 90/4 90/10 90/22 122/13 125/7 126/6 127/12 129/2 129/6 132/11 <b>he [16]</b> 18/25 19/21 21/25 42/9 71/3 77/6 118/20 118/20 121/3 121/13 121/15 122/1 122/1 122/5 122/10 136/11 <b>he'd [2]</b> 68/19 76/25 <b>he's [4]</b> 21/25 42/5 42/6 42/6
<b>forward...</b> [6] 86/4 89/8 120/20 123/24 127/24 130/18 <b>fouling [1]</b> 47/11 <b>found [11]</b> 19/9 25/25 33/13 35/18 38/9 46/23 67/16 82/17 87/11 102/18 105/4 <b>four [7]</b> 6/13 57/17 57/18 97/5 98/12 101/11 136/19 <b>four months [1]</b> 101/11 <b>fourth [1]</b> 67/19 <b>Frank [1]</b> 20/15 <b>frankly [2]</b> 41/2 85/1 <b>free [2]</b> 45/19 46/14 <b>freed [1]</b> 17/7 <b>Friday [3]</b> 27/15 27/19 94/11 <b>friendliest [1]</b> 11/16 <b>front [6]</b> 16/1 23/4 108/3 119/25 120/2 135/6 <b>fulfill [4]</b> 79/9 81/7 86/6 94/22 <b>full [11]</b> 7/21 24/16 83/10 86/1 86/10 86/19 116/21 117/6 120/8 120/24 138/11 <b>full-time [7]</b> 7/21 24/16 83/10 86/1 86/10 86/19 117/6 <b>fully [1]</b> 116/6 <b>fund [12]</b> 98/22 99/4 99/7 99/17 99/24 100/1 100/9 100/12 101/8 101/10 101/20 135/12 <b>funding [3]</b> 48/5 74/6 75/14 <b>funds [5]</b> 12/7 24/1 35/8 99/5 129/20 <b>fungible [1]</b> 35/8 <b>further [19]</b> 15/8 44/8 48/13 48/17 66/3 66/24 81/17 96/13 96/21 98/4 99/18 99/25 101/15 104/21 118/15 123/3 126/12 127/18 127/23 <b>future [5]</b> 8/21 14/18 60/8 71/13 120/7 <b>FYI [1]</b> 125/3	82/13 82/14 82/15 83/8 83/18 83/22 84/12 84/16 84/21 85/3 85/17 85/24 86/1 86/8 86/10 86/12 87/10 88/10 88/17 95/6 96/5 96/16 97/13 97/16 98/15 98/22 99/4 99/7 99/17 99/24 100/9 100/12 101/8 101/10 101/20 102/1 103/15 103/24 104/5 104/20 106/3 111/17 115/19 119/12 119/14 119/23 120/25 121/2 121/11 122/4 123/13 124/3 124/13 124/16 124/20 125/1 125/7 126/15 128/21 <b>generally [2]</b> 55/23 132/12 <b>generate [2]</b> 11/4 51/6 <b>generated [1]</b> 121/4 <b>generates [1]</b> 121/13 <b>gentleman [1]</b> 52/2 <b>get [35]</b> 7/3 7/10 8/23 16/3 17/2 18/6 19/9 22/4 23/21 26/14 27/4 29/2 34/4 37/19 44/2 47/9 50/3 50/5 52/19 53/10 58/10 58/11 79/10 84/22 108/4 109/17 110/14 111/8 111/10 112/6 117/11 117/21 124/8 130/23 136/7 <b>gets [1]</b> 34/5 <b>getting [11]</b> 6/24 7/9 16/20 57/12 93/20 98/19 99/17 101/13 108/15 126/3 136/9 <b>give [10]</b> 19/20 34/15 36/25 43/22 45/7 67/25 69/21 88/12 92/22 106/2 <b>given [14]</b> 20/6 22/18 36/19 61/18 78/5 84/17 85/22 91/15 100/21 101/10 103/17 107/25 113/22 127/7 <b>giving [4]</b> 20/14 53/21 92/25 121/8 <b>glass [1]</b> 42/23 <b>GM [18]</b> 9/12 14/19 14/25 15/10 15/11 15/13 36/19 36/23 45/7 70/17 71/3 71/6 93/25 94/17 115/25 117/18 119/16 124/13 <b>go [34]</b> 32/23 39/11 41/11 50/24 51/14 59/1	61/24 62/14 62/21 62/21 72/10 74/11 77/22 91/17 91/22 92/5 92/13 92/13 92/21 95/8 102/23 106/10 107/10 107/20 107/22 110/17 111/9 113/2 118/2 124/8 128/22 130/20 131/15 135/10 <b>goal [2]</b> 10/18 18/12 <b>goals [1]</b> 18/10 <b>goes [2]</b> 49/7 128/5 <b>going [92]</b> 4/24 6/17 7/2 7/4 7/6 7/12 10/5 15/20 15/22 17/16 20/3 20/5 20/16 20/18 21/5 22/3 22/4 23/21 23/21 25/12 28/24 29/3 30/19 36/8 38/14 43/17 48/25 51/14 51/17 59/1 59/19 59/24 60/1 60/2 60/3 60/4 60/4 60/5 62/21 63/12 63/22 66/11 66/12 68/22 69/6 74/8 76/22 80/11 80/17 80/18 82/21 84/2 84/3 84/6 86/20 90/23 93/6 93/13 94/3 95/3 95/11 96/3 99/6 99/7 102/11 103/6 104/14 106/2 108/2 108/4 108/10 112/19 113/5 113/14 113/21 114/5 114/13 114/25 115/9 115/10 118/4 121/24 121/25 125/15 125/17 126/25 127/2 130/20 130/20 132/15 132/20 133/10 <b>Golden [1]</b> 28/4 <b>golf [17]</b> 14/1 21/25 23/17 27/11 27/23 39/13 42/10 42/12 75/13 75/16 135/14 135/14 135/18 136/5 136/14 136/17 136/20 <b>golfers [2]</b> 42/13 135/18 <b>gone [4]</b> 21/25 22/7 22/9 113/17 <b>good [31]</b> 6/20 7/18 9/23 12/2 14/7 21/3 22/16 24/22 41/20 52/4 52/8 52/20 57/1 60/22 61/3 61/5 64/18 68/20 69/2 70/4 70/10 93/6 97/9 100/8 101/6 116/11 126/5 129/23 132/11 132/23 133/6 <b>good year [1]</b> 57/1 <b>goods [4]</b> 10/24 38/16 38/25 41/6 <b>got [32]</b> 6/14 16/14 19/20 21/4 21/20 35/4 52/12 56/17 56/23 56/25 57/5 60/17 61/12 67/20 79/16 85/2 85/3 85/9 87/18 95/21 108/20 110/22 110/23 110/24 111/1 111/8	131/20 134/9 135/7 136/4 <b>had [55]</b> 9/10 11/11 12/18 15/17 16/15 19/5 20/1 22/3 26/10 28/18 28/19 29/11 29/16 32/12 33/3 35/18 59/14 64/10 71/23 76/12 76/12 77/1 82/4 82/23 83/17 83/20 84/2 84/15 84/24 85/16 85/18 86/3 86/4 89/2 89/6 95/19 97/15 97/16 100/1 101/8 106/14 106/19 107/9 108/3 108/6 112/23 116/6 120/6 121/6 128/8 128/22	
<b>G</b>				
<b>gaining [1]</b> 60/23 <b>gala [1]</b> 28/6 <b>game [2]</b> 89/10 93/23 <b>gap [1]</b> 99/4 <b>garbage [2]</b> 24/9 24/10 <b>gave [3]</b> 32/25 37/24 131/8 <b>general [113]</b> 1/3 3/7 3/12 3/14 9/18 25/13 25/21 25/22 25/24 29/15 32/9 34/16 38/10 58/2 67/11 68/2 68/11 68/16 68/18 69/15				

<b>H</b>	<b>hiring</b> [11] 9/12 14/23 70/22 74/13 75/12 78/19 85/25 89/22 90/5 90/7 90/9	<b>I</b>	64/23 72/13 114/7 135/10	<b>input</b> [7] 71/14 77/1 77/8 77/18 124/18 125/21 131/10
<b>head</b> [1] 8/1	<b>his</b> [12] 41/1 42/2 68/19 69/6 76/23 77/3 77/5 121/5 121/12 121/14 122/3 122/11	<b>I'd</b> [13] 4/5 10/6 22/11 22/12 22/20 26/2 28/13 37/23 61/25 70/12 101/11 115/13 125/13	<b>impossible</b> [6] 23/6 23/8 23/11 23/13 23/15 130/17	<b>inscience</b> [1] 7/11
<b>heads</b> [3] 20/14 72/5 72/6	<b>history</b> [1] 79/15	<b>I'll</b> [27] 6/7 19/14 19/24 21/6 61/6 62/17 64/1 78/3 78/4 79/13 81/10 81/15 81/18 96/19 98/2 113/15 118/17 118/24 121/12 121/14 122/7 122/23 123/5 125/2 131/15 131/15 131/25 92/16	<b>impression</b> [1] 42/9	<b>inside</b> [2] 57/14 115/10
<b>heads-up</b> [1] 20/14	<b>hit</b> [5] 7/13 18/15 18/17 40/16 57/12	<b>I'm</b> [76] 5/15 6/17 7/2 7/4 7/4 7/18 9/20 9/20 9/24 10/1 12/1 16/4 17/10 18/24 19/22 31/17 32/6 34/2 39/13 40/25 41/25 46/7 46/8 46/10 47/12 48/14 48/20 53/23 59/1 60/3 60/4 65/20 67/18 69/8 70/13 72/22 74/8 75/24 81/25 89/15 91/18 92/3 92/16 95/3 95/7 96/5 96/6 103/8 106/2 106/25 107/8 107/25 108/2 108/14 111/21 112/16 115/20 115/23 116/13 116/22 116/24 117/1 121/6 121/18 124/2 124/19 125/1 127/4 127/8 128/10 130/12 131/6 132/13 133/10 134/2 134/17	<b>improve</b> [1] 52/7	<b>inspection</b> [4] 3/10 3/11 66/15 66/15
<b>hear</b> [2] 7/24 63/9	<b>hold</b> [7] 54/19 56/17 61/23 92/3 92/3 92/16 92/16	<b>inc</b> [76] 5/15 6/17 7/2 7/4 7/4 7/18 9/20 9/20 9/24 10/1 12/1 16/4 17/10 18/24 19/22 31/17 32/6 34/2 39/13 40/25 41/25 46/7 46/8 46/10 47/12 48/14 48/20 53/23 59/1 60/3 60/4 65/20 67/18 69/8 70/13 72/22 74/8 75/24 81/25 89/15 91/18 92/3 92/16 95/3 95/7 96/5 96/6 103/8 106/2 106/25 107/8 107/25 108/2 108/14 111/21 112/16 115/20 115/23 116/13 116/22 116/24 117/1 121/6 121/18 124/2 124/19 125/1 127/4 127/8 128/10 130/12 131/6 132/13 133/10 134/2 134/17	<b>improvement</b> [6] 1/3 8/19 68/11 90/7 119/15 119/23	<b>inspector</b> [1] 18/24
<b>heard</b> [12] 7/23 7/25 18/3 58/1 69/12 81/25 84/14 84/14 101/23 106/8 114/23 125/8	<b>holding</b> [1] 54/21	<b>inclined</b> [3] 53/6 93/13 115/15	<b>install</b> [3] 50/17 56/6 59/20	<b>install</b> [2] 8/14 8/15
<b>heard of</b> [1] 114/23	<b>hole</b> [2] 44/18 101/20	<b>include</b> [7] 14/22 37/10 40/1 50/5 55/18 57/14 73/25	<b>installation</b> [2] 8/14 8/15	<b>installing</b> [1] 55/12
<b>hearing</b> [4] 1/9 48/25 130/9 133/22	<b>Homan</b> [1] 23/19	<b>included</b> [3] 13/4 34/21 127/6	<b>instances</b> [1] 72/15	<b>instead</b> [2] 38/13 71/4
<b>heck</b> [1] 22/22	<b>home</b> [1] 128/20	<b>including</b> [3] 12/10 13/1 15/25	<b>insurance</b> [1] 34/20	<b>intake</b> [1] 70/23
<b>HEIDI</b> [2] 2/13 22/18	<b>honest</b> [1] 126/22	<b>inclusive</b> [1] 138/14	<b>integration</b> [2] 98/20 99/12	<b>intending</b> [1] 30/17
<b>Held</b> [1] 1/13	<b>honestly</b> [1] 90/25	<b>incompetent</b> [1] 79/15	<b>intention</b> [1] 76/23	<b>intent</b> [13] 47/22 48/1 48/1 48/8 48/24 52/25 53/1 53/9 55/23 56/18 61/21 96/9 96/10
<b>Hello</b> [1] 17/18	<b>honor</b> [1] 4/25	<b>inconsistent</b> [1] 72/4	<b>interaction</b> [1] 26/3	<b>intercepter</b> [2] 56/7 62/24
<b>help</b> [16] 21/11 22/1 29/19 46/5 48/18 53/15 104/8 104/9 106/8 106/11 107/2 108/11 108/24 112/6 114/21 118/3	<b>hope</b> [4] 9/7 19/11 23/5 50/8	<b>incorporated</b> [1] 39/4	<b>interceptors</b> [3] 51/5 55/4 55/15	<b>interceptor</b> [8] 3/8 18/18 19/25 20/2 46/20 46/22 47/1 60/10
<b>helpful</b> [4] 26/9 34/14 94/21 104/16	<b>hopeful</b> [1] 115/23	<b>incorrect</b> [2] 46/8 46/11	<b>interest</b> [3] 86/3 124/1 132/22	<b>interested</b> [7] 87/13 87/14 113/5 114/25 115/2 132/18 132/19
<b>helps</b> [2] 55/24 117/22	<b>hopefully</b> [6] 5/13 26/25 43/11 53/5 53/10 120/19	<b>incorrectly</b> [2] 46/1 46/4	<b>interests</b> [1] 86/25	<b>interface</b> [1] 40/19
<b>her</b> [17] 5/20 13/12 15/11 22/8 22/10 22/11 22/12 22/13 28/7 28/9 86/9 94/13 106/19 106/25 128/8 128/12 128/15	<b>hoping</b> [3] 8/10 9/20 131/12	<b>increase</b> [2] 97/17 133/22	<b>interim</b> [49] 3/14 15/11 26/13 82/10 82/11 82/13 82/14 82/15 82/16 83/8 83/18 84/16 85/17 85/24 86/9 86/12 88/17 93/25 94/8 94/14 94/17 95/4 96/16 97/13 97/16 98/14 102/1 104/20 105/3 106/3 106/11 106/16 107/1 108/16 110/8 111/17 111/20 112/25 113/7 113/7 113/25 114/14 114/20 117/4 117/12 117/18 119/12 119/21 128/21	<b>internally</b> [4] 112/20 112/25 113/21 117/17
<b>here</b> [61] 4/16 4/18 4/20 4/22 5/7 5/9 5/22 6/22 6/23 6/25 9/18 10/1 10/8 17/22 18/20 19/1 20/9 21/1 21/15 22/1 22/8 23/18 29/7 34/18 40/13 41/1 42/6 42/7 56/16 61/25 62/20 64/5 65/20 69/19 72/18 72/20 75/23 75/23 77/12 82/25 83/3 84/18 85/9 85/25 96/7 106/22 107/16 110/19 111/13 112/16 114/4 114/5 114/15 119/16 121/1 121/8 126/25 129/14 131/25 133/13 135/9	<b>horse</b> [1] 70/3	<b>independently</b> [1] 51/9	<b>interpreting</b> [2] 64/1	
<b>hereby</b> [1] 138/4	<b>hot</b> [1] 132/14	<b>indicates</b> [2] 29/8 109/14		
<b>herein</b> [2] 138/9 138/10	<b>hour</b> [2] 15/25 17/2	<b>indicating</b> [1] 13/1		
<b>hesitant</b> [1] 111/5	<b>hours</b> [2] 8/6 16/14	<b>individual</b> [8] 29/18 54/9 56/23 58/6 92/24 93/5 93/12 97/17		
<b>hey</b> [2] 22/10 128/7	<b>house</b> [4] 41/16 103/23 124/10 130/14	<b>individually</b> [1] 87/17		
<b>hidden</b> [3] 31/7 62/19 62/20	<b>how</b> [42] 5/10 7/11 7/25 8/3 10/25 13/19 19/1 20/17 36/16 38/17 38/24 40/13 42/24 43/20 47/18 47/19 48/17 48/18 48/20 48/21 49/2 51/22 54/6 60/4 64/2 71/3 85/14 86/16 86/18 88/7 88/12 88/18 88/20 99/7 100/24 102/7 104/6 116/7 127/9 128/1 133/21 134/19	<b>individuals</b> [4] 83/20 85/13 90/22 90/25		
<b>high</b> [4] 11/21 12/23 12/24 112/23	<b>however</b> [6] 26/14 31/17 55/9 76/15 94/11 112/2	<b>industry</b> [1] 10/3		
<b>high-level</b> [1] 112/23	<b>HR</b> [7] 28/23 81/4 82/23 92/25 106/15 107/13 107/20	<b>inevitably</b> [1] 114/24		
<b>high-quality</b> [1] 11/21	<b>huge</b> [7] 40/12 43/8 63/1 63/23 85/2 85/3 101/14	<b>inference</b> [1] 84/8		
<b>highlight</b> [1] 43/7	<b>human</b> [2] 40/13 40/20	<b>informally</b> [1] 105/24		
<b>Highway</b> [1] 20/12	<b>hundred</b> [3] 27/1 101/9 136/15	<b>information</b> [17] 14/1 18/18 29/21 32/11 32/21 34/5 38/15 38/20 88/9 88/14 89/4 89/12 90/16 90/23 91/1 96/2 127/18		
<b>him</b> [3] 121/13 121/15 122/8	<b>hundreds</b> [2] 51/16 64/11	<b>informed</b> [5] 16/4 40/5 83/2 83/14 95/24		
<b>hire</b> [5] 72/10 73/20 73/23 80/7 109/19	<b>hungry</b> [1] 53/12	<b>infrastructure</b> [8] 8/16 47/6 47/16 48/10 50/4 52/21 54/2 133/25		
<b>hired</b> [3] 80/9 80/16 94/4	<b>hunt</b> [1] 76/19	<b>infringing</b> [1] 54/12		
<b>hires</b> [1] 70/16	<b>Hyatt</b> [8] 3/16 13/5 13/8 13/9 119/9 119/14 119/22 121/9	<b>initial</b> [3] 3/5 5/5 6/12		
		<b>initially</b> [2] 18/19 81/2		

**I**  
**interpretation...** [1] 79/5  
**interpreted** [1] 51/13  
**interrupt** [2] 87/23 128/8  
**intervene** [1] 40/14  
**interview** [3] 88/1 88/7 89/9  
**interviewed** [1] 106/19  
**interviews** [3] 88/2 88/13 88/19  
**intrusion** [1] 15/8  
**inventory** [3] 38/15 38/24 43/4  
**investigated** [1] 135/5  
**investment** [2] 12/18 57/1  
**invoices** [1] 41/9  
**involuntary** [1] 24/9  
**involve** [1] 72/9  
**involved** [4] 19/14 57/14 65/10 131/11  
**involvement** [4] 69/9 69/25 70/14 78/7  
**inwind** [1] 21/5  
**irresponsibly** [1] 10/16  
**is** [318]  
**isn't** [5] 20/4 30/11 54/4 64/17 114/25  
**isolated** [1] 76/18  
**issue** [19] 5/11 5/22 31/21 40/12 40/13 44/18 51/19 52/10 59/3 61/4 64/5 74/23 78/19 80/17 89/20 100/1 117/23 127/22 127/22  
**issues** [7] 10/4 38/23 57/19 85/16 93/15 103/18 110/22  
**it** [287]  
**it'll** [1] 36/11  
**it's** [113] 4/7 7/5 7/6 7/6 7/10 13/17 14/9 17/17 18/10 20/16 20/23 21/3 22/4 22/7 22/9 23/6 23/8 23/21 24/10 25/10 30/13 30/20 30/21 31/3 31/4 31/7 33/11 34/11 35/22 41/2 42/18 42/20 43/12 44/4 44/21 44/21 44/21 46/2 46/6 46/8 46/9 46/10 47/10 49/11 49/16 49/25 51/10 51/21 52/20 54/25 55/21 56/12 56/21 56/23 59/7 59/24 60/5 61/10 63/8 63/12 63/22 63/25 64/14 64/17 64/18 65/7 67/19 70/4 72/9 72/13 72/16 75/23 77/17 78/7 79/17 80/20 85/13 85/13 85/21 86/10 86/24 90/21 94/8 95/11 99/22 100/5 101/12 101/21 103/4 103/21 104/16 110/8

112/2 113/8 113/14 115/9 117/17 121/25 122/6 122/9 122/20 125/24 126/4 126/8 130/17 130/21 131/24 131/25 133/9 134/6 135/10 136/10 136/10  
**item** [61] 4/8 4/12 5/4 5/4 11/17 20/7 22/20 25/1 25/2 25/5 25/13 25/15 25/16 25/19 25/22 26/12 26/14 29/2 38/4 38/5 38/11 39/24 40/1 40/9 40/16 46/19 46/19 66/4 66/6 66/9 66/12 67/10 82/8 82/9 83/7 83/12 96/14 97/8 97/11 101/15 102/7 102/13 102/14 104/12 104/19 104/24 104/24 105/8 105/19 111/14 119/8 119/8 120/20 120/22 122/25 126/12 126/15 130/11 132/2 132/2 132/7  
**Item A** [1] 4/8  
**Item B** [2] 4/12 5/4  
**items** [11] 8/5 11/22 29/10 33/14 36/9 40/2 44/25 66/19 88/21 128/23 132/14  
**its** [3] 10/14 47/24 99/7  
**itself** [1] 65/3  
**IVGID** [23] 1/25 3/16 5/10 7/24 9/15 9/17 12/15 13/5 14/12 15/5 16/7 17/15 19/7 24/18 26/13 28/9 52/5 56/22 65/3 119/9 123/21 134/14 134/14  
**IVGID's** [4] 26/21 47/6 47/15 59/19

**J**  
**James** [1] 17/19  
**January** [1] 103/14  
**Jezycki** [1] 23/19  
**job** [17] 1/25 27/13 27/14 79/22 80/1 80/7 81/3 81/3 86/19 96/4 109/24 112/1 113/25 115/8 115/10 117/11 117/21  
**jobs** [1] 113/18  
**joined** [2] 76/17 84/13  
**joint** [1] 19/22  
**Jones** [1] 5/6  
**journal** [1] 46/9  
**Judy** [1] 23/18  
**juice** [2] 6/11 18/1  
**July** [3] 26/24 44/10 110/20  
**jump** [1] 10/6  
**jumped** [1] 40/10  
**June** [2] 26/24 45/17  
**June 2024** [1] 45/17  
**jurisdiction** [1] 17/17  
**Jurss** [1] 17/19  
**just** [149]

**Justin** [1] 19/16

**K**  
**Karen** [3] 13/11 84/4 96/16  
**Kate** [3] 13/17 64/16 127/11  
**Katz** [3] 22/16 68/13 133/7  
**keep** [6] 22/5 43/16 54/15 66/10 86/25 136/21  
**keeping** [2] 6/20 43/13  
**keeps** [4] 21/2 113/1 113/1 113/2  
**Kent** [1] 9/24  
**key** [2] 101/4 127/22  
**kids** [1] 131/10  
**kill** [1] 58/15  
**kind** [11] 5/19 10/4 21/19 35/22 50/9 52/14 57/5 88/10 93/13 113/9 120/14  
**Kings** [4] 16/3 16/17 17/3 17/7  
**kitchen** [3] 41/17 55/5 135/23  
**Knaak** [1] 24/16  
**knees** [1] 32/23  
**knew** [2] 63/3 100/1  
**know** [54] 14/13 18/10 22/23 23/10 23/13 26/5 30/24 30/25 49/2 49/12 56/3 56/18 60/19 61/21 63/2 64/16 69/4 73/4 75/23 80/15 84/1 84/4 84/6 84/6 84/10 85/4 85/19 86/2 86/22 87/2 89/13 93/24 101/7 101/17 103/21 107/5 108/1 111/4 113/6 116/7 117/24 121/1 124/12 125/1 127/11 127/16 129/18 130/6 131/3 131/14 132/19 134/20 136/4 136/23  
**knowing** [4] 100/23 106/6 113/2 113/7  
**knowledge** [2] 60/23 61/14  
**known** [3] 11/16 11/20 43/14  
**knows** [3] 58/4 78/2 109/1  
**Krieger** [1] 102/21

**L**  
**lack** [5] 20/23 20/24 20/24 20/25 37/2  
**laid** [2] 56/19 101/6  
**lake** [4] 9/24 11/19 59/13 127/3  
**lane** [1] 16/21  
**language** [9] 30/10 63/6 71/19 72/25 73/3 73/14 73/25 80/15 80/21  
**languishing** [1] 110/15  
**large** [3] 95/21 112/18

115/13  
**larger** [2] 68/21 101/13  
**largest** [2] 12/10 68/10  
**last** [39] 8/12 11/2 14/2 15/2 21/25 24/24 25/16 32/16 33/4 35/17 36/4 44/1 45/16 67/22 77/12 78/13 78/25 82/21 83/1 83/23 84/1 84/22 89/2 97/14 101/18 105/6 105/22 106/8 107/11 108/13 112/10 115/19 119/25 121/24 121/24 125/9 136/5 136/25 137/2  
**last year** [7] 11/2 45/16 84/22 121/24 121/24 125/9 136/5  
**Lastly** [1] 14/2  
**late** [2] 89/10 104/13  
**later** [1] 16/14  
**laterals** [1] 59/14  
**latest** [1] 23/24  
**Law** [2] 89/21 90/13  
**laying** [1] 100/17  
**layoffs** [1] 8/6  
**lead** [2] 100/13 126/18  
**leader** [1] 101/2  
**leadership** [1] 84/11  
**leads** [1] 47/10  
**lease** [10] 3/16 8/21 13/2 57/8 60/9 119/9 119/13 119/22 120/1 120/15  
**least** [8] 5/15 12/24 84/5 87/12 88/3 88/17 120/13 135/25  
**leave** [5] 8/7 14/19 69/12 117/7 124/3  
**leaves** [1] 23/24  
**leaving** [1] 101/2  
**left** [7] 9/8 15/18 21/3 21/4 70/18 70/19 76/25  
**legal** [12] 2/12 3/14 102/15 102/17 102/20 102/24 103/12 103/17 103/19 103/22 104/7 104/17  
**less** [1] 34/23  
**lesson** [1] 64/18  
**let** [8] 26/4 47/9 67/25 74/1 86/22 87/23 124/3 130/6  
**let's** [3] 58/11 58/19 100/18  
**letter** [10] 27/5 47/21 48/1 48/1 48/8 52/24 53/1 53/9 55/23 118/8  
**letters** [1] 87/18  
**level** [7] 78/22 107/21 108/23 110/9 112/23 114/10 114/12  
**license** [14] 47/24 48/19 48/23 49/7 50/21 51/13 51/21 53/25 59/6 59/8 59/23 62/22 65/18 65/22  
**licenses** [1] 134/21  
**lie** [2] 9/16 9/19

**lies** [1] 9/9  
**life** [1] 57/9  
**lifelong** [1] 57/8  
**Lifetime** [1] 28/4  
**light** [1] 134/18  
**like** [76] 4/5 6/15 6/23 6/23 10/6 11/7 14/16 18/1 18/5 18/16 20/18 22/12 22/12 22/20 24/4 24/21 26/2 29/25 31/12 36/6 36/10 36/16 37/22 37/23 45/5 45/12 55/9 58/9 60/9 61/11 62/13 62/18 62/19 62/19 62/25 63/11 65/24 70/12 70/21 71/4 73/14 75/22 76/4 78/21 82/19 85/13 85/13 88/1 89/17 91/17 93/7 93/10 95/23 96/3 100/17 100/21 100/22 104/12 106/16 107/5 109/7 109/10 109/11 109/23 114/9 115/9 115/16 119/16 120/11 122/4 124/24 125/12 125/17 129/11 135/5 136/3  
**likely** [1] 88/16  
**liking** [2] 30/21 31/3  
**limit** [3] 125/17 125/25 125/25  
**limited** [1] 115/18  
**limits** [2] 31/19 31/23  
**Linda** [1] 14/7  
**line** [4] 15/6 73/8 79/20 99/1  
**lines** [1] 50/3  
**liquid** [1] 19/5  
**list** [5] 53/14 82/22 86/24 86/25 93/9  
**listed** [2] 71/22 131/24  
**listen** [2] 9/1 22/8  
**listening** [2] 23/6 133/12  
**listing** [1] 29/16  
**little** [17] 6/5 9/8 12/23 26/4 40/25 53/11 67/25 101/2 101/3 104/13 106/9 109/10 109/18 114/8 117/17 117/25 125/16  
**Live** [1] 1/11  
**loans** [2] 99/20 99/22  
**local** [9] 8/10 24/8 29/6 62/7 63/9 63/23 64/12 133/19 134/17  
**locals** [1] 17/20  
**located** [1] 4/7  
**location** [2] 11/24 46/10  
**locations** [1] 93/9  
**Lodge** [1] 134/22  
**log** [1] 28/15  
**Lon** [1] 19/16  
**long** [21] 3/17 5/21 34/14 43/14 58/13 86/16 88/18 108/7 110/15 126/16 126/20 126/22 127/4 127/19

**L**  
**long...** [7] 128/5 128/15  
 128/18 128/24 129/4  
 130/7 130/10  
**long-term** [1] 58/13  
**long-worded** [1] 5/21  
**longer** [3] 16/3 57/25  
 99/13  
**look** [22] 12/24 34/17  
 35/24 39/17 44/3 45/18  
 46/12 53/6 59/12 61/5  
 86/24 92/6 92/23 96/3  
 101/14 103/21 104/3  
 115/16 116/1 117/2  
 124/24 131/13  
**looked** [5] 16/18 35/17  
 113/17 113/18 130/1  
**looking** [24] 5/11 5/17  
 6/15 10/5 10/21 19/23  
 37/5 37/6 44/10 49/2  
 56/16 87/3 88/16 88/24  
 96/1 108/21 108/23  
 109/1 115/1 121/19  
 124/14 128/17 128/19  
 130/13  
**looks** [7] 20/18 24/21  
 93/7 95/23 109/11  
 115/9 119/16  
**looming** [2] 23/16 24/3  
**lose** [5] 8/12 12/15  
 23/12 24/3 41/19  
**loses** [1] 21/13  
**losing** [5] 38/18 43/15  
 43/20 44/14 44/20  
**loss** [5] 12/8 12/10  
 12/13 45/10 136/4  
**losses** [6] 21/19 38/19  
 42/15 99/23 101/17  
 101/24  
**lost** [4] 26/6 41/14  
 110/5 136/5  
**lot** [21] 7/2 20/8 21/8  
 21/15 34/18 34/22 36/8  
 38/14 38/19 50/25  
 57/11 70/8 85/5 87/2  
 100/9 104/1 112/1  
 125/8 127/17 132/20  
 132/21  
**lots** [3] 84/11 126/6  
 126/6  
**loud** [1] 96/7  
**love** [2] 115/13 115/14  
**lower** [3] 107/21 110/9  
 114/10  
**lower-level** [3] 107/21  
 110/9 114/10  
**luck** [1] 12/2  
**Lynette** [1] 15/15  
**Lyon** [1] 133/1

**M**  
**Mackinaw** [1] 11/19  
**made** [32] 10/9 13/9  
 32/9 32/13 38/23 63/6  
 63/24 69/11 76/24  
 81/12 81/16 90/5 90/8  
 90/10 96/17 96/20  
 97/25 98/3 99/20 99/22

103/9 106/10 107/14  
 108/3 108/12 111/6  
 111/16 115/5 115/6  
 117/19 117/20 123/2  
**Madonna** [1] 28/3  
**Magee** [6] 28/19 29/16  
 32/9 33/3 36/19 36/23  
**main** [1] 60/11  
**maintained** [1] 55/10  
**maintenance** [1] 47/17  
**majority** [2] 5/17 72/23  
**make** [49] 6/17 6/20  
 8/3 9/5 9/17 11/4 20/9  
 21/6 23/25 25/15 25/17  
 34/8 35/1 35/16 40/18  
 45/2 45/22 50/3 54/7  
 55/2 65/4 72/3 78/9  
 79/12 80/11 80/18  
 81/10 91/6 94/13 96/7  
 99/16 101/3 107/10  
 111/18 111/19 112/19  
 115/16 116/4 117/10  
 118/7 119/20 121/5  
 122/2 130/16 130/17  
 131/16 131/25 133/17  
 136/12  
**makes** [4] 33/8 59/16  
 69/17 124/24  
**making** [12] 23/3 42/21  
 49/5 69/15 71/4 77/21  
 89/24 90/12 103/14  
 106/6 121/7 125/22  
**manage** [2] 68/23  
 69/22  
**manageable** [1] 57/12  
**managed** [3] 14/24  
 87/6 100/25  
**management** [16] 3/13  
 13/19 13/21 14/11  
 14/12 14/13 14/17  
 14/23 15/5 27/20 67/12  
 67/16 68/24 69/10  
 69/20 95/10  
**manager** [80] 3/14  
 25/24 28/10 29/15 32/9  
 38/10 68/2 68/16 68/18  
 69/15 69/23 71/21 72/8  
 73/2 74/14 75/1 75/8  
 76/1 76/2 76/14 76/20  
 76/23 77/3 77/4 77/7  
 77/9 77/20 77/24 78/15  
 79/6 79/11 79/14 79/17  
 79/25 80/14 80/17  
 80/25 81/4 82/10 82/12  
 82/13 82/13 82/14  
 82/15 83/8 83/18 83/22  
 84/12 84/16 84/21 85/3  
 85/18 85/25 86/1 86/8  
 86/10 86/12 87/10  
 88/17 94/10 94/14 95/6  
 95/13 96/16 97/13  
 97/16 98/15 102/1  
 104/6 104/20 106/3  
 111/17 115/19 119/13  
 119/21 120/25 121/2  
 121/11 122/5 128/22  
**manager's** [4] 3/7  
 25/21 25/23 78/19  
**managers** [2] 72/11

76/22  
**managing** [4] 24/13  
 24/14 57/24 95/11  
**mandated** [1] 50/17  
**manner** [2] 11/9 110/5  
**many** [10] 7/24 17/21  
 17/21 54/14 86/18  
 109/22 116/2 116/7  
 132/17 133/9  
**margin** [2] 43/2 121/8  
**margins** [1] 121/18  
**market** [3] 111/16  
 111/22 114/3  
**match** [1] 78/10  
**matter** [2] 33/8 127/24  
**matters** [2] 104/7  
 135/5  
**MATTHEW** [1] 2/5  
**may** [38] 8/24 9/5  
 15/10 26/24 39/7 39/7  
 40/3 40/4 51/11 53/7  
 55/7 55/7 59/24 60/2  
 62/15 68/3 72/23 77/21  
 77/22 77/23 81/1 87/14  
 88/6 88/8 91/11 91/16  
 104/5 109/18 111/20  
 111/21 112/22 114/16  
 114/24 115/2 117/9  
 124/10 128/2 128/11  
**maybe** [21] 6/5 9/20  
 11/18 16/15 36/11 43/2  
 43/13 56/25 57/17  
 57/22 58/10 59/9 64/12  
 66/1 70/24 101/19  
 106/17 107/2 107/21  
 120/7 132/13  
**me** [36] 5/20 9/9 9/19  
 12/24 15/25 15/25 16/1  
 17/2 17/3 18/12 18/21  
 26/4 31/1 35/22 36/16  
 40/10 44/4 48/18 50/22  
 54/1 59/16 67/25 68/20  
 73/8 74/1 75/24 78/2  
 79/12 79/17 84/5 87/22  
 87/23 89/13 125/2  
 126/5 130/6  
**Meadows** [1] 15/24  
**mean** [16] 10/15 42/4  
 42/18 45/25 54/23 57/9  
 58/4 63/9 69/14 80/10  
 82/25 94/23 94/23  
 94/25 104/1 114/9  
**meaning** [1] 14/24  
**meaningful** [2] 10/18  
 13/25  
**means** [2] 10/17 46/3  
**meantime** [2] 102/25  
 107/1  
**measure** [1] 10/25  
**measured** [1] 40/7  
**meet** [5] 79/20 80/8  
 80/12 87/7 89/13  
**meeting** [49] 1/10 3/10  
 3/15 4/6 21/8 21/21  
 21/21 22/6 22/19 25/9  
 25/11 32/16 33/1 33/5  
 36/4 37/19 37/21 39/1  
 39/25 66/14 82/21 83/1  
 83/23 88/9 89/14 89/20

89/23 89/25 90/1 90/13  
 90/17 90/22 102/9  
 102/12 105/6 105/22  
 106/8 107/8 107/20  
 108/15 112/10 123/19  
 123/21 128/21 128/25  
 131/22 133/8 137/8  
 138/7  
**meetings** [3] 88/22  
 90/1 90/10  
**meets** [1] 106/20  
**member** [4] 2/8 25/23  
 28/3 41/12  
**members** [10] 2/3 22/5  
 32/20 68/18 69/25  
 70/16 73/12 87/2 124/4  
 126/2  
**memo** [1] 97/20  
**memorandums** [1]  
 14/3  
**memorial** [1] 127/16  
**mention** [3] 28/17  
 28/21 30/1  
**mentioned** [7] 16/25  
 18/3 29/1 32/4 41/12  
 53/18 107/9  
**mentioned a** [1] 29/1  
**mentioning** [2] 132/14  
 132/21  
**menu** [2] 11/17 11/25  
**merit** [1] 112/2  
**mess** [4] 21/4 21/4  
 21/11 21/17  
**message** [9] 75/23  
 95/20 111/15 111/22  
 112/16 113/22 114/5  
 115/21 116/15  
**met** [1] 38/21  
**meteor** [1] 18/17  
**meteors** [1] 18/17  
**MICHAELA** [2] 2/6  
 129/15  
**micromanagement** [3]  
 15/1 15/8 69/2  
**middle** [1] 57/6  
**midway** [1] 18/23  
**might** [12] 39/9 54/13  
 87/13 103/21 104/8  
 118/13 129/3 130/18  
 130/22 131/18 132/13  
 132/23  
**milestones** [1] 48/3  
**Mill** [1] 15/16  
**million** [15] 11/4 12/14  
 12/18 12/20 12/21 13/6  
 23/12 23/16 24/1 24/6  
 41/17 44/14 44/17 68/7  
 101/19  
**million-dollar** [1]  
 101/19  
**mind** [1] 80/24  
**minds** [1] 136/21  
**minimum** [1] 87/8  
**minus** [1] 41/13  
**minute** [4] 16/16 97/9  
 102/8 102/8  
**minutes** [6] 3/10 17/1  
 22/18 29/2 66/14 135/8  
**missed** [2] 28/21 129/3

**mix** [1] 103/10  
**MO** [1] 134/15  
**modify** [1] 72/3  
**mom** [1] 68/5  
**moment** [4] 4/25 5/2  
 127/10 130/22  
**Monday** [1] 15/17  
**money** [12] 7/9 12/16  
 21/13 21/15 21/16  
 21/17 38/18 44/6 44/14  
 44/20 49/5 60/20  
**monitored** [1] 10/19  
**month** [9] 26/23 28/1  
 37/13 101/12 103/1  
 103/1 109/4 109/24  
 109/24  
**monthly** [5] 3/7 25/21  
 34/13 42/13 42/14  
**months** [11] 14/2  
 41/15 43/14 44/2 71/8  
 77/12 88/3 88/18  
 100/22 101/11 109/22  
**morale** [1] 113/2  
**more** [30] 9/9 12/15  
 12/16 23/1 26/15 28/13  
 30/21 31/4 33/12 42/22  
 53/5 53/11 53/11 53/21  
 55/24 57/2 57/11 58/20  
 62/14 77/24 96/2 99/25  
 103/21 110/4 114/18  
 118/5 124/13 124/15  
 133/8 133/14  
**mosquito** [1] 68/13  
**most** [8] 14/14 22/24  
 40/6 68/12 77/2 109/14  
 114/7 132/17  
**most-important** [1]  
 114/7  
**most-recent** [1] 77/2  
**motion** [12] 66/17  
 81/10 82/6 85/9 96/14  
 97/5 98/12 118/7  
 118/23 122/7 122/23  
 123/12  
**Motion's** [9] 81/12  
 81/16 96/17 96/20  
 97/25 98/3 118/14  
 123/2 123/3  
**motions** [1] 114/4  
**move** [14] 7/16 8/24  
 19/2 19/12 66/20 88/20  
 96/15 97/23 120/19  
 122/24 126/16 127/23  
 128/14 130/18  
**moved** [3] 55/11 61/2  
 66/24  
**moves** [1] 132/6  
**moving** [25] 5/4 25/2  
 25/13 25/19 38/5 46/19  
 66/10 66/12 67/10 82/9  
 85/7 85/11 86/20 89/8  
 93/16 94/5 97/8 102/14  
 104/24 111/10 112/4  
 119/8 130/16 132/2  
 137/3  
**Mr** [1] 29/16  
**Mr.** [9] 28/19 33/3 41/1  
 68/13 121/19 121/20  
 122/1 122/10 133/1

**M**  
**Mr. Bandelin [3]** 121/19 121/20 122/10  
**Mr. Bandelin's [1]** 122/1  
**Mr. Katz [1]** 68/13  
**Mr. Lyon [1]** 133/1  
**Mr. Magee [2]** 28/19 33/3  
**Mr. Sartan's [1]** 41/1  
**Ms [10]** 14/4 25/5 25/24 45/19 46/14 82/13 86/7 111/25 115/14 131/16  
**Ms. [9]** 12/23 23/3 46/24 48/16 52/1 58/25 66/5 113/23 131/20  
**Ms. Bueller [1]** 23/3  
**Ms. Griffith [1]** 113/23  
**Ms. Nelson [6]** 46/24 48/16 52/1 58/25 66/5 131/20  
**Ms. Tonking [1]** 12/23  
**much [13]** 9/22 19/22 20/17 24/23 45/24 47/2 55/24 77/24 93/20 104/7 127/9 128/1 136/24  
**muddy [1]** 113/14  
**multiple [1]** 33/7  
**must [1]** 13/24  
**mute [1]** 82/5  
**my [69]** 5/6 5/21 6/10 6/12 6/16 7/14 7/22 9/10 9/19 9/21 9/23 15/23 16/13 16/14 17/5 17/18 17/20 32/3 32/23 32/25 36/5 37/24 39/21 40/22 42/2 51/19 54/24 55/5 56/14 58/4 60/11 60/16 65/15 70/12 70/13 71/9 83/19 84/1 86/16 86/17 87/10 87/20 93/15 93/21 94/13 96/2 96/9 96/9 100/4 101/17 102/23 103/6 107/5 108/19 109/22 110/18 111/14 112/23 113/4 113/13 113/16 114/18 115/11 118/17 118/19 121/2 121/23 127/14 138/12  
**myself [9]** 7/2 30/3 32/13 42/1 82/4 106/15 111/12 111/24 112/15

**N**  
**name [3]** 5/6 9/23 17/18  
**National [1]** 64/6  
**Nay [1]** 97/4  
**necessarily [3]** 79/8 89/8 109/3  
**necessary [2]** 60/21 99/3  
**need [54]** 8/12 10/23 15/2 31/21 32/1 35/1 35/6 35/13 35/15 35/24

36/15 39/17 41/22 42/20 43/3 43/3 43/4 43/10 44/15 52/6 57/1 61/6 62/2 65/4 68/21 75/16 79/25 80/11 80/18 85/2 85/17 95/20 96/7 97/9 98/24 100/18 103/23 104/3 104/21 105/12 106/11 110/6 110/11 111/9 112/8 114/21 117/3 117/24 118/1 126/12 129/25 130/15 130/18 136/7  
**needed [4]** 98/20 108/18 118/13 128/2  
**Needless [1]** 16/11  
**needs [9]** 17/11 51/21 65/8 98/18 106/4 106/7 110/21 113/1 124/12  
**negotiate [2]** 88/19 105/14  
**negotiating [1]** 105/19  
**Neither [1]** 23/17  
**Nelson [11]** 33/14 46/24 48/16 52/1 56/3 58/24 58/25 66/5 127/11 130/15 131/20  
**Nelson's [1]** 13/17  
**net [3]** 43/2 46/2 56/25  
**Nevada [6]** 1/15 4/1 26/22 68/11 138/1 138/15  
**never [7]** 10/9 15/21 20/1 51/17 59/17 114/15 114/22  
**new [22]** 8/15 15/9 15/13 21/24 23/21 33/15 41/16 51/7 51/23 51/24 59/2 59/20 59/25 61/7 63/5 64/16 78/13 84/21 94/5 102/23 105/8 128/21  
**newly [1]** 79/24  
**next [17]** 8/3 14/20 21/7 21/21 21/21 28/1 37/12 37/19 62/15 66/7 69/13 69/13 93/21 100/22 128/20 130/17 130/21  
**next year [2]** 130/17 130/21  
**nice [2]** 135/4 135/7  
**night [1]** 106/17  
**no [43]** 6/19 7/7 7/13 13/25 18/2 21/13 24/1 27/23 27/25 31/19 44/2 44/11 44/19 47/3 51/13 55/5 63/25 64/9 64/10 69/4 71/6 73/18 73/21 74/12 77/1 77/17 81/2 81/23 81/24 84/3 84/8 88/22 94/20 95/3 104/2 115/4 123/16 123/16 123/16 123/16 123/16 126/13 128/13 131/6  
**NOBLE [8]** 2/8 4/15 27/16 83/14 92/10 100/17 118/18 131/18  
**Noble's [1]** 79/5

**nobody [2]** 21/16 117/7  
**nobody's [2]** 22/7 84/18  
**non [1]** 29/12  
**non-completed [1]** 29/12  
**none [11]** 6/24 6/25 11/24 34/20 67/1 81/14 96/6 116/12 123/5 132/6 133/4  
**Nope [2]** 123/14 123/14  
**North [1]** 127/3  
**nos [1]** 87/5  
**not [190]**  
**not-correct [1]** 45/7  
**note [4]** 10/4 20/11 97/14 119/25  
**noted [2]** 12/8 13/22  
**notes [3]** 130/1 138/8 138/13  
**nothing [9]** 8/23 32/22 69/1 69/19 86/11 121/9 134/6 134/6 135/3  
**nothing's [1]** 59/8  
**notice [2]** 27/9 83/5  
**notified [8]** 28/3 76/1 76/2 76/3 76/6 84/19 89/3 91/2  
**notify [1]** 88/13  
**notorious [1]** 100/11  
**November [3]** 120/3 130/13 130/22  
**now [44]** 8/2 9/8 9/14 15/10 16/4 16/23 21/22 21/22 21/22 22/25 26/20 29/17 32/22 33/9 36/13 42/10 43/14 45/6 50/24 55/4 57/16 61/22 62/5 67/19 68/6 83/24 84/4 90/18 94/1 95/13 95/24 105/22 111/13 111/18 117/25 124/11 127/13 133/10 133/14 133/20 135/23 135/24 136/7 136/13  
**NRS [4]** 75/6 105/4 105/11 116/19  
**number [15]** 1/25 10/20 10/22 11/11 18/12 41/12 41/21 45/4 45/12 46/8 67/15 83/10 100/14 116/5 116/7  
**number 1898 [1]** 67/15  
**number is [1]** 45/12  
**number one [3]** 10/20 18/12 100/14  
**number we've [1]** 41/12  
**numbers [16]** 34/6 34/12 34/16 34/19 34/21 34/22 35/18 41/5 41/19 44/10 45/23 46/1 46/6 53/22 56/21 109/20  
**numbers are [1]** 34/22

**O**  
**o'clock [1]** 17/6  
**o'o [2]** 2/15 4/2  
**objections [2]** 25/18 29/19  
**objective [1]** 56/19  
**oblivious [1]** 14/25  
**obliviously [1]** 37/1  
**obscene [1]** 16/2  
**observations [5]** 29/9 29/12 29/17 29/22 29/23  
**observe [1]** 4/24  
**obvious [1]** 87/5  
**obviously [5]** 10/22 108/23 126/4 129/13 135/12  
**occupied [1]** 55/21  
**October [8]** 28/6 37/22 39/1 39/25 43/12 53/2 128/25 131/22  
**October 9th [1]** 128/25  
**October meeting [1]** 39/25  
**October with [1]** 43/12  
**odd [1]** 44/11  
**off [10]** 21/7 21/20 22/10 23/2 40/15 50/22 61/23 63/17 100/17 120/16  
**offense [1]** 104/3  
**offer [4]** 11/17 11/25 88/2 88/20  
**office [3]** 91/22 92/6 92/21  
**officer [1]** 89/22  
**offline [4]** 38/2 129/15 129/24 130/5  
**often [1]** 55/10  
**oh [5]** 23/20 42/2 87/12 87/14 123/15  
**oil [4]** 47/8 51/6 55/13 64/7  
**okay [19]** 9/13 25/15 25/16 49/17 66/10 74/5 81/16 81/18 82/6 92/19 93/3 112/18 116/25 127/14 131/13 131/23 131/24 135/22 136/24  
**once [6]** 26/14 47/10 61/13 63/21 64/9 93/5  
**one [59]** 5/23 6/9 6/10 6/11 6/12 7/10 10/20 14/14 15/25 16/21 16/21 18/12 18/17 21/13 30/7 30/24 32/3 39/11 48/7 51/13 51/14 53/3 61/23 62/11 64/9 71/19 77/3 78/15 78/18 83/5 83/6 83/24 83/25 84/1 85/7 85/22 91/25 94/23 95/7 96/22 97/5 98/13 98/17 100/13 100/14 112/4 123/16 123/18 124/24 130/12 132/12 134/17 135/7 135/19 135/21 136/1 136/3 136/10 136/10

**one hour [1]** 15/25  
**ongoing [1]** 15/1  
**only [24]** 6/3 10/11 12/13 13/7 14/25 17/1 22/4 23/25 41/11 52/20 54/14 68/3 71/21 72/22 74/23 77/18 79/5 79/10 83/5 83/25 85/11 85/21 129/1 130/4  
**ons [1]** 30/8  
**open [13]** 6/20 11/13 18/16 19/15 62/23 70/6 89/20 90/13 90/17 91/18 117/7 132/11 132/12  
**opened [1]** 39/13  
**opened year [1]** 39/13  
**opening [4]** 28/24 124/2 124/21 132/14  
**operated [1]** 10/15  
**operating [5]** 12/25 63/17 68/1 120/9 122/19  
**operation [8]** 10/15 10/24 11/8 11/18 41/10 43/1 68/6 68/7  
**operational [1]** 134/1  
**operations [9]** 8/1 41/4 41/14 41/23 42/25 58/8 111/3 135/14 135/16  
**operator [1]** 6/22  
**operators [3]** 6/3 6/7 6/16  
**operators' [1]** 7/15  
**opinion [7]** 22/11 42/3 42/7 54/24 113/4 113/13 113/16  
**opportunist [1]** 78/3  
**opportunity [6]** 5/13 6/2 27/13 58/1 98/14 122/2  
**opposed [8]** 35/3 54/8 81/22 97/3 98/10 103/6 104/10 119/6  
**option [2]** 107/19 107/21  
**options [7]** 8/6 8/8 8/21 30/16 92/1 94/24 102/22  
**order [3]** 4/7 31/21 123/17  
**ordinance [13]** 50/19 51/4 51/12 54/8 55/15 56/1 61/7 62/20 63/15 63/16 63/18 63/19 66/2  
**ordinances [1]** 49/10  
**organization [3]** 68/21 68/23 70/10  
**originally [2]** 89/3 124/9  
**other [44]** 6/11 6/13 6/19 7/15 8/22 14/17 15/22 16/18 18/7 19/17 24/2 29/10 31/11 40/9 40/10 41/15 45/21 46/3 46/16 56/2 56/3 60/25 61/1 70/13 84/15 84/18 86/11 86/17 91/12 91/18 93/10 93/10



**O**  
other... [12] 98/13  
100/20 104/19 109/19  
110/9 117/23 124/25  
127/14 129/1 132/20  
134/4 136/14  
others [6] 8/7 9/21  
37/10 86/5 87/12 133/4  
otherwise [4] 59/8  
60/5 78/20 118/23  
our [102] 5/12 6/3 7/9  
7/12 8/9 8/16 9/2 9/18  
11/17 11/18 17/9 17/17  
18/12 19/21 20/19  
21/16 23/5 23/7 23/9  
23/10 23/13 24/3 24/13  
24/24 26/5 26/6 26/7  
26/10 28/15 29/15  
29/18 29/21 31/17  
31/18 36/13 38/17 39/2  
39/3 39/10 39/10 40/14  
40/19 41/3 42/25 43/6  
43/8 43/15 43/24 44/15  
44/16 44/25 45/13  
45/16 49/2 50/4 55/18  
55/22 58/8 61/8 62/6  
64/20 65/9 68/8 68/14  
68/15 68/17 75/4 79/10  
86/8 93/23 94/9 95/14  
98/21 98/21 100/12  
101/12 102/11 102/20  
102/21 103/12 106/7  
106/15 106/20 107/4  
107/8 107/13 107/20  
112/10 117/18 118/1  
118/6 121/8 127/4  
127/19 129/19 131/9  
133/22 134/5 134/12  
134/13 135/4 136/25  
ourselves [3] 44/17  
65/11 130/24  
out [65] 5/4 7/3 7/11  
7/14 8/3 8/24 19/20  
25/1 26/3 26/8 27/9  
33/13 33/19 35/13  
35/22 38/4 40/10 44/7  
45/4 46/18 47/24 49/8  
50/4 51/24 53/10 56/19  
58/13 60/11 60/21 62/3  
62/14 64/12 66/9 78/3  
78/24 82/8 87/4 87/25  
90/23 96/2 96/7 99/3  
99/24 101/6 102/7  
103/7 104/14 104/24  
106/10 108/1 108/20  
110/8 112/6 112/17  
113/12 115/7 115/21  
117/2 119/7 121/17  
123/17 124/15 126/15  
128/1 137/3  
outgoing [1] 69/15  
outside [3] 58/21 117/1  
117/9  
outsource [1] 113/10  
outsourcing [2]  
113/11 113/11  
over [31] 5/17 14/2  
17/2 23/12 24/11 44/1

48/7 53/5 57/25 63/13  
68/15 77/12 78/8 78/22  
81/2 85/8 99/19 100/22  
101/18 103/12 105/15  
106/2 107/11 107/21  
108/13 120/17 121/22  
123/18 132/15 134/22  
135/10  
over-politicize [1]  
78/22  
overall [3] 46/5 47/15  
121/8  
overarching [1] 71/5  
overnight [2] 48/6 55/2  
override [5] 72/24 73/2  
73/20 73/23 78/14  
overseeing [1] 94/16  
oversight [1] 20/24  
overspending [1]  
100/12  
overspent [2] 129/13  
129/19  
own [4] 5/7 57/7 58/8  
78/4  
owner [16] 18/4 18/11  
19/19 47/25 54/3 54/7  
54/11 54/12 54/16  
54/17 54/20 54/22  
57/10 60/2 60/7 60/9  
owners [10] 8/2 8/18  
8/23 9/6 20/4 24/9  
56/23 57/5 133/20  
134/17  
owns [1] 52/2  
Ozone [2] 3/11 66/15

**P**  
p.m [6] 4/1 4/7 102/10  
102/10 137/6 137/8  
P.O [1] 22/16  
packet [11] 9/5 10/2  
26/1 38/10 46/23 67/17  
82/18 102/18 105/5  
119/17 126/17  
page [14] 3/2 12/8  
12/25 13/18 16/7 25/25  
25/25 46/23 67/16  
82/17 102/18 105/4  
119/17 126/16  
page 214 [1] 13/18  
page 55 [1] 46/23  
pages [2] 38/9 138/13  
paid [1] 133/15  
Pandora [1] 28/8  
panel [1] 72/10  
panel when [1] 72/10  
parachuting [1] 112/11  
parcel [6] 8/18 9/6 24/8  
127/25 133/19 134/17  
parcels [1] 61/17  
park [3] 124/10 131/2  
131/21  
parking [1] 50/25  
parks [8] 15/9 23/10  
35/11 35/19 85/4 93/23  
95/1 100/23  
part [21] 6/23 16/5  
31/22 32/2 33/16 44/9  
46/3 49/18 50/21 50/22

52/24 58/3 65/9 88/8  
89/23 89/24 90/17  
90/21 95/13 97/11  
122/2  
participate [2] 91/16  
125/5  
participation [1] 14/23  
particular [5] 52/10  
86/6 120/10 123/25  
133/24  
particularly [1] 37/2  
partner [3] 5/10 6/2  
103/20  
pass [4] 7/12 16/20  
54/17 134/25  
passed [4] 18/4 18/6  
74/24 103/13  
passes [6] 67/8 82/6  
97/5 98/12 119/7  
123/12  
passing [4] 7/13 48/21  
63/23 134/12  
past [12] 12/11 16/3  
41/15 45/6 90/20 94/25  
95/18 113/17 113/17  
124/3 125/18 133/9  
past months [1] 41/15  
path [2] 18/13 43/17  
pattern [1] 79/16  
pause [3] 62/1 62/4  
62/15  
pavement [1] 13/19  
pay [4] 8/23 57/7 86/14  
134/19  
payers [1] 44/22  
paying [8] 9/6 42/13  
49/5 103/20 134/4  
134/7 134/8 135/1  
payment [1] 26/18  
pays [3] 13/5 57/10  
134/16  
Peak [2] 23/24 134/22  
people [42] 15/25 16/8  
16/18 18/1 20/8 21/1  
21/9 21/14 22/1 22/23  
23/21 44/5 58/11 62/22  
71/6 71/20 72/1 72/7  
77/18 78/8 78/9 84/3  
86/3 86/18 87/6 90/2  
91/8 96/6 100/5 100/18  
113/2 114/15 115/6  
116/5 116/23 117/3  
117/24 124/4 132/18  
132/22 133/11 135/18  
percent [14] 12/22  
13/2 13/5 13/7 13/10  
26/25 27/1 43/2 56/25  
68/8 121/7 121/9  
135/17 135/25  
percentages [1] 41/8  
perception [2] 116/22  
118/19  
performance [2] 10/14  
38/16  
performed [1] 97/18  
perhaps [4] 14/25 18/4  
72/12 72/22  
period [4] 57/25 82/16  
87/7 97/15

permanent [2] 86/1  
95/6  
permanently [1]  
117/13  
permit [11] 18/21  
47/24 49/15 49/19  
50/16 51/23 52/12  
52/14 53/24 59/21  
65/21  
permitting [2] 48/4  
130/19  
person [11] 75/14  
75/17 77/14 79/15 80/9  
83/5 83/6 87/14 87/15  
90/10 115/1  
personal [4] 32/25  
37/24 84/9 113/13  
personalities [1]  
116/13  
personally [3] 6/16 7/2  
96/6  
Personnel [3] 3/13  
67/12 67/15  
persons [1] 72/7  
perspective [4] 10/25  
72/11 72/12 86/13  
pertaining [1] 30/7  
physical [1] 11/24  
piggy [1] 57/6  
pill [1] 54/25  
Pinecone [1] 28/4  
pipeline [2] 15/20  
24/19  
place [6] 11/16 55/4  
61/3 71/6 98/19 115/3  
placed [2] 27/18  
127/19  
placement [1] 76/7  
Placer [2] 16/6 17/12  
places [1] 61/1  
plan [10] 12/15 20/20  
26/25 40/2 40/6 43/12  
48/5 93/23 101/6  
121/17  
PlanetBids [1] 27/19  
planing [1] 48/4  
plans [2] 59/3 62/4  
plant [3] 47/9 47/10  
47/11  
plate [1] 132/17  
plaza [2] 17/24 19/17  
please [5] 9/1 22/15  
25/14 133/2 136/21  
PLEDGE [4] 3/3 4/9  
4/10 4/11  
plenty [1] 22/1  
Plumbing [4] 50/14  
56/10 56/11 61/2  
plus [1] 83/21  
PO [1] 133/7  
pocket [1] 7/15  
pockets [1] 7/15  
point [26] 18/15 19/3  
20/22 20/23 32/7 36/12  
40/11 40/19 44/19 45/1  
47/20 49/11 49/16  
52/15 55/14 60/11  
70/12 71/2 73/1 89/16  
90/16 98/21 99/12

101/17 116/14 125/8  
pointed [2] 64/17  
121/17  
points [4] 37/8 40/4  
71/15 115/5  
poising [1] 96/8  
policies [4] 33/22  
39/10 61/3 112/24  
policy [36] 3/8 5/24  
7/24 9/2 13/15 13/16  
30/12 30/14 30/23  
30/24 31/5 31/14 31/14  
31/16 31/17 31/18  
31/20 31/22 46/20  
46/22 47/1 47/5 48/14  
49/13 50/2 61/15 64/2  
67/14 71/11 73/25  
74/13 74/24 75/4 75/19  
80/13 80/21  
political [3] 70/19  
73/11 78/1  
politicize [1] 78/22  
pool [9] 95/19 95/21  
96/8 111/23 112/18  
115/12 115/13 115/17  
115/18  
pooling [1] 93/1  
poor [1] 77/11  
pop [1] 68/5  
popping [2] 113/8  
114/20  
posing [1] 27/17  
position [41] 28/18  
28/25 33/6 34/14 46/5  
56/20 64/16 70/19 74/3  
74/7 75/14 76/15 77/15  
78/22 79/7 79/21 79/24  
80/3 80/23 81/1 83/11  
83/22 87/8 88/17 90/3  
94/8 95/4 95/6 95/10  
95/12 95/12 95/13  
95/25 109/25 110/7  
112/4 115/25 117/17  
117/18 118/9 118/11  
positions [14] 68/19  
73/11 74/12 74/16  
77/17 78/17 107/21  
110/18 114/7 114/10  
116/24 117/3 117/6  
117/13  
positive [2] 34/24  
72/16  
possibility [2] 58/10  
121/10  
possible [4] 14/11  
37/20 102/16 124/15  
possibly [7] 67/14  
83/24 95/1 100/16  
119/12 119/20 130/13  
posted [1] 106/18  
posting [1] 27/14  
potential [6] 8/4 57/22  
58/1 76/6 85/19 86/4  
potentially [1] 7/7  
practical [1] 127/24  
practice [7] 31/18  
31/19 31/22 32/2 34/10  
34/12 69/3  
practices [2] 78/20

<b>P</b>	91/11 91/21 93/16 96/11 105/10 113/21 117/24 118/6 <b>procurement</b> [5] 31/13 31/14 31/23 33/11 34/1 <b>product</b> [1] 55/17 <b>professional</b> [5] 42/1 87/11 90/2 113/4 113/16 <b>profit</b> [3] 13/2 13/10 34/18 <b>profitable</b> [4] 8/3 121/14 122/2 122/6 <b>profits</b> [1] 13/7 <b>program</b> [3] 24/5 64/6 64/6 <b>progress</b> [4] 107/11 107/15 108/3 108/12 <b>prohibitive</b> [1] 128/3 <b>project</b> [7] 15/20 16/10 17/4 20/12 127/23 128/3 130/14 <b>projects</b> [4] 17/16 20/12 24/5 108/20 <b>promised</b> [1] 29/7 <b>promotions</b> [1] 76/24 <b>prong</b> [1] 59/23 <b>proper</b> [3] 34/5 43/4 43/12 <b>properly</b> [5] 35/2 43/3 46/2 98/18 99/17 <b>properties</b> [4] 48/11 57/24 58/7 59/18 <b>property</b> [17] 8/20 18/5 19/19 47/25 54/3 54/7 54/11 54/12 54/16 54/17 54/19 55/20 57/7 57/10 57/15 60/2 60/6 <b>proposal</b> [6] 14/15 27/18 33/23 70/5 78/12 102/24 <b>proposals</b> [4] 64/24 64/25 65/5 72/24 <b>proposed</b> [4] 69/9 82/22 89/8 123/21 <b>proposes</b> [1] 23/25 <b>protect</b> [4] 47/6 47/15 51/6 52/20 <b>protected</b> [2] 48/11 133/19 <b>Protection</b> [1] 127/3 <b>proud</b> [1] 28/6 <b>prove</b> [1] 118/19 <b>provide</b> [18] 8/10 10/18 11/15 11/24 32/10 34/12 36/20 37/14 37/24 42/7 48/3 53/14 82/14 85/10 90/6 97/17 105/17 120/8 <b>provided</b> [14] 13/12 13/21 32/14 32/18 32/21 32/23 36/22 85/6 94/24 115/18 119/19 119/24 120/4 135/20 <b>provides</b> [1] 105/17 <b>providing</b> [8] 29/9 34/9 70/23 88/8 90/11 90/15 90/20 110/4 <b>public</b> [44] 1/10 3/5	31/9 5/5 24/24 28/15 30/2 34/16 41/13 41/13 47/3 47/12 50/13 52/1 56/2 58/2 69/1 70/10 71/25 77/13 84/14 89/23 89/25 90/22 90/23 91/1 107/4 114/19 115/8 115/22 116/14 118/20 121/6 126/3 126/8 130/4 132/7 132/8 132/11 133/5 136/25 137/3 137/3 138/7 <b>public's</b> [1] 35/4 <b>publically</b> [1] 117/19 <b>publish</b> [1] 93/8 <b>published</b> [1] 136/6 <b>pull</b> [3] 49/15 50/15 59/21 <b>pulled</b> [3] 112/24 120/16 120/22 <b>pulling</b> [1] 65/21 <b>pulls</b> [1] 47/23 <b>pump</b> [2] 47/8 50/3 <b>punishment</b> [1] 55/21 <b>purchase</b> [2] 31/13 33/20 <b>purchased</b> [1] 33/15 <b>purchases</b> [1] 30/22 <b>purchasing</b> [1] 30/9 <b>purely</b> [2] 65/2 74/23 <b>purposes</b> [1] 86/2 <b>push</b> [2] 21/7 21/20 <b>pushing</b> [2] 64/11 76/16 <b>put</b> [15] 5/18 20/2 29/16 29/24 33/5 50/25 57/20 58/19 62/23 71/5 90/23 96/2 100/14 129/17 134/23 <b>puts</b> [1] 79/14 <b>putting</b> [10] 5/11 5/25 6/18 22/2 62/1 116/23 125/17 133/24 134/2 135/2	126/22 129/3 129/12 129/16 132/12 <b>queue</b> [2] 24/25 137/1 <b>quickly</b> [3] 44/16 88/20 131/7 <b>quite</b> [8] 12/19 16/25 29/22 35/10 63/15 68/4 124/19 135/12 <b>quo</b> [1] 86/7 <b>quote</b> [2] 27/4 68/12 <b>quoted</b> [1] 63/16	<b>received</b> [11] 6/9 14/4 27/15 30/2 53/3 83/10 86/23 88/11 91/24 92/7 109/13 <b>receiving</b> [2] 22/20 53/16 <b>recent</b> [1] 77/2 <b>recently</b> [4] 28/3 68/17 68/17 69/14 <b>recently-departed</b> [1] 68/17 <b>receptor</b> [1] 7/23 <b>receptors</b> [7] 5/12 5/18 5/25 7/8 8/14 8/16 9/1 <b>Recess</b> [1] 102/10 <b>recipient</b> [1] 28/4 <b>recognized</b> [1] 10/11 <b>recommend</b> [1] 15/12 <b>recommendation</b> [9] 58/22 70/25 78/15 94/13 102/23 107/5 122/14 122/20 122/25 <b>recommendations</b> [6] 13/13 39/12 39/17 39/18 42/2 42/16 <b>recommended</b> [1] 39/8 <b>recommending</b> [5] 31/17 39/8 53/15 53/21 106/25 <b>reconciliations</b> [4] 26/23 26/24 36/6 108/24 <b>record</b> [4] 17/15 17/19 38/17 116/12 <b>recording</b> [1] 38/17 <b>records</b> [2] 28/15 107/4 <b>recourse</b> [1] 79/10 <b>recreation</b> [6] 23/11 24/6 28/10 85/4 94/10 95/8 <b>recruit</b> [1] 84/21 <b>recruited</b> [2] 28/20 110/8 <b>recruiting</b> [5] 80/2 89/2 114/12 114/22 118/12 <b>recruitment</b> [2] 105/8 116/21 <b>redacted</b> [1] 93/8 <b>redline</b> [1] 67/22 <b>redone</b> [1] 23/17 <b>reduce</b> [2] 47/16 115/11 <b>reduced</b> [1] 8/6 <b>reduction</b> [1] 8/6 <b>reference</b> [1] 81/5 <b>referred</b> [1] 82/21 <b>referring</b> [2] 69/16 71/2 <b>regard</b> [3] 32/7 33/11 34/2 <b>regarding</b> [27] 5/21 14/3 26/10 26/12 26/15 27/17 28/7 28/12 29/2 31/13 31/22 36/4 36/7 36/11 38/15 38/22 39/2 39/3 39/7 44/2 45/22 46/22 82/15 88/6 95/12 96/11 107/2 <b>regards</b> [3] 7/8 31/19
	<b>Q</b>			
	<b>qualifications</b> [2] 79/9 87/8 <b>qualified</b> [4] 22/13 106/20 106/23 116/8 <b>quality</b> [2] 11/21 100/8 <b>quarter</b> [1] 15/19 <b>question</b> [31] 11/11 29/6 36/2 50/8 51/25 53/24 65/15 67/2 71/16 72/19 81/18 86/16 86/18 86/21 88/4 88/16 89/1 91/21 93/21 94/6 96/23 108/9 118/24 121/2 122/8 122/9 123/5 125/2 126/3 126/24 127/15 <b>questions</b> [23] 26/10 28/12 30/3 30/7 31/10 36/1 39/20 39/21 45/21 46/16 48/13 56/14 86/16 103/3 120/19 124/4 124/22 124/25	<b>radical</b> [1] 70/2 <b>raise</b> [1] 95/18 <b>raised</b> [2] 64/20 103/11 <b>Ramp</b> [2] 3/10 66/15 <b>ran</b> [1] 12/1 <b>range</b> [13] 3/17 97/19 126/16 126/20 126/23 127/4 127/19 128/5 128/18 128/24 129/4 130/7 130/10 <b>ranging</b> [1] 8/5 <b>rate</b> [4] 44/15 133/15 134/9 135/7 <b>rates</b> [1] 103/20 <b>rather</b> [2] 55/25 105/24 <b>RAY</b> [1] 2/7 <b>re</b> [1] 130/1 <b>re-looked</b> [1] 130/1 <b>reach</b> [5] 16/1 47/24 48/3 60/11 62/3 <b>reached</b> [2] 26/3 26/8 <b>reaches</b> [1] 49/8 <b>reaching</b> [1] 113/12 <b>read</b> [3] 16/24 62/20 62/21 <b>readily</b> [1] 23/14 <b>reading</b> [1] 9/4 <b>reads</b> [1] 73/8 <b>ready</b> [1] 32/18 <b>real</b> [2] 6/14 41/11 <b>realistically</b> [2] 6/14 121/3 <b>realities</b> [2] 8/25 68/22 <b>reality</b> [1] 7/6 <b>Realize</b> [1] 23/3 <b>realized</b> [1] 52/19 <b>really</b> [20] 5/22 10/4 11/9 17/23 17/25 30/12 42/20 43/19 44/4 60/22 60/23 69/17 77/7 80/16 87/13 91/8 121/25 132/10 135/4 135/6 <b>reaping</b> [1] 54/4 <b>reason</b> [5] 27/9 27/24 47/5 76/15 116/19 <b>reasoning</b> [1] 84/1 <b>reasons</b> [2] 33/7 43/22 <b>rebid</b> [1] 53/4 <b>rec</b> [9] 15/10 23/13 35/3 35/11 35/19 93/23 94/12 95/2 100/23 <b>recall</b> [2] 76/22 82/25 <b>recalled</b> [1] 63/3 <b>receipt</b> [1] 26/18 <b>receive</b> [4] 28/5 32/20 38/7 38/7		

<b>R</b>	120/12 130/3 136/11 <b>report to [1]</b> 120/7 <b>reported [2]</b> 1/24 135/19 <b>reporting [9]</b> 20/25 38/24 46/4 71/20 71/23 79/24 103/24 122/16 135/15 <b>reports [11]</b> 3/7 25/20 27/23 28/13 29/24 30/3 34/2 34/7 34/10 34/22 110/19 <b>request [15]</b> 3/15 25/5 27/18 33/16 37/18 40/8 83/19 102/24 104/25 105/2 105/10 105/12 107/2 125/14 126/1 <b>requested [7]</b> 26/17 28/19 29/11 32/11 32/19 83/1 85/19 <b>requesting [4]</b> 25/23 26/13 29/3 34/4 <b>requests [1]</b> 107/4 <b>require [3]</b> 50/17 51/4 75/7 <b>required [7]</b> 6/4 18/14 51/1 56/6 64/5 85/5 134/23 <b>requirement [11]</b> 50/14 51/7 54/1 54/2 54/6 65/16 65/17 65/24 74/22 75/2 81/7 <b>requirements [9]</b> 50/19 56/4 56/5 64/5 78/10 79/21 79/22 106/20 129/16 <b>requires [2]</b> 55/15 89/21 <b>requiring [1]</b> 59/20 <b>rescheduled [1]</b> 27/10 <b>research [1]</b> 61/12 <b>reservation [1]</b> 11/13 <b>reservations [1]</b> 101/22 <b>reserved [1]</b> 27/7 <b>resident [5]</b> 7/21 9/25 15/16 24/17 42/6 <b>residential [1]</b> 59/18 <b>residents [9]</b> 8/12 14/8 14/14 15/6 35/5 42/7 58/17 65/7 68/14 <b>resign [1]</b> 76/24 <b>resignation [3]</b> 68/20 71/7 77/5 <b>resigned [2]</b> 71/3 76/25 <b>resolution [9]</b> 3/13 55/24 67/12 67/15 69/24 71/24 78/12 79/18 103/14 <b>resolutions [1]</b> 5/14 <b>resolved [3]</b> 17/11 111/9 127/22 <b>resort [1]</b> 13/6 <b>resource [4]</b> 110/1 110/12 110/16 112/4 <b>resources [8]</b> 40/17 99/2 110/7 111/8 111/10 112/8 113/3	122/11 <b>respect [3]</b> 21/24 44/23 74/13 <b>respectfully [1]</b> 79/2 <b>respond [2]</b> 31/12 79/13 <b>response [1]</b> 92/18 <b>responses [2]</b> 27/20 93/17 <b>responsibilities [1]</b> 74/25 <b>responsibility [2]</b> 69/23 121/15 <b>responsible [5]</b> 47/13 77/9 77/20 90/11 121/12 <b>rest [3]</b> 118/17 134/7 134/25 <b>restaurant [12]</b> 5/7 6/2 6/7 8/13 8/22 11/3 21/12 47/23 56/5 59/25 60/8 134/2 <b>restaurants [16]</b> 6/13 8/18 20/9 49/3 49/4 49/21 51/15 55/12 59/11 60/7 60/13 62/7 62/9 63/23 64/13 133/24 <b>restaurateurs [1]</b> 8/11 <b>restrict [1]</b> 124/23 <b>restructuring [2]</b> 42/24 94/24 <b>result [2]</b> 18/14 47/1 <b>resulted [1]</b> 72/15 <b>results [2]</b> 19/13 121/12 <b>resume [1]</b> 102/11 <b>retiring [2]</b> 28/10 94/10 <b>return [4]</b> 6/19 7/8 12/21 56/25 <b>returned [2]</b> 16/15 17/5 <b>reveal [1]</b> 115/8 <b>revealed [1]</b> 133/8 <b>revenue [3]</b> 38/16 44/11 44/13 <b>revenues [13]</b> 12/13 12/15 13/21 27/24 35/2 38/17 39/2 41/6 41/18 44/12 46/2 68/8 135/25 <b>review [11]</b> 67/13 69/9 70/14 77/7 84/23 89/19 104/2 105/1 119/11 119/20 130/3 <b>reviewed [3]</b> 31/14 121/25 126/22 <b>reviewing [3]</b> 14/5 78/11 131/3 <b>revisions [2]</b> 67/14 127/1 <b>revisit [2]</b> 41/23 44/15 <b>revisiting [1]</b> 42/24 <b>RFP [6]</b> 3/14 102/15 102/17 103/7 104/9 104/14 <b>rich [1]</b> 6/24 <b>rid [1]</b> 79/11 <b>right [36]</b> 4/5 25/18 26/19 29/17 36/13 53/20 55/4 61/1 62/4	66/11 67/1 67/23 69/21 81/14 82/8 92/9 92/12 93/18 96/13 96/22 102/7 104/20 104/23 114/1 117/25 119/7 123/15 124/11 126/11 126/14 127/13 128/4 132/1 132/6 134/19 137/2 <b>rights [1]</b> 54/13 <b>ring [1]</b> 129/17 <b>rising [1]</b> 51/25 <b>Road [2]</b> 15/16 15/24 <b>Robinson [1]</b> 19/20 <b>role [10]</b> 69/19 85/2 85/3 86/6 86/17 94/5 100/22 114/14 114/21 115/19 <b>roles [4]</b> 94/23 108/11 108/21 115/22 <b>roll [4]</b> 3/4 4/12 4/14 130/23 <b>room [3]</b> 108/8 133/4 136/1 <b>rooms [1]</b> 135/22 <b>Rooney [1]</b> 23/1 <b>root [1]</b> 76/4 <b>round [1]</b> 39/13 <b>route [1]</b> 107/10 <b>routine [1]</b> 104/7 <b>RubinBrown [11]</b> 22/24 26/17 29/9 32/12 36/5 36/7 36/21 40/12 110/23 129/2 129/6 <b>RUDIN [1]</b> 2/12 <b>rule [2]</b> 56/17 72/23 <b>rules [2]</b> 55/22 64/7 <b>rumored [1]</b> 14/9 <b>run [8]</b> 21/18 40/14 42/16 42/24 43/1 47/19 109/18 109/20 <b>running [5]</b> 11/8 37/1 110/15 129/20 134/12 <b>Russ [2]</b> 17/24 19/15 <b>Russel [2]</b> 7/25 8/24 <b>Russell [1]</b> 5/6 <b>résumés [6]</b> 87/19 90/5 90/20 91/23 92/6 93/9	59/1 74/17 92/10 97/11 115/20 120/1 138/9 <b>SARA [2]</b> 2/4 5/19 <b>Sartan [5]</b> 10/5 13/12 22/21 38/9 38/13 <b>Sartan's [1]</b> 41/1 <b>sat [2]</b> 19/17 77/12 <b>satisfaction [1]</b> 10/13 <b>satisfactory [1]</b> 95/19 <b>satisfied [1]</b> 115/24 <b>save [1]</b> 21/17 <b>savings [1]</b> 95/14 <b>saw [3]</b> 15/16 115/17 115/17 <b>say [33]</b> 16/11 21/14 22/22 24/13 36/24 38/21 39/6 41/20 44/24 49/9 49/11 50/11 56/17 64/1 70/15 71/1 71/20 73/6 79/22 80/5 80/6 95/3 101/5 101/11 101/21 104/15 112/15 118/17 120/5 125/7 125/13 127/21 132/10 <b>saying [9]</b> 7/5 16/9 46/7 46/8 46/10 65/20 80/15 82/23 89/17 <b>says [10]</b> 18/24 18/25 31/20 64/2 71/6 72/23 73/5 79/20 79/23 111/18 <b>scale [3]</b> 78/5 103/12 103/17 <b>schedule [3]</b> 48/2 53/7 123/21 <b>scheduled [3]</b> 4/6 53/6 108/16 <b>schematics [1]</b> 131/21 <b>SCHMITZ [10]</b> 2/4 4/19 32/7 50/10 82/1 82/2 87/14 91/22 98/16 101/6 <b>scope [1]</b> 105/15 <b>screen [1]</b> 128/19 <b>scrutiny [1]</b> 91/7 <b>season [1]</b> 8/4 <b>seasons [1]</b> 8/2 <b>second [16]</b> 11/24 14/21 39/1 66/22 77/2 81/13 81/15 96/18 96/19 98/1 98/2 101/12 123/1 128/8 131/22 135/21 <b>seconded [6]</b> 66/24 81/17 96/21 98/4 118/14 123/3 <b>secondly [1]</b> 20/11 <b>seconds [1]</b> 118/18 <b>SECRETARY [1]</b> 2/6 <b>section [3]</b> 10/7 78/13 79/23 <b>sector [3]</b> 69/4 114/20 115/8 <b>see [35]</b> 21/23 22/12 22/13 25/18 34/3 34/6 34/16 34/24 35/15 39/18 42/1 51/17 57/2 57/21 58/9 58/17 58/20 59/10 60/12 61/23
----------	---	--	---	--

<b>S</b>	<b>services [14]</b> 3/14 27/20 34/20 99/20 99/23 101/18 102/15 102/17 102/20 102/24 104/18 105/3 105/16 135/11 <b>set [9]</b> 10/10 82/14 88/9 89/12 97/12 97/19 97/23 128/21 129/22 <b>seven [3]</b> 12/11 13/7 35/19 <b>seven years [1]</b> 12/11 <b>seventh [2]</b> 119/10 119/15 <b>several [9]</b> 14/13 22/17 33/22 76/24 82/24 83/16 93/9 101/9 132/18 <b>several-hundred-thous and-dollar [1]</b> 101/9 <b>sewage [1]</b> 8/16 <b>sewer [10]</b> 47/6 50/2 55/19 57/23 58/7 59/14 134/3 134/11 134/13 135/2 <b>sham [2]</b> 133/15 133/16 <b>shape [1]</b> 104/9 <b>share [8]</b> 11/7 24/1 26/11 31/10 93/21 101/1 102/19 134/20 <b>shared [2]</b> 30/5 36/7 <b>she [14]</b> 14/5 17/21 28/3 28/5 28/9 29/8 29/8 82/23 106/16 106/20 106/21 106/23 113/24 115/14 <b>she's [4]</b> 22/11 106/19 107/17 111/18 <b>shield [1]</b> 91/6 <b>ship [1]</b> 113/10 <b>shipwreck [1]</b> 24/11 <b>shirt [1]</b> 43/16 <b>shirts [1]</b> 24/4 <b>shocking [1]</b> 41/2 <b>shoot [1]</b> 96/4 <b>shoot-in [1]</b> 96/4 <b>shooting [1]</b> 130/24 <b>shop [2]</b> 135/15 136/16 <b>shopping [1]</b> 6/3 <b>short [4]</b> 26/5 84/11 85/8 87/7 <b>shortfall [2]</b> 101/9 101/13 <b>shorthanded [1]</b> 84/15 <b>shortlist [5]</b> 84/24 88/7 89/18 89/19 90/12 <b>shortly [1]</b> 77/5 <b>should [52]</b> 8/17 10/13 10/15 10/19 11/3 12/8 12/23 13/9 13/22 18/4 22/9 30/15 33/4 33/5 33/6 33/23 33/24 34/10 40/5 42/3 42/7 44/22 58/2 61/22 63/2 68/24 69/12 70/15 70/17 70/18 70/19 70/25 71/12 71/14 81/11 97/22 105/18 105/20	108/5 110/1 110/3 110/10 110/17 113/24 116/17 118/6 124/21 124/23 125/25 130/5 136/17 136/23 <b>shoulder [1]</b> 8/1 <b>shouldn't [3]</b> 21/18 40/14 63/8 <b>shout [2]</b> 15/7 19/20 <b>shout-out [1]</b> 19/20 <b>show [5]</b> 11/11 65/5 65/6 96/10 120/13 <b>showed [1]</b> 44/11 <b>showing [2]</b> 56/21 122/17 <b>shuffling [1]</b> 112/3 <b>Shut [1]</b> 21/17 <b>side [4]</b> 15/22 16/18 17/7 114/19 <b>sides [2]</b> 48/9 58/14 <b>Sierra [1]</b> 15/23 <b>signed [4]</b> 75/4 83/20 83/25 86/19 <b>significant [4]</b> 5/18 7/10 35/10 40/8 <b>signs [1]</b> 126/6 <b>silence [2]</b> 4/25 5/2 <b>similar [5]</b> 17/25 51/23 93/22 125/13 125/20 <b>simple [4]</b> 44/4 69/2 103/4 104/2 <b>simply [7]</b> 10/17 33/8 68/13 70/4 80/20 83/19 116/6 <b>since [13]</b> 9/25 12/12 17/22 38/1 59/4 61/19 67/19 68/1 76/17 100/1 111/5 117/18 118/5 <b>single [3]</b> 60/8 83/3 92/1 <b>sink [1]</b> 55/6 <b>sir [1]</b> 18/21 <b>sit [7]</b> 5/23 7/3 22/8 87/20 91/22 110/2 131/16 <b>sitting [6]</b> 65/20 70/22 87/19 110/19 125/15 130/22 <b>situation [11]</b> 11/5 16/22 40/21 52/12 52/17 84/10 84/20 112/6 113/19 127/8 130/7 <b>situations [1]</b> 17/25 <b>six [3]</b> 51/12 84/13 136/9 <b>size [1]</b> 19/6 <b>skate [2]</b> 131/1 131/21 <b>ski [4]</b> 3/10 13/6 66/15 121/18 <b>skills [1]</b> 108/22 <b>skipped [2]</b> 123/16 123/18 <b>slight [1]</b> 119/20 <b>slightly [4]</b> 33/12 57/23 72/12 99/13 <b>slim [1]</b> 121/18 <b>slotted [1]</b> 112/21 <b>small [13]</b> 9/2 18/1	41/21 42/21 48/25 52/6 57/20 58/12 58/20 61/11 68/4 68/6 87/6 <b>smell [3]</b> 23/2 23/22 24/14 <b>Smith [4]</b> 1/24 138/4 138/18 138/20 <b>snack [2]</b> 135/15 136/16 <b>snowballed [1]</b> 52/14 <b>Snowflake [1]</b> 134/21 <b>so [106]</b> 6/9 10/3 10/5 10/21 11/18 13/9 17/17 19/6 20/9 24/6 24/22 24/23 26/7 26/11 26/19 30/13 30/17 30/20 31/3 31/8 33/17 36/6 36/15 37/19 38/25 40/20 41/17 44/7 45/6 47/12 49/20 50/7 53/5 54/14 57/24 58/13 58/19 61/8 63/13 64/17 65/9 69/11 69/13 69/16 69/25 70/2 70/12 71/21 72/6 73/3 76/8 79/17 79/23 80/5 83/5 84/5 84/7 86/7 87/4 87/9 87/16 89/2 89/15 90/4 91/25 93/5 93/20 94/8 95/5 95/11 99/1 99/5 99/22 100/5 102/22 105/25 106/11 106/23 107/21 108/2 108/14 109/1 109/10 109/22 112/1 113/4 113/9 115/14 116/7 117/19 120/16 120/19 125/4 125/19 128/18 128/20 129/2 129/15 129/16 130/16 131/25 132/17 134/2 135/5 135/18 136/21 <b>sold [5]</b> 10/24 38/16 38/25 41/7 43/24 <b>sole [1]</b> 76/15 <b>solicit [1]</b> 125/21 <b>solid [1]</b> 58/21 <b>solution [8]</b> 8/11 19/9 19/18 58/13 61/5 81/6 93/20 99/3 <b>solutions [5]</b> 18/11 19/23 60/25 61/3 71/10 <b>solved [2]</b> 92/20 93/3 <b>some [80]</b> 5/14 9/9 18/25 19/9 26/10 26/18 29/16 29/21 30/2 34/6 34/16 35/5 35/7 37/2 38/22 38/23 40/3 40/18 42/21 44/12 45/25 46/3 47/20 48/25 50/7 53/11 53/18 57/2 57/22 58/8 58/10 58/12 58/13 60/18 60/20 60/25 61/12 63/19 65/1 68/18 70/2 71/9 71/25 73/1 73/2 76/1 78/8 78/25 88/5 89/6 93/25 94/24 99/6 99/18 100/8 100/15 100/15 100/22 103/17 104/4 105/23	107/3 107/4 107/14 107/23 108/11 109/13 118/2 119/24 120/12 120/18 121/6 121/10 125/14 127/1 127/12 129/12 129/17 131/10 132/14 <b>somebody [21]</b> 20/21 63/11 70/3 70/21 73/10 76/14 79/6 79/8 79/14 80/18 94/4 109/3 111/20 112/11 113/8 113/9 113/16 114/20 114/24 116/25 117/9 <b>someone [12]</b> 16/6 44/3 45/5 45/12 65/17 80/8 85/22 94/1 109/1 110/13 113/5 118/9 <b>someone's [3]</b> 31/7 64/1 80/11 <b>something [33]</b> 7/7 11/19 17/12 19/5 21/20 31/4 35/12 39/14 39/18 44/6 44/7 50/11 51/8 51/17 51/24 52/6 54/3 58/5 60/6 63/1 64/15 65/24 72/15 72/20 73/5 75/3 75/12 75/22 80/20 103/13 105/20 125/25 131/19 <b>sometime [1]</b> 63/15 <b>sometimes [4]</b> 72/4 72/5 91/12 109/9 <b>soon [4]</b> 37/20 61/9 61/10 131/12 <b>sooner [2]</b> 37/22 37/23 <b>sorry [2]</b> 12/1 128/10 <b>sort [14]</b> 40/18 53/14 53/23 55/3 65/1 73/2 78/25 88/6 90/1 90/6 91/5 120/12 129/17 131/4 <b>sorts [2]</b> 77/13 112/12 <b>sound [1]</b> 100/17 <b>sounds [4]</b> 63/11 104/12 122/4 129/23 <b>sources [4]</b> 12/6 13/1 120/9 122/19 <b>Southwood [2]</b> 1/14 4/8 <b>space [1]</b> 60/5 <b>sparked [1]</b> 125/11 <b>speak [9]</b> 17/25 19/14 28/23 62/17 76/9 94/1 129/6 129/15 130/15 <b>speaking [4]</b> 5/16 63/21 90/19 96/5 <b>special [2]</b> 68/10 108/20 <b>specific [4]</b> 74/12 87/3 124/5 124/8 <b>specification [1]</b> 81/3 <b>speed [2]</b> 6/8 109/17 <b>spend [2]</b> 61/24 100/8 <b>spending [3]</b> 33/25 103/19 104/17 <b>spent [3]</b> 31/23 104/7 129/13 <b>spill [1]</b> 50/6
----------	---	---	--	--

<b>S</b>	<b>statute [1]</b> 105/16 <b>statutory [2]</b> 74/22 75/2 <b>stay [3]</b> 34/13 60/5 125/13 <b>staying [1]</b> 101/3 <b>steer [1]</b> 113/10 <b>stems [1]</b> 56/10 <b>stereotype [2]</b> 138/8 138/12 <b>step [2]</b> 105/13 105/14 <b>steps [1]</b> 66/7 <b>sticky [1]</b> 33/6 <b>still [19]</b> 11/14 16/11 17/6 43/16 44/12 50/2 68/13 80/17 80/18 89/15 94/16 97/9 101/1 101/22 107/1 107/16 107/17 108/15 110/20 <b>stood [1]</b> 11/2 <b>Stop [1]</b> 23/3 <b>stopped [1]</b> 17/4 <b>stopping [1]</b> 24/19 <b>straight [3]</b> 116/13 136/8 136/21 <b>straightforward [1]</b> 105/19 <b>strange [2]</b> 35/22 85/11 <b>Stranton [1]</b> 136/11 <b>strategic [2]</b> 12/15 41/22 <b>strategically [1]</b> 96/11 <b>strategies [1]</b> 100/16 <b>strengthen [1]</b> 85/14 <b>stress [2]</b> 68/25 111/24 <b>stressed [1]</b> 99/16 <b>strong [1]</b> 108/22 <b>structural [1]</b> 54/2 <b>structure [1]</b> 71/23 <b>struggle [1]</b> 51/22 <b>stuck [1]</b> 57/6 <b>study [3]</b> 133/15 134/10 135/7 <b>stuff [2]</b> 59/22 104/1 <b>subfunds [1]</b> 135/13 <b>subject [1]</b> 124/22 <b>submit [2]</b> 36/10 120/7 <b>submitted [2]</b> 26/22 27/2 <b>subsidies [1]</b> 35/14 <b>subsidize [4]</b> 24/9 42/3 42/8 58/19 <b>subsidizing [3]</b> 35/7 43/13 44/23 <b>success [3]</b> 10/10 10/11 60/18 <b>such [4]</b> 8/5 65/4 72/24 89/5 <b>suddenly [2]</b> 33/17 52/3 <b>Sue [2]</b> 29/7 106/13 <b>Sue's [1]</b> 118/9 <b>suggest [3]</b> 39/24 59/9 91/10 <b>suggested [4]</b> 33/13 53/4 62/13 69/24 <b>suggesting [2]</b> 69/8 132/13	<b>suggestion [2]</b> 21/6 132/23 <b>suggestions [2]</b> 40/22 58/2 <b>sum [1]</b> 46/3 <b>summary [3]</b> 120/5 120/8 122/17 <b>summer [1]</b> 62/10 <b>Summers [1]</b> 127/2 <b>supervisors [1]</b> 35/20 <b>supplemental [1]</b> 12/5 <b>suppliers [1]</b> 14/12 <b>support [11]</b> 9/16 42/11 58/24 85/10 99/11 105/24 118/4 118/23 120/14 121/13 121/14 <b>supporting [1]</b> 103/25 <b>supposed [1]</b> 77/8 <b>supposedly [1]</b> 99/19 <b>sure [27]</b> 9/6 16/4 20/9 34/8 35/1 35/16 39/14 45/2 50/3 54/7 65/4 72/3 78/9 81/25 96/8 99/16 101/3 103/14 111/21 114/24 117/10 121/18 127/8 130/16 131/16 131/25 133/17 <b>surface [1]</b> 31/1 <b>surprised [1]</b> 41/1 <b>surprises [1]</b> 120/25 <b>suspect [1]</b> 135/3 <b>suspended [1]</b> 20/13 <b>swallow [1]</b> 54/25 <b>Swenson [1]</b> 7/19 <b>system [19]</b> 40/11 40/14 40/20 40/20 50/25 51/6 55/17 68/2 98/21 98/22 110/14 111/7 133/25 134/3 134/5 134/13 134/13 134/24 135/3	<b>21/9</b> <b>talk [5]</b> 22/12 22/13 22/20 108/17 130/5 <b>talked [3]</b> 18/19 85/17 111/14 <b>talking [12]</b> 17/12 21/15 22/6 22/10 45/10 59/9 61/20 72/22 73/4 74/17 75/10 84/6 <b>target [1]</b> 44/13 <b>targeting [1]</b> 44/15 <b>tariff [1]</b> 57/23 <b>tasked [1]</b> 85/25 <b>taxation [2]</b> 26/23 68/9 <b>taxpayer [1]</b> 42/6 <b>taxpayers [2]</b> 42/3 44/22 <b>team [7]</b> 70/1 85/14 99/16 108/19 111/1 111/5 112/10 <b>tear [2]</b> 50/24 62/23 <b>technically [1]</b> 101/12 <b>tell [7]</b> 51/15 61/23 62/3 63/2 87/22 109/12 112/22 <b>telling [2]</b> 20/20 21/2 <b>temp [9]</b> 107/10 107/12 107/22 108/11 108/21 109/8 109/19 110/2 116/21 <b>temporarily [2]</b> 24/19 118/10 <b>temporary [3]</b> 107/23 114/21 116/23 <b>ten [1]</b> 87/12 <b>tend [2]</b> 34/13 42/11 <b>tends [1]</b> 65/2 <b>tennis [1]</b> 23/14 <b>term [2]</b> 58/13 99/14 <b>terms [11]</b> 33/22 34/23 68/5 69/20 74/11 88/10 90/4 90/15 96/5 105/10 111/22 <b>than [14]</b> 6/20 28/13 33/12 55/5 55/25 57/12 68/12 83/11 86/11 105/24 110/5 114/19 117/17 136/14 <b>thank [45]</b> 5/3 7/17 9/22 15/14 17/14 22/14 24/15 24/18 24/23 28/16 30/2 34/24 35/25 37/11 37/16 39/23 40/22 40/24 44/24 45/24 66/8 70/6 75/9 93/20 94/20 95/15 97/6 97/7 99/9 102/5 102/6 104/22 107/7 109/5 111/11 117/14 118/22 122/22 126/13 128/4 132/9 132/24 132/25 136/24 137/7 <b>that [718]</b> <b>that year [1]</b> 21/12 <b>That'll [1]</b> 5/4 <b>that's [61]</b> 9/20 18/5 18/11 19/25 23/7 23/9 24/22 25/9 26/19 29/25 30/25 33/19 35/12	<b>39/14 39/15 39/19 42/4</b> 42/15 44/18 45/10 51/17 51/19 54/25 55/1 56/10 56/18 57/11 58/5 59/22 60/3 63/18 64/14 69/22 71/9 72/24 73/3 75/17 77/24 79/6 80/6 83/15 85/22 86/21 91/10 93/19 100/24 105/13 108/18 109/15 110/18 112/15 114/6 114/25 116/11 120/23 122/2 125/10 130/4 133/20 133/25 135/19 <b>their [29]</b> 8/1 8/1 8/20 26/19 38/24 39/16 48/22 49/5 49/7 50/24 51/1 52/21 52/21 52/25 53/15 54/7 57/1 58/7 62/10 62/22 71/8 90/22 90/24 91/1 91/2 109/14 115/8 117/20 129/14 <b>them [43]</b> 8/4 9/1 14/5 14/5 20/19 29/9 34/24 36/25 47/25 50/17 50/24 51/15 53/4 53/10 53/14 53/21 54/5 55/2 56/24 59/20 60/10 61/23 62/3 62/23 68/12 69/10 78/20 79/20 89/6 91/14 109/17 110/21 112/12 116/7 117/7 118/2 120/19 127/9 129/3 129/6 129/7 129/8 129/9 <b>themed [1]</b> 11/3 <b>then [63]</b> 8/17 13/8 16/16 18/15 18/23 20/11 25/8 25/12 26/16 26/21 27/2 27/6 27/13 29/5 32/9 49/2 49/13 49/17 50/10 51/14 52/3 52/12 52/15 53/23 55/20 60/6 61/8 61/13 70/3 71/2 71/16 74/25 76/25 77/5 79/10 80/8 88/1 89/6 89/18 92/12 92/17 92/25 93/5 93/7 93/11 94/4 95/12 105/14 106/13 106/15 107/23 112/12 113/18 115/10 116/19 117/12 117/23 120/11 127/14 129/20 129/22 130/23 134/6 <b>then-board [1]</b> 74/25 <b>then-General [1]</b> 32/9 <b>there [101]</b> 5/17 6/1 10/5 10/22 11/8 13/25 14/21 16/6 16/10 20/4 20/8 22/1 24/1 27/23 27/24 27/24 31/19 33/22 33/24 38/14 38/19 39/7 40/3 40/4 40/7 41/8 44/12 45/21 46/1 46/16 48/13 49/14 51/4 52/1 52/3 52/4 52/6 52/8 54/1 54/13 56/18 57/20 57/21
----------	---	--	---	---

<b>T</b>	91/3 91/9 92/21 92/22 92/23 93/12 100/23 110/3 112/10 112/13 113/2 113/19 114/25 115/2 115/8 115/10 117/5 117/19 117/21 117/21 127/8 127/13 129/11 129/13 129/13 129/17 129/25 130/2 130/2 132/19 132/19 134/15 134/16 134/16 136/6 136/16	<b>thoughts [3]</b> 5/21 10/6 64/22 <b>thousand [2]</b> 33/17 101/9 <b>thousands [2]</b> 51/16 64/11 <b>threat [1]</b> 7/6 <b>threatening [2]</b> 7/5 9/21 <b>three [8]</b> 19/7 76/22 82/7 83/23 102/8 110/18 135/8 136/19 <b>three at [1]</b> 83/23 <b>three minutes [1]</b> 135/8 <b>three or [1]</b> 136/19 <b>three positions [1]</b> 110/18 <b>Three-minute [1]</b> 102/8 <b>through [37]</b> 16/17 18/7 18/12 18/12 18/23 19/9 25/25 34/19 38/9 38/14 45/20 46/15 46/23 50/6 54/17 57/11 62/5 62/6 62/6 67/16 68/8 68/9 68/16 75/18 82/17 86/24 91/23 96/11 100/25 102/18 105/4 107/23 118/4 119/18 126/17 128/22 131/15 <b>throwing [1]</b> 124/14 <b>thrown [1]</b> 45/4 <b>throws [1]</b> 50/22 <b>tied [1]</b> 63/1 <b>Tiers [3]</b> 17/19 52/2 52/17 <b>tight [1]</b> 100/24 <b>time [47]</b> 5/23 7/21 9/8 9/22 12/1 16/20 18/15 18/15 24/16 27/24 29/4 31/9 48/15 60/2 63/19 65/25 67/19 67/20 67/23 68/1 69/3 70/4 71/22 83/10 86/1 86/10 86/19 87/7 89/5 90/16 93/24 94/15 97/14 97/15 98/15 100/8 103/18 103/19 104/7 108/7 115/19 117/6 120/6 125/16 125/17 130/3 130/19 <b>timeline [2]</b> 131/4 131/7 <b>timely [1]</b> 110/4 <b>times [6]</b> 19/8 47/20 113/17 133/9 136/9 136/19 <b>Titanic [1]</b> 112/3 <b>titles [2]</b> 71/21 71/22 <b>today [2]</b> 5/9 28/23 <b>together [7]</b> 5/14 19/18 19/23 29/16 52/19 57/20 58/11 <b>told [8]</b> 28/19 41/16 64/9 89/10 108/10 122/5 136/8 136/18 <b>tomorrow [2]</b> 107/20 108/16	<b>tonight [6]</b> 10/1 20/5 61/25 128/6 135/20 136/9 <b>TONKING [13]</b> 2/6 4/21 12/23 27/16 71/17 72/20 73/4 78/21 79/4 92/13 94/18 128/8 128/15 <b>Tonking's [3]</b> 77/25 88/4 88/16 <b>Tony [1]</b> 19/20 <b>Tonya [2]</b> 18/1 19/16 <b>Tonya's [1]</b> 6/11 <b>too [8]</b> 54/18 61/1 61/9 61/10 109/21 110/15 128/15 136/23 <b>took [9]</b> 15/25 16/2 17/1 17/2 31/9 44/3 118/18 128/15 138/8 <b>tools [3]</b> 54/14 55/18 116/20 <b>toolshed [1]</b> 54/15 <b>top [1]</b> 101/3 <b>topic [3]</b> 124/5 124/8 124/24 <b>topics [1]</b> 123/25 <b>total [3]</b> 20/25 30/19 31/6 <b>totally [4]</b> 41/7 64/21 79/7 101/22 <b>touch [1]</b> 50/13 <b>tournament [1]</b> 27/11 <b>toward [2]</b> 18/14 19/18 <b>towards [2]</b> 16/3 45/8 <b>town [19]</b> 3/15 6/4 6/7 27/8 49/4 49/21 51/15 57/18 64/13 123/18 123/19 123/21 125/5 125/12 126/8 132/11 132/18 132/23 134/4 <b>tracked [1]</b> 40/7 <b>train [1]</b> 111/10 <b>training [1]</b> 109/17 <b>transcribed [1]</b> 138/9 <b>transcript [2]</b> 1/9 138/11 <b>transcription [1]</b> 138/12 <b>transferred [1]</b> 77/6 <b>transit [1]</b> 125/4 <b>transitioning [1]</b> 100/21 <b>transparency [3]</b> 20/25 30/22 86/2 <b>transparent [3]</b> 30/18 84/5 95/5 <b>trap [1]</b> 55/8 <b>treasurer [3]</b> 2/7 27/3 38/1 <b>treat [1]</b> 43/6 <b>treated [1]</b> 16/19 <b>treatment [3]</b> 47/9 47/10 134/10 <b>Tree [2]</b> 52/19 62/12 <b>trend [1]</b> 77/10 <b>trial [1]</b> 109/2 <b>Tribune [1]</b> 16/24 <b>tried [2]</b> 49/24 84/21 <b>triggering [1]</b> 64/22	<b>trolling [1]</b> 113/20 <b>Troon [8]</b> 9/11 9/15 9/16 14/10 14/16 22/7 22/8 22/9 <b>trouble [2]</b> 20/17 20/17 <b>Trout [1]</b> 11/19 <b>TRPA [1]</b> 50/6 <b>Truckee [3]</b> 15/18 15/24 16/14 <b>trucks [4]</b> 30/9 30/17 33/15 33/21 <b>true [2]</b> 6/14 138/12 <b>truly [2]</b> 65/16 113/7 <b>trustee [57]</b> 4/15 4/17 4/19 4/21 4/23 7/19 15/2 16/5 23/19 25/8 27/16 27/16 27/17 30/4 45/1 53/24 62/18 63/22 65/14 71/17 71/17 72/10 72/19 72/19 73/3 73/13 76/5 76/5 76/8 77/25 78/21 79/4 79/4 83/14 85/15 87/13 87/20 87/21 88/4 88/15 91/14 92/2 92/5 92/9 92/13 93/22 94/18 100/17 104/14 118/15 118/18 120/21 128/8 128/15 129/5 131/5 131/18 <b>trustees [48]</b> 1/4 3/4 3/18 4/13 4/14 4/24 14/7 14/10 14/22 14/24 15/3 22/3 30/6 30/24 31/11 37/15 45/21 46/16 60/17 69/20 69/21 75/25 76/1 76/3 77/18 78/1 80/1 80/2 87/17 89/3 89/11 89/14 89/16 89/17 89/18 90/4 90/15 90/21 92/24 93/6 93/12 105/7 120/2 122/18 126/1 132/3 132/4 138/7 <b>truth [1]</b> 135/6 <b>try [10]</b> 6/8 7/11 47/7 47/9 54/15 57/2 62/14 121/1 124/23 126/1 <b>trying [7]</b> 8/2 17/10 48/20 55/1 67/18 108/2 124/25 <b>Tuesday [2]</b> 27/7 123/22 <b>TULLOCH [21]</b> 2/7 4/17 16/5 25/8 27/3 27/17 30/4 71/17 72/19 73/13 76/5 76/8 85/15 87/13 92/5 93/22 104/15 118/16 120/21 129/5 131/5 <b>tune [1]</b> 69/11 <b>turn [6]</b> 11/5 11/9 23/20 24/11 120/17 126/2 <b>turned [3]</b> 9/14 11/12 11/14 <b>turnout [1]</b> 131/9 <b>turns [1]</b> 35/22 <b>twice [2]</b> 19/4 129/14
----------	---	--	--	--

**T**  
**two [34]** 14/2 16/14  
35/7 36/12 36/14 48/7  
49/20 64/13 75/11  
75/15 75/20 76/22 82/7  
99/12 99/15 100/3  
101/18 102/8 107/9  
107/11 108/1 108/9  
108/13 110/17 114/4  
114/6 115/22 125/12  
135/13 135/13 135/14  
135/23 136/15 136/19  
**two hours [1]** 16/14  
**two months [1]** 14/2  
**two weeks [1]** 107/9  
**two years [4]** 36/12  
36/14 48/7 101/18  
**two-minute [1]** 102/8  
**Tyler [9]** 40/20 98/21  
99/13 109/15 110/12  
110/13 110/14 110/16  
111/6  
**type [3]** 22/3 71/14  
110/9  
**typewriting [1]** 138/10  
**Typically [1]** 105/16

**U**  
**ultimately [3]** 80/10  
88/19 114/13  
**unaware [1]** 64/19  
**uncontrolled [1]** 47/7  
**under [15]** 31/25 32/1  
33/25 42/9 48/19 50/14  
64/6 80/12 83/7 91/10  
105/3 105/11 116/19  
129/19 133/2  
**underground [1]** 51/18  
**undersized [2]** 59/15  
59/19  
**understaffed [1]**  
109/23  
**understand [34]** 5/23  
6/4 9/4 13/17 20/2  
20/10 31/6 41/23 42/18  
43/3 43/20 47/18 48/6  
48/18 48/20 48/24  
49/22 50/20 51/10  
53/25 59/2 64/8 65/10  
65/21 66/2 83/4 83/9  
90/19 104/17 109/5  
129/12 129/16 133/12  
136/13  
**understanding [7]**  
36/5 43/23 51/22 53/2  
57/16 66/6 121/23  
**understands [1]** 109/2  
**understood [15]** 36/17  
45/18 46/12 74/20  
75/21 82/20 95/15  
96/12 99/9 101/25  
103/2 116/16 125/6  
126/10 130/25  
**unfair [1]** 91/7  
**unfairly [1]** 58/6  
**unfamiliar [1]** 109/15  
**unfortunately [4]** 41/4  
49/12 54/23 83/6

**uniform [5]** 50/14 56/9  
56/11 56/12 61/2  
**unintended [2]** 51/11  
63/5  
**unintentionally [1]**  
91/2  
**unique [1]** 11/17  
**unless [5]** 63/10 90/21  
91/3 112/5 122/7  
**unloading [1]** 58/6  
**unprofessional [1]**  
42/4  
**unreasonable [1]**  
134/11  
**unsuitable [1]** 79/7  
**until [4]** 62/5 64/20  
89/5 127/25  
**unwind [1]** 22/2  
**up [63]** 5/10 5/14 6/2  
6/8 6/22 6/25 10/10  
11/8 11/11 16/19 17/6  
19/25 20/14 23/2 23/22  
24/14 26/4 28/24 29/5  
32/7 35/15 43/21 49/18  
50/24 56/17 58/21 59/4  
59/15 63/10 63/11 72/6  
75/22 78/4 78/20 79/10  
80/22 89/12 89/14  
89/18 91/20 94/19 99/6  
101/10 104/15 105/9  
105/14 107/8 108/15  
109/17 110/13 110/14  
113/1 113/2 124/2  
124/9 124/21 125/15  
126/4 128/9 129/22  
130/16 132/14 133/12  
**UPC [2]** 55/11 60/14  
**update [7]** 3/18 28/22  
36/20 37/1 128/24  
130/7 130/14  
**updated [2]** 27/4 63/17  
**updates [3]** 100/23  
132/3 132/5  
**upon [3]** 9/4 52/7 71/6  
**upset [1]** 72/1  
**us [50]** 5/13 5/17 5/18  
6/5 6/7 6/16 6/24 6/25  
7/2 7/7 7/8 18/6 18/17  
19/4 19/6 20/7 21/2  
21/4 22/24 23/4 23/6  
23/8 28/19 28/22 29/19  
39/12 43/22 44/1 48/3  
49/8 61/2 63/5 64/10  
64/18 64/19 75/13  
93/20 95/24 100/11  
104/8 104/16 112/6  
115/1 116/23 118/3  
126/12 131/8 134/8  
134/25 135/6  
**use [7]** 5/23 30/8 30/14  
30/25 31/2 55/15  
122/11  
**used [2]** 49/21 72/7  
**user [1]** 68/8  
**users [2]** 44/22 44/23  
**uses [4]** 12/6 13/1  
120/9 122/19  
**using [3]** 41/5 109/8  
125/20

**usually [1]** 64/25  
**utilities [1]** 34/20  
**utility [3]** 13/18 133/14  
135/7  
**V**  
**vacant [3]** 60/6 112/24  
117/7  
**vacation [2]** 108/2  
108/14  
**vague [1]** 31/20  
**valid [1]** 94/3  
**valuable [1]** 72/13  
**value [2]** 8/19 11/23  
**valued [1]** 9/2  
**variable [1]** 45/8  
**variance [1]** 19/10  
**various [1]** 59/13  
**varying [1]** 87/1  
**vastly [1]** 68/12  
**venturing [1]** 90/12  
**venue [5]** 11/17 27/22  
28/13 30/3 34/2  
**venues [2]** 40/11 84/12  
**verify [2]** 29/19 45/22  
**version [4]** 63/16 63/17  
73/15 93/8  
**versus [3]** 53/24 60/8  
134/4  
**very [58]** 5/20 9/22  
15/4 16/22 17/9 18/13  
19/5 19/5 19/5 19/22  
21/9 26/9 28/6 31/20  
33/10 34/14 34/23 35/5  
35/6 35/24 39/1 44/9  
44/16 44/16 44/18  
45/24 47/11 57/4 64/22  
68/6 72/1 72/2 77/10  
77/11 87/2 87/5 87/6  
87/6 87/14 89/15 93/8  
94/3 94/11 95/9 95/20  
100/24 106/20 108/7  
111/12 112/16 112/21  
112/25 113/5 114/21  
115/21 116/14 131/7  
136/24  
**vet [2]** 90/6 116/7  
**veteran's [1]** 127/16  
**via [7]** 1/11 2/4 2/6 4/8  
80/21 133/5 138/7  
**viable [1]** 115/2  
**Vianney [4]** 1/24 138/4  
138/18 138/20  
**VICE [2]** 2/5 120/18  
**victims [1]** 5/1  
**view [3]** 79/7 121/20  
128/12  
**views [1]** 7/22  
**village [17]** 1/2 1/15  
4/1 4/6 5/8 7/20 12/4  
14/8 15/16 24/17 43/9  
52/19 58/18 62/12  
113/6 119/14 119/23  
**violate [1]** 80/7  
**violating [2]** 80/6 90/13  
**visibility [1]** 68/24  
**vision [1]** 11/1  
**visiting [1]** 19/8  
**voice [1]** 72/21

**voices [1]** 19/16  
**volunteer [1]** 58/23  
**vote [5]** 75/18 81/25  
82/3 100/11 119/5  
**voted [1]** 82/5  
**voter [1]** 42/6  
**voting [2]** 75/12 75/13  
**W**  
**wait [1]** 110/2  
**waiting [3]** 26/18 26/19  
129/7  
**waive [1]** 83/5  
**waiver [2]** 83/20 83/25  
**wake [4]** 23/2 23/22  
24/14 133/12  
**walk [1]** 92/5  
**walked [1]** 108/7  
**Walrack [1]** 9/24  
**want [34]** 18/25 20/9  
26/16 30/1 39/6 39/14  
39/19 44/24 45/2 73/10  
75/21 78/24 81/8 88/7  
90/25 91/9 97/21 101/2  
104/11 106/9 112/11  
113/23 114/2 116/4  
116/14 117/10 124/4  
126/18 127/5 128/7  
128/14 134/20 136/14  
137/6  
**wanted [16]** 9/17 17/23  
26/11 28/2 31/8 63/20  
71/18 86/2 86/22  
102/19 107/9 117/23  
121/19 125/21 129/2  
132/10  
**wanting [3]** 31/4 39/16  
89/7  
**wants [2]** 30/12 39/11  
**warning [1]** 34/15  
**was [147]**  
**Washoe [20]** 3/15  
18/19 20/18 20/20 26/3  
26/8 40/17 49/8 49/8  
52/5 52/12 56/9 59/10  
60/12 85/9 104/25  
105/2 116/18 118/8  
138/2  
**wasn't [7]** 19/15 36/24  
51/1 60/21 72/6 128/18  
134/11  
**waste [1]** 55/16  
**wastewater [1]** 55/17  
**water [3]** 57/23 58/7  
134/13  
**waterline [2]** 59/19  
59/20  
**waterlines [1]** 59/15  
**waters [1]** 113/14  
**way [10]** 18/2 57/20  
57/24 58/10 58/12  
60/18 74/11 78/25 79/5  
87/16  
**ways [3]** 57/2 57/21  
100/15  
**we [389]**  
**we'd [1]** 91/17  
**we'll [3]** 35/15 43/13  
61/14

**we're [110]** 4/7 5/11  
6/15 6/22 7/12 17/24  
20/17 20/18 21/1 21/15  
22/10 24/12 26/19  
29/20 30/22 33/21  
33/21 35/9 35/13 35/16  
36/8 37/5 37/6 41/5  
41/16 41/24 43/15 44/4  
44/14 44/17 44/20  
48/21 50/24 51/14  
53/14 53/20 54/21 55/1  
56/16 58/6 62/1 62/16  
62/21 63/17 63/22 64/9  
64/11 64/24 66/12 68/6  
68/10 68/11 68/22  
74/17 82/21 84/6 84/10  
84/14 85/6 85/7 85/11  
85/25 95/23 96/8  
100/17 101/3 101/12  
102/11 102/14 103/19  
103/20 104/1 107/20  
108/21 108/23 109/1  
110/19 112/3 112/6  
112/17 112/18 112/18  
112/19 113/8 113/10  
113/11 113/12 114/4  
114/5 114/22 115/20  
116/9 116/15 116/24  
117/8 118/11 121/7  
121/8 124/20 124/24  
129/7 129/18 129/18  
129/20 130/9 130/20  
130/20 130/24 133/21  
137/3  
**we've [39]** 11/11 22/3  
35/4 39/4 41/8 41/12  
41/15 43/14 53/4 56/22  
62/19 63/13 68/1 68/17  
69/14 75/3 75/4 77/12  
84/13 84/14 85/2 85/9  
95/18 99/21 103/9  
103/18 104/17 109/13  
110/5 110/15 110/22  
110/23 110/24 112/21  
112/23 112/24 113/22  
124/3 129/19  
**Wednesday [1]** 1/17  
**weeded [1]** 87/4  
**week [5]** 27/2 28/11  
59/5 116/9 128/20  
**weeks [10]** 9/10 14/14  
72/1 84/13 107/9  
107/11 108/1 108/10  
108/13 110/5  
**weigh [2]** 73/16 104/11  
**weight [1]** 97/22  
**welcome [2]** 22/11  
58/16  
**well [46]** 18/5 19/1  
19/1 20/18 22/23 26/7  
29/4 39/4 43/7 43/13  
46/4 47/14 48/5 48/11  
49/16 49/17 50/1 52/22  
55/10 57/15 60/3 60/24  
69/12 69/14 70/23  
73/15 83/18 94/17 95/9  
95/25 96/3 106/22  
107/4 109/11 111/21  
113/25 115/15 117/13

<b>W</b>	51/21 59/13 60/21 62/1 62/25 63/3 63/22 64/10 64/15 64/24 64/25 65/17 65/21 66/1 68/4 72/10 74/24 84/20 84/22 85/1 85/18 86/20 95/19 103/13 107/11 112/23 121/23 124/6 124/9 129/19 131/21 134/9 135/7	18/6 23/25 24/3 25/1 26/14 27/1 27/8 28/1 28/5 28/9 29/23 32/2 36/14 37/12 37/14 37/21 38/3 38/4 38/25 45/18 46/12 46/17 48/3 50/9 53/8 53/9 57/10 58/23 66/9 66/17 70/6 70/19 73/11 79/25 88/3 93/13 94/10 95/5 95/8 96/14 96/22 97/14 98/23 99/4 102/9 104/23 109/12 109/20 112/22 119/25 120/5 122/24 125/3 126/14 126/16 127/21 128/6 128/16 128/20 128/21 128/23 130/7 131/13	<b>worth [1]</b> 41/18 <b>worthwhile [2]</b> 121/3 121/5 <b>would [106]</b> 11/7 13/15 13/16 14/16 14/24 15/21 16/6 17/4 18/17 20/6 24/18 29/8 29/12 29/25 31/12 31/25 32/1 32/2 32/14 32/18 34/8 34/15 34/18 36/6 36/10 36/16 37/22 37/24 39/14 39/19 39/24 40/8 41/20 42/11 42/11 42/13 43/19 45/5 45/12 45/15 49/11 49/13 50/15 50/16 54/24 56/6 58/1 58/9 58/16 58/17 58/18 59/9 61/11 61/23 65/12 68/25 69/4 74/10 79/18 80/16 82/19 83/5 85/13 87/10 88/1 94/9 94/13 94/16 96/1 96/3 96/15 97/23 99/11 100/14 100/20 100/22 101/5 104/8 104/10 105/14 106/16 107/5 109/7 109/10 109/10 109/17 110/4 114/11 115/14 115/15 120/6 120/6 120/11 120/17 124/7 124/8 125/7 125/14 125/24 126/1 126/5 130/2 131/12 135/4 135/5 135/6 <b>wouldn't [2]</b> 19/15 19/19 <b>wow [1]</b> 34/17 <b>Wright [1]</b> 20/15 <b>writing [1]</b> 31/10 <b>written [6]</b> 3/15 18/21 22/17 104/25 105/2 105/12 <b>wrong [4]</b> 22/4 22/22 75/24 79/16 <b>wrongly [1]</b> 46/6	<b>years [15]</b> 12/11 15/11 17/21 20/16 23/18 28/9 36/12 36/14 48/7 49/4 51/12 63/3 63/4 76/21 101/18 <b>Yep [2]</b> 93/2 103/5 <b>yes [24]</b> 11/10 18/21 25/7 25/14 37/16 38/12 53/20 57/9 70/13 73/7 74/4 74/10 74/19 92/4 92/8 92/11 92/15 94/7 106/11 114/10 116/4 122/12 129/8 130/2 <b>yesterday [3]</b> 21/22 106/15 106/19 <b>yet [6]</b> 11/13 34/19 54/21 56/22 68/13 100/10 <b>Yolanda [1]</b> 24/16 <b>you [202]</b> <b>you'd [1]</b> 21/17 <b>you'll [2]</b> 51/17 115/25 <b>you're [28]</b> 22/4 23/5 24/8 24/13 38/1 49/15 49/17 53/20 56/21 61/20 64/16 65/21 72/22 85/16 85/21 87/21 88/16 88/23 89/17 90/12 95/24 99/5 100/21 115/23 123/15 131/5 135/2 136/9 <b>you've [9]</b> 21/20 24/12 56/17 56/19 57/5 95/24 132/15 132/15 132/17 <b>your [45]</b> 9/5 9/22 14/16 17/10 17/13 22/22 25/25 28/21 34/12 34/12 34/25 38/10 38/11 43/3 43/19 43/22 45/1 46/23 49/10 49/18 50/8 51/20 56/18 56/21 59/9 60/12 65/13 67/17 71/2 80/13 82/17 87/22 92/21 102/18 105/5 105/9 105/25 119/17 126/17 128/12 132/17 134/3 134/20 134/25 136/21 <b>yours [2]</b> 46/24 98/16 <b>yourself [1]</b> 115/6
<b>well... [8]</b> 117/15 118/6 124/5 131/2 133/21 134/1 134/6 134/7 <b>went [4]</b> 18/18 19/7 43/20 123/17 <b>were [57]</b> 11/20 12/13 12/14 13/3 13/6 13/7 16/9 16/19 19/4 19/6 30/17 30/18 33/6 33/16 36/22 37/1 37/4 40/7 45/10 50/1 52/24 53/1 59/15 62/9 64/10 64/19 68/4 75/25 76/2 76/3 83/22 83/23 84/2 84/3 84/23 85/20 85/20 85/24 86/3 89/10 97/18 104/7 108/10 108/10 110/20 114/10 115/18 119/25 125/10 125/12 126/25 127/2 128/6 128/23 131/21 133/18 134/14 <b>weren't [3]</b> 33/15 89/3 112/13 <b>whack [1]</b> 44/7 <b>what [104]</b> 5/22 6/4 6/6 6/18 7/4 7/6 13/15 17/24 18/24 20/4 20/20 21/14 22/22 22/23 23/4 23/7 23/9 26/19 29/9 29/25 30/13 30/18 30/23 30/24 31/23 33/12 37/5 37/6 37/7 39/10 39/10 41/24 42/20 43/23 43/24 45/5 45/10 45/15 47/2 47/22 48/1 49/6 49/24 54/11 56/1 56/16 56/17 56/19 56/20 59/10 60/13 60/24 61/14 61/21 63/3 63/3 64/1 64/2 65/1 67/19 67/21 72/18 76/11 79/17 81/8 82/25 87/3 87/4 87/9 87/24 87/25 88/6 89/15 89/16 89/17 93/7 93/23 95/20 97/10 97/22 98/24 99/4 99/21 104/17 106/5 107/6 108/5 108/12 108/20 109/2 109/11 111/15 111/21 113/18 113/23 124/14 125/10 127/17 130/6 131/14 133/17 134/3 135/1 136/4 <b>what's [9]</b> 11/10 20/3 20/3 40/6 55/8 94/3 129/12 133/13 133/20 <b>whatever [5]</b> 34/1 43/21 43/25 65/8 98/20 <b>when [57]</b> 7/3 7/10 16/17 16/24 17/5 18/18 21/12 22/5 24/2 29/2 30/22 31/5 32/8 33/9 35/17 39/25 40/16 41/11 43/18 44/20 47/22 49/6 51/1 51/13	<b>where [35]</b> 5/23 6/10 18/16 23/24 29/14 29/20 37/1 44/10 46/9 52/12 54/25 56/10 57/6 57/19 59/6 59/18 59/22 60/2 66/6 68/2 68/7 73/4 74/8 75/3 75/4 78/14 84/10 85/4 91/13 93/13 97/15 97/15 127/8 127/13 130/21 <b>wherever [1]</b> 41/11 <b>whether [14]</b> 43/23 50/1 54/16 65/7 73/9 80/12 103/21 103/22 113/19 113/20 117/5 121/3 121/9 127/23 <b>which [24]</b> 7/23 9/5 10/14 10/17 11/25 15/4 16/7 17/2 22/25 33/19 35/21 55/8 55/23 56/1 76/13 83/11 86/12 99/24 99/25 108/21 114/18 124/10 134/14 135/20 <b>while [10]</b> 63/12 81/1 91/7 94/4 110/8 113/10 113/11 113/11 114/22 128/9 <b>white [2]</b> 2/13 70/3 <b>who [42]</b> 15/10 15/10 22/1 22/13 29/7 52/2 61/2 69/17 71/19 71/20 72/7 77/23 79/8 83/5 83/20 84/1 84/3 84/6 85/19 86/2 86/3 86/18 86/19 87/6 87/22 94/1 106/13 108/21 108/24 109/1 109/3 111/20 113/2 113/5 113/9 114/14 114/15 114/24 116/5 117/24 134/13 134/16 <b>who's [1]</b> 134/7 <b>whole [2]</b> 11/5 47/17 <b>whom [1]</b> 24/7 <b>whose [1]</b> 114/16 <b>why [22]</b> 20/21 24/7 24/10 27/10 32/24 38/2 38/18 43/22 47/5 47/21 54/6 55/1 55/11 75/23 77/13 77/14 77/15 111/4 112/15 133/15 135/18 136/13 <b>wicket [1]</b> 33/7 <b>wide [1]</b> 8/5 <b>wide-ranging [1]</b> 8/5 <b>wife [1]</b> 17/20 <b>will [70]</b> 7/24 8/4 8/8 10/9 13/13 14/17 15/6	<b>work [32]</b> 5/14 19/10 19/18 24/19 38/2 45/19 45/20 46/14 46/15 49/23 52/11 52/13 53/6 53/9 53/18 53/19 54/16 55/1 58/13 61/11 62/6 92/2 103/22 104/4 106/24 107/3 110/13 118/2 121/1 127/2 127/23 128/24 <b>workable [1]</b> 8/11 <b>worked [1]</b> 34/11 <b>worker [2]</b> 107/10 109/9 <b>workers [2]</b> 107/12 108/11 <b>working [13]</b> 21/2 27/3 36/13 45/8 57/20 58/12 58/20 61/11 102/5 107/14 110/11 113/6 127/11 <b>works [7]</b> 47/3 47/12 50/13 56/2 62/5 62/5 106/13 <b>worry [1]</b> 117/20 <b>worse [4]</b> 8/7 22/4 33/8 76/11	<b>year [33]</b> 7/20 11/2 11/4 11/5 12/6 13/22 13/23 13/23 21/12 21/13 21/13 21/25 23/25 24/5 34/3 39/13 44/3 44/13 45/16 56/22 56/24 57/1 60/20 60/20 68/7 84/22 121/18 121/24 121/24 125/9 130/17 130/21 136/5 <b>year's [1]</b> 98/25	
		<b>Z</b>	<b>zero [2]</b> 46/3 98/12 <b>zoning [1]</b> 18/19 <b>Zoom [8]</b> 1/11 2/4 2/6 4/8 22/15 128/19 133/5 138/8	



# INVOICE

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

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

775-832-1218  
AP@ivgid.org

**Invoice Number:** IVGID 53

**Invoice Date:** September 27, 2024

**Payment Due:** October 11, 2024

**Amount Due (USD):** \$1,178.00

Items	Quantity	Price	Amount
<b>Base fee</b> September 11, 2024 BOT meeting	1	\$350.00	\$350.00
<b>Per page fee</b> September 11, 2024 meeting	138	\$6.00	\$828.00

**Total:** \$1,178.00

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**Amount Due (USD):** \$1,178.00

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL SEPTEMBER  
11, 2024 MEETING – AGENDA ITEM G(4) – POSSIBLE REQUEST  
FOR FINANCIAL REPORTING HELP FROM WASHOE COUNTY!**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, deceit, non-transparency, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District! I keep telling the Board it's essentially everything these people do. EVERYTHING! And now it's the Board's admission and recognition we're not capable of properly managing ourselves when it comes to financial reporting. And that's the purpose of this written statement.

**My September 6, 2024 E-Mail to The Board**<sup>2</sup>: On September 6, 2024 I sent the Board an e-mail wherein I highlighted the disastrous history of our Finance Department, and the problems we are facing because of the financial games staff have been playing for decades. Rather than recounting the substance of my comments, I refer the reader to Exhibit "A."

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated, and deceitful staff get replaced by even more unqualified, more incompetent and more over compensated, and more deceitful staff. Engaging in activities having nothing directly to do with furnishing facilities for public recreation, yet costing local parcel owners dearly insofar as their Recreation ("RFF") and Beach ("BFF") Facility Fees are concerned. As I have pointed out so many times before, these examples are all the "red flags" of a criminal syndicate<sup>3</sup>. And that's what we have here! You wonder why your RFF and BFF continue as involuntary financial subsidies, and are as high as they are? And why we're in the financial mess we're in? Now I've provided more evidence. Wake up and smell the coffee Mrs. Bueller!

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees (for the)...district is not complying with the provisions of...any...law," when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as

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

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

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

the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court...for the appointment of a receiver... or, (d) determine...that management and organization of the district will remain unchanged?" Don't you think the time has come to become fiscally responsible by having the county assume supervision and jurisdiction over the district?

If we can't hire a Finance Director, it's not the county's fault. **IT'S OUR FAULT!** The District got itself into this mess. Let it get itself out. And if it can't, then it's time to close shop! The benefit of closing shop will be that all of these stupid money losing commercial businesses will have to end. Because obviously, again, we're not capable of properly managing ourselves.

I've said it many times before, and I will say it again. **IVGID IS NOT CAPABLE OF BEING FIXED.** Getting help from the County won't change the inevitable. It will just cost local parcel owners even more!

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

## **EXHIBIT "A"**

## Sep 11, 2024 IVGID BOT Meeting - Agenda Item G(4) - Approve a Written Request to Washoe County for Interim Finance Director and Related Services

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**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>  
**Subject:** Sep 11, 2024 IVGID BOT Meeting - Agenda Item G(4) - Approve a Written Request to Washoe County for Interim Finance Director and Related Services  
**Date:** Sep 6, 2024 4:25 PM

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Chairperson Schmitz, Other Honorable Members of the IVGID BOT, and Trustee Candidates Mick and Michelle -

Well this one is a joke. "Seek(ing) assistance in providing (an) Interim Finance Director and related advisory services." You mean you can't find your own interim Finance Director? Or permanent Finance Director? Or "related advisory services" which sounds to me like a finance department? I'm sorry. If you can't properly manage the finances of the District, the time has come to close shop. Pure and simple.

So who has brought this item to the BOT for possible approval? Answer: Sergio

Who has drafted the staff memo in support? Answer: Sergio

Who will be asking for payment for the two items noted above? Answer: Sergio

What is Sergio asking the BOT to do? Answer: "Staff recommends that the Board formally authorize a written request to Washoe County for an Interim Director of Finance and related advisory support." Really. **What staff would that be?** Is Sergio staff? Then why does he refer to himself as the same?

What work is Sergio proposing to do? Answer: "If approved, staff would **negotiate a reimbursement agreement with the County** that would be brought back for Board approval." What "crack" staff do we have which would be negotiating such an agreement with the county? Wouldn't that be Sergio?

Who's going to do the legal work to draft/assist in drafting such an agreement with the county? Answer: Sergio.

Does anyone other than me see a conflict of interest here? Answer: Why don't we ask Sergio?

But wait. There's more!

Check out agenda item G(2): "Appoint Interim General Manager, Consider Candidate (s): Karen Crocker for Interim General Manager; and Set Salary for Interim General Manager." Who is the "requesting staff member" who has brought this matter to the Board for approval? Answer: Sergio. Again.

Who is the District employee proposed to be benefited? Answer: Karen Crocker.

Now check out agenda item G(3): "Discussion, and Possible Direction relating to a Legal Services." Who is the "requesting staff member" who has brought this matter to the Board for approval? Answer: Karen Crocker.

Who is the sub-contractor proposed to be benefited by this scope of work? Answer: Sergio.

It's the Sergio and Karen Crocker show! And like I asked, does anyone other than me see a conflict of interest here? Answer: Why don't we ask Sergio? Or Karen Crocker?

Continuing, how much do we propose paying the county for "an Interim Director of Finance and related advisory support?" If we're offering a new Director of Finance \$214K-\$230K just in salary, plus benefits (check out the District's jobs page), how much do you think we're going to have to pay the county? And **have we budgeted this sum for this service?** On top of everything else?

Wake up people! This District is not capable of being properly managed. One of the grounds under NRS 318.515(1) for county notification is present! So now move onto NRS 318.490(1) which states that "if the board of trustees of a district, by resolution...agrees to...a merger, consolidation or dissolution...because...it (is) in the best interests of the county and of the district...the board of county commissioners shall so determine by ordinance." That's the resolution required here. One which answers the question whether the District should be merged, consolidated or dissolved.

According to staff, Alternatives: "**Do not authorize contacting the County.**" That's what I recommend. We got ourselves into this mess. I say let's see us get ourselves out of it.

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL SEPTEMBER  
11, 2024 MEETING – AGENDA ITEM F(2) – POSSIBLE RENEWAL  
OF THAT FINANCIAL DISASTER KNOWN AS THE HYATT  
HOTEL SPORT SHOP!**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, deceit, non-transparency, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District! I keep telling the Board it's essentially everything these people do. EVERYTHING! And now it's renewal of that commercial business disaster lease known as the Hyatt Sport Shop. And that's the purpose of this written statement.

**My September 7, 2024 E-Mail to The Board**<sup>2</sup>: On September 7, 2024 I sent the Board an e-mail wherein I highlighted the disastrous history of our leasing the Hyatt Sport Shop, and the need to end this albatross **NOW!** Rather than recounting the substance of my comments, I refer the reader to Exhibit "A."

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated, and deceitful staff get replaced by even more unqualified, more incompetent and more over compensated, and more deceitful staff. Engaging in activities having nothing directly to do with furnishing facilities for public recreation, yet costing local parcel owners dearly insofar as their Recreation ("RFF") and Beach ("BFF") Facility Fees are concerned. As I have pointed out so many times before, these examples are all the "red flags" of a criminal syndicate<sup>3</sup>. And that's what we have here! You wonder why your RFF and BFF continue as involuntary financial subsidies, and are as high as they are? And why we're in the financial mess we're in? Now I've provided more evidence. Wake up and smell the coffee Mrs. Bueller!

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees (for the)...district is not complying with the provisions of...any...law," when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as

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

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

the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court...for the appointment of a receiver... or, (d) determine...that management and organization of the district will remain unchanged?" Don't you think the time has come to become fiscally responsible by having the county assume supervision and jurisdiction over the district? And putting your collective feet down to terminate our money losing lease for the Hyatt Sport Shop? Because obviously, again, we're not capable of properly managing ourselves.

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



## **EXHIBIT "A"**

## Re: Sep 11, 2024 IVGID BOT Meeting - Agenda Item F(2) - Proposed Approval of an Extension of The Hyatt Sport Shop Lease - On the Consent Calendar No Less!

**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, Mick <homan4ivgid@gmail.com>, Michelle <jezycki4ivgid@gmail.com>  
**Subject:** Re: Sep 11, 2024 IVGID BOT Meeting - Agenda Item F(2) - Proposed Approval of an Extension of The Hyatt Sport Shop Lease - On the Consent Calendar No Less!  
**Date:** Sep 7, 2024 1:14 AM

Chairperson Schmitz, Other Honorable Members of the IVGID BOT, and Trustee Candates Mick and Michelle -

When are you going to put an end to this ALBATROSS? This venture **makes no money for the District**. In fact it costs us money. A lot of money. And transfers District moneys to another of staff's favored collaborators. The Hyatt Hotel. While the District loses money in essentially everything it does.

Let's start with the deceiving financials included in the Board packet. Page 212 of your Board packet!

1. So we have a lease where we pay the Hyatt 10% of gross Sport Shop sales (see paragraph 5 of the lease). Yet that's not what these financials represent. \$364K of budgeted sales and fee revenues should result in \$36.4K of Sport Shop rent. Right? But staff tell us budgeted rent will only total \$25K. **Where I come from this is called a lie**. What do you Board members call it? Grounds for a promotion and increase in salary?

Now I'm not going to call Mike Bandelin a liar because he's not a numbers guy. And staff have NEVER allowed him to control financial reporting for Diamond Peak. But I do accuse our wonderful staff in the Finance Dep't of being liars. And so should you! Navazio, Magee, Cripps. The whole bunch of them!

2. When you're in the business of selling product, like we are, one of your costs is cost of goods sold. Right? When we sell a lift ticket at Diamond Peak we have some cost, don't we? Same thing with a ski or snowboard lesson. And same thing with equipment rentals. Right? Where are these costs listed in the financials provided? Bueller? Bueller?

I am accusing staff of deceitfully presenting financials which make it look to the lay person (i.e., all of you Board members but for Trustee Tulloch) like we're making money at the Sport Shop. WE'RE NOT! And since it's not fair to accuse Mike, who's left? Well it's our new wonderful interim GM! Welcome to IVGID Ms. Crocker. And you didn't even realize what you were doing. Being led by the nose by...could it be the real cancer in our community?

I am accusing staff of selling Diamond Peak lift tickets, and lessons, and equipment rentals for LESS than the retail sales and fee revenues we collect. To those of you who think I'm out of line in making this accusation, PROVE ME WRONG. It's not my job. It's YOURS! Where is the data? And why has it been intentionally omitted?

If you can't show a profit on commercial business enterprise sales and revenue where your cost of goods sold is ZERO, there's something wrong with you. Which means there's something wrong with your deceitful staff. AGAIN. Wake up and smell the coffee Mrs. Bueller!

3. Where are the capital costs associated with Sport Shop sales? What are we renting at the Sport Shop? Skis? Snowboards? Bindings? Ski and Snowboard boots? Ski poles? Ski/Snowboard clothing? Okay. What were our costs for these amenities we rent out? Are we supposed to believe they were given to us by the tooth fairy and we can just ignore them?

4. What about theft costs? Employee and otherwise? Are you so naive to conclude the answer is ZERO? If you are, then you aren't qualified to be a trustee. Do you really think that our only employees who steal from us are those who work in F&B? What about when a buddy of one or more of our employees wants a free or discounted lift ticket? Or lesson? Since we have no internal controls to monitor inappropriate behavior, what's to stop inappropriate behavior? And since none of you has fact to dispute my accusation, I'm right. AGAIN!

Now look at our agreements. Who insures against theft like this? WE THE PUBLIC of course! So where are these costs on the financials which have been produced? Bueller? Bueller?

5. Can there be more? Yes there can! Do you see an expense entry for those valuable central service costs our General Fund provides? After all, those costs are allocated based upon every employee we have (called FTEs), and 100% of our payroll. Yet mysteriously, none of those costs have been assigned to Sport Shop operations! Presumably they've been assigned elsewhere to "juice" Sport Shop financials! Come on guys. This is turning into another one of your jokes. Except local parcel owners aren't laughing!

6. Let's continue. How much of this budgeted \$364K in sales and fee revenue do you think is going to be generated via credit card purchases? Since staff haven't provided any data, I am going to assume 100%! Want to argue with me? Okay. Show me the data! And since you haven't, again I am right!

What do we pay in bank credit card processing fees. The last time I did a public records request the number was over \$525K annually, systemwide, and the percentage charge with our bank was 2.5%. And if we take American Express, it's probably closer to 4%. So I took 2.5% of \$364K in sales and fee revenue, and I got \$9,100. Do you see this number on staff's financials? Don't you dare attempt to CYA by telling me this expense is included in services and supplies. Because if you do, you're a liar, liar pants on fire. ALL budgeted services and supply expenses assigned to the Sport Shop total only \$4,600. So how can the number include bank credit card charges which are twice as much? Bueller? Bueller?

7. Don't we use an extremely expensive point of sale software system at the Sport Shop? What's our allocated cost staff? Or are we supposed to believe there's no cost because we're tooth fairies? Didn't Bobby Magee tell us it's time for everyone to pay his/her fair share? So when is the Sport Shop going to start paying?

8. What about the Sport Shop's allocated portion of that invaluable promotion and marketing Paul Raymore provides? Bueller again.

9. But there's more! Can you believe? What about the four (4) free transferrable Diamond Peak season passes we're required to provide. Notice how DECEITFULLY paragraph 44(b) from the original lease has been removed, but paragraph 44(a) hasn't? How much is this benefit worth Mike? \$1,209/each according to this web site: <https://www.diamondpeak.com/tickets-passes-rentals/season-passes/>. That's another \$4,836 Mike. Right? Does this cost appear on your financials? Bueller?

10. Can there be more? Yes there can. After all. This is IVGIDville. Look at paragraph 6 of the lease. As "lessor," we're OBLIGATED to provide a regular Diamond Peak ski shuttle which stops at the Hyatt every half hour! And at our expense! What's that puppy costing us wonderful staff? And are any of these costs included in staff's financials?

11. And let's not forget Sergio! Did he prepare the proposed seventh amendment to the lease. If he didn't, did he review and approve it? Did he negotiate at all with the Hyatt? So how much were/are his costs? And where are they included in the financials provided by staff? Bueller? Bueller?

12. I'm no finance guy but it seems to me that if I can intentionally omit expenses associated with this business enterprise, I can eventually show a 100% profit! Isn't that what your wonderful staff have done? I'd suggest you ask Mr. Raymore but I'm pretty certain he's spending his time as publisher of that money losing propaganda rag we affectionately call IVGID Magazine.

13. Although the staff memo states "all products sold at the location are rack rate and there are no discounts afforded or applied **to guests of the Hyatt Regency Lake Tahoe.**" What about discounts to local parcel owners? Or the Hyatt such as stay and ski packages? Or other guests. I personally know of local PPHs who purchase their **DISCOUNTED** lift tickets at the Sport Shop (it's more convenient). Which means the revenue the District realizes as a result of these sales ends up being at least 10% less to us because they're subject to Hyatt rent. And then these PPHs ride the ski shuttle for free! Why? Because just like Jesse James, that's where the money is.

14. Finally, let me add insult to injury. Because **you people deserve insult.** Take a look at the Hyatt web site which explains their \$50/night Resort Fee (go to <https://www.hyatt.com/hyatt-regency/en-US/tvllt-hyatt-regency-lake-tahoe-resort-spa-and-casino/policies>) which gets added on to the price of all of its rooms. Guess what's included in that fee?

- Diamond Peak Ski Resort shuttle (winter inclusion)

These people make us provide a ski shuttle for their guests, for which they pay us nothing, and then they have the gall to charge their guests a room rate surcharge for the free ski shuttle we are providing? I don't know if you people are just stupid, or you're stupid!

**WAKE UP YOU PEOPLE!** Aren't we losing enough? Isn't it time you started saving some money? For once? Instead of wasting our money on garbage like this. I might have been born at night. **Just not last night!** Apparently you people can't make the same distinction.

The staff memo under Alternatives states "the Board of Trustees could **not approve the proposed one-year term lease agreement.**" Well that's the smartest thing staff have told us in their moving papers. And that's exactly what you should do! **KILL THIS AGREEMENT! YESTERDAY!** And when you do, I predict the Hyatt people will come crawling back to us with concession after concession. Which will prove my point because the Sport Shop is a concession for Hyatt guests. And not us. But again, our answer should be NO!

The haters in our community (you know who you are because it's neither me nor "the angry eight") are quick to point out that we shouldn't expect to make a profit on the goods and services we provide because **we aren't operating businesses!** Well I guess the Hyatt Sport Shop is evidence we're not operating a business. **It's a donation.** End the donation!

But first, one of you must remove this matter from the Consent Calendar. Because it doesn't belong there. And each of you know this!

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL SEPTEMBER  
11, 2024 MEETING – AGENDA ITEM E(2) – WHAT A SCATHING  
EVENT, FOOD & BEVERAGE SURVEY STAFF HAS PRESSURED  
OUR CONSULTANT INTO “WHITE WASHING” IT AWAY BY  
OPINING WE SHOULD BE HAPPY ABOUT OPERATING OUR  
MONEY LOSING BUSINESSES BECAUSE WE'RE REALLY  
NOT IN THE BUSINESS OF BEING IN BUSINESS.  
RATHER, WE'RE A PRIVATE CLUB AND SHOULD  
CONSIDER OUR INVOLUNTARY MONETARY  
LOSSES TO BE “MEMBER DUES!”**

**Introduction:** Well here's yet “another one” as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, deceit, non-transparency, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District! I keep telling the Board it's essentially everything these people do. EVERYTHING! And now it's the undue influence our staff impose over what are supposed to be independent consultants. A Food & Beverage and event survey performed by an independent consultant. And that's the purpose of this written statement.

**My September 7, 2024 E-Mail to The Board**<sup>2</sup>: On September 7, 2024 I sent the Board an e-mail wherein I highlighted an independent consultant's scathing review of our facility rental and food & beverage departments, and his unbelievable conclusion we should be considered more of a private members' club, than the public government we are. Rather than recounting the substance of my comments, I refer the reader to Exhibit “A.”

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated, and deceitful staff get replaced by even more unqualified, more incompetent and more over compensated, and more deceitful staff. Engaging in activities having nothing directly to do with furnishing facilities for public recreation, yet costing local parcel owners dearly insofar as their Recreation (“RFF”) and Beach (“BFF”) Facility Fees are concerned. As I have pointed out so many times before, these examples are all the “red flags” of a criminal syndicate<sup>3</sup>. And that's what we have here! You wonder why your RFF and BFF continue as involuntary financial

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

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

subsidies, and are as high as they are? And why we're in the financial mess we're in? Now I've provided more evidence. Wake up and smell the coffee Mrs. Bueller!

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees (for the)...district is not complying with the provisions of...any...law," when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court...for the appointment of a receiver... or, (d) determine...that management and organization of the district will remain unchanged?" Don't you think the time has come to become fiscally responsible by having the county assume supervision and jurisdiction over the district? And putting your collective feet down to terminate our money losing event and food & beverage businesses? Remember, just like me, Mr. Sarten has concluded the District's business activities are **not fixable!** Because obviously, again, we're not capable of properly managing ourselves.

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

## **EXHIBIT "A"**

## Sep 11, 2024 IVGID BOT Meeting - Agenda E(2) - Food and Beverage Report - We're Not a Series of Money Losing Businesses - We're a Series of Money Losing Amenities - Amenities We By and Large Don't Want!

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**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, Mick <homan4ivgid@gmail.com>, Michelle <jezycki4ivgid@gmail.com>, harry <harryswenson4ivgidtrustee@gmail.com>  
**Subject:** Sep 11, 2024 IVGID BOT Meeting - Agenda E(2) - Food and Beverage Report - We're Not a Series of Money Losing Businesses - We're a Series of Money Losing Amenities - Amenities We By and Large Don't Want!  
**Date:** Sep 7, 2024 11:52 AM

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Chairperson Schmitz, Other Honorable Members of the IVGID BOT, and Trustee candidates Mick, Michelle and Harry:

What a joke! We paid money for this one? What a biased waste. Is this one of your pit master buddies Bobby Magee?

So for those of you who don't have the time,

Let's start with who this Sarten guy is.

He's a Southern California mortgage loan officer for Great Start Mortgage! That's right. Check him out at: <https://www.greatstartmortgage.com/>. "Where home financing begins!" How about where F&B and event operations begin? Wouldn't that be more relevant?

Well his Linked-In site states he was a GM at Rubio's Restaurants. And a F&B Director for Red Rock Country Club and Club Corp! So he knows quite a bit about losing money at private golf clubs. Where the losses are covered by Membership dues. But what does he know about operating PUBLIC businesses? Financially supported by taxpayers? Bueller? Bueller?

It's obvious who told him what to conclude. Who else in their right mind would opine that it's Okay to lose money because we're really not government? We're a HOA. Or a private club which is just what your buddy Mick wants. Right Chris? Except, he doesn't want to pay the private member dues. Don't believe me?

Initial Findings (page 39 of the Board packet): "Both events and Golf F&B have lost **over \$320K each.**" Wow.

Question (page 39 of the Board packet): Why are the departments losing money?  
 Answer: "The very basic answer is...expenses are outpacing revenues. But should they?" **Sarten says NO.** "F&B operations like IVGID should be viewed through a private club lens rather than a restaurant. **These operations are not restaurants, they are amenities!**"

Right! And our Rec Fee isn't an invalid tax either. Rather, it's a "fee." Why? Because that's the label we affix. A fee which is involuntarily assessed against most local parcel owners for so called benefits the majority of us don't want. How many fees do you know like this one Chris?

Question (page 41 of the Board packet): Can the events department get to break even?  
 Answer: No. "It is my opinion that breaking even would require drastic actions that may not be possible."

May not be possible? So there's your admission! Game over!

Question (page 43 of the Board packet): Can Golf F&B get to break even?



Answer: No.

There's your admission...again.

Why are you continuing to dig? When do you get it?

Golf Food & Beverage Loss Explained (page 42 of the Board packet): "Golf F&B venues have expenses that far outpace revenues. Also...Golf F&B...has many (hidden) expenses that are outside of their control...Hourly labor is a high number...After contacting several local restaurants the general rate for the service team is \$11.25 per hour...IVGID is paying front of the house team members between \$16 and \$19 with hourly managers in the \$23 to \$25 range...**The elevated hourly rates IVGID pays are a GOOD thing...**Through a private club lens, you want motivated team members."

How about this one? Losing MORE money by overpaying for help is a GOOD THING! Because it's all about our wonderful employees. Right?

Observation Conclusion & Recommendation (page 44 of the Board packet): "IVGID should determine whether to view the events and Golf F&B departments either as for profit revenue centers or amenities that provide important services for the community. If the decision is to attempt to make a profit or break even, (not only will)...all of the changes outlined above need to be done, **but there still would be more work to do...**all of which could significantly reduce the parcel owner and guest experiences. **In my opinion, this is not the appropriate course of action for IVGID.** These departments should be treated as amenities...and good jobs for team members" (i.e., staff)...In conclusion, **these departments should be subsidized by the rec fund, very much like food and beverage operations at private clubs are subsidized by Member dues.**"

It's time to shut all of this ancillary garbage down! It all loses money. Contrary to the protestations of the haters in our community. We lose money on everything! So why are we forcing the innocent in our community to go along with the takers' program?

You can file the report. But let's acknowledge the truth for once. And let's learn from it.

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL SEPTEMBER  
11, 2024 MEETING – AGENDA ITEM F(4) – OUR PUBLIC WORKS  
DIRECTOR'S INABILITY TO FILL IN THE BLANKS OF A \$700  
PURCHASE ORDER WITHOUT INCURRING THOUSANDS  
OF DOLLARS OF UNNECESSARY ATTORNEY'S FEES!**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, deceit, non-transparency, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District! I keep telling the Board it's essentially everything these people do. EVERYTHING! And now it's our incompetent Kate Nelson. The Director of Public Works who can't exercise the discretion to make a \$700 purchase without wasting the time of the Board and the community, and spending thousands of unnecessary dollars with the Board's attorney. And that's the purpose of this written statement.

**My September 7, 2024 E-Mail to The Board**<sup>2</sup>: On September 7, 2024 I sent the Board an e-mail wherein I outline the folly of Ms. Nelson. Notwithstanding she's a Director who is being paid in excess of \$200K in salary and benefits annually, she lacks the capacity to fill out blanks on a standard form purchase order. And for this reason requires the unnecessary and wasteful efforts of the Board's attorney. When it comes to evaluating the cost benefit of anything in her department, our Ms. Nelson is a 100% incompetent. And here we clear evidence of the same. Rather than recounting the substance of my comments, I refer the reader to Exhibit "A."

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated, and deceitful staff get replaced by even more unqualified, more incompetent and more over compensated, and more deceitful staff. Engaging in activities having nothing directly to do with furnishing facilities for public recreation, yet costing local parcel owners dearly insofar as their Recreation ("RFF") and Beach ("BFF") Facility Fees are concerned. As I have pointed out so many times before, these examples are all the "red flags" of a criminal syndicate<sup>3</sup>. And that's what we have here! You wonder why your RFF and BFF continue as involuntary financial subsidies, and are as high as they are? And why we're in the financial mess we're in? Now I've provided more evidence. Wake up and smell the coffee Mrs. Bueller!

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

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

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

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees (for the)...district is not complying with the provisions of...any...law," when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court...for the appointment of a receiver... or, (d) determine...that management and organization of the district will remain unchanged?" Don't you think the time has come to become fiscally responsible by having the county assume supervision and jurisdiction over the district? And putting your collective feet down to re-assign unqualified employees like Ms. Nelson to District jobs for which she is truly qualified? Ms. Nelson may be the most competent engineer imaginable. However, when it comes to being the Director of our Public Works Department, she is so out of her league to be embarrassing. Because obviously, again, we're not capable of properly managing ourselves.

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

**EXHIBIT "A"**

## Re: Sep 11, 2024 IVGID BOT Meeting - Agenda F(4) - Review, Discuss and Approve \$700 Purchase Order Agreement for the Ski Beach Boat Ramp Inspection

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**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, Mick <homan4ivgid@gmail.com>, Michelle <jezycki4ivgid@gmail.com>, harry <harryswenson4ivgidtrustee@gmail.com>  
**Subject:** Re: Sep 11, 2024 IVGID BOT Meeting - Agenda F(4) - Review, Discuss and Approve \$700 Purchase Order Agreement for the Ski Beach Boat Ramp Inspection  
**Date:** Sep 7, 2024 12:40 PM

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Chairperson Schmitz, Other Honorable Members of the IVGID BOT, and Trustee candidates Mick, Michelle and Harry:

### UNBELIEVABLE!

Our Director of Public Works doesn't have the capacity to approve a \$700 contract to inspect and report back on our Ski Beach boat ramp? She certainly had the authority!

And then to add insult to injury, Ms. Nelson tells us at page 236 of the Board packet that "The Purchase Order Agreement between the District and Diverobotix has been reviewed and approved by the District's Legal Counsel." What? You mean you just turned a \$700 contract into a \$2,700 one because you're not qualified to be a director, let alone one for Public Works?

Listen to page 215 of the Board packet which addresses agenda item F(3). Review, Discuss, and Approve the Agreement for the Replacement of the Public Works Entrance Security Gate Actuator Loops and Pavement Section: "The Short-Form Agreement has been reviewed by the District's Legal Council."

Listen to page 243 of the Board packet which addresses agenda item F(5). Review, Discuss and Approve a Purchase Order Agreement for the Ozone Analyzers Inspection and Calibration: The Purchase Order Agreement between the District and GS03 has been reviewed and approved by District Legal Counsel.

Haven't we discussed this issue before? If Ms. Nelson is not capable of filling in the blanks of a purchase order for a \$700 expenditure, without getting review and approval from the Board attorney, she's not qualified to be a Director of Public Works. Because she's needlessly costing the District tens of thousands of dollars annually on stuff like this! **She should be relieved of her duties.**

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL SEPTEMBER 11,  
2024 MEETING – AGENDA ITEM E(1) – OUR ADMIN SERVICES  
DIRECTOR'S STATUS REPORT FOR JULY/AUGUST WHEREIN  
SHE ATTEMPTS TO JUSTIFY HER REASON FOR EMPLOY-  
MENT – IT'S TIME FOR HER TO GO!**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, deceit, non-transparency, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District! I keep telling the Board it's essentially everything these people do. EVERYTHING! And now it's the real cancer in our community. The glorified secretary who holds the job title of Administrative Services Director. As the reader will see, Ms. Herron doesn't even have a job description which outlines the reason for her employment. So she throws meaningless tasks onto a piece of paper as if to justify her employment. And what's even more apparent, is that originally she claimed to have a supervisory role over all Administrative functions. Yet where is any of this revealed in her status report? At nearly \$200K in salary and benefits, annually, the District doesn't need someone like Ms. Herron to perform the minimal functions she states she performs. And that's the purpose of this written statement.

**My September 7, 2024 E-Mail to The Board**<sup>2</sup>: On September 7, 2024 I sent the Board an e-mail wherein I outline the folly of Ms. Herron's employment for the most recent July and August 2024 months. Rather than recounting the substance of my comments, I refer the reader to Exhibit "A."

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated, and deceitful staff get replaced by even more unqualified, more incompetent and more over compensated, and more deceitful staff. Engaging in activities having nothing directly to do with furnishing facilities for public recreation, yet costing local parcel owners dearly insofar as their Recreation ("RFF") and Beach ("BFF") Facility Fees are concerned. As I have pointed out so many times before, these examples are all the "red flags" of a criminal syndicate<sup>3</sup>. And that's what we have here! You wonder why your RFF and BFF continue as involuntary financial subsidies, and are as high as they are? And why we're in the financial mess we're in? Now I've provided more evidence.

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

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

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

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees (for the)...district is not complying with the provisions of...any...law," when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court...for the appointment of a receiver... or, (d) determine...that management and organization of the district will remain unchanged?" Don't you think the time has come to become fiscally responsible by having the county assume supervision and jurisdiction over the district? And putting your collective feet down to terminate the employ of individuals like Ms. Herron who is a drain and waste on our community. Because obviously, again, we're not capable of properly managing ourselves.

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

## **EXHIBIT "A"**



## Re: Sep 11, 2024 IVGID BOT Meeting - Agenda Item E(1) - Report of Alleged Administrative Services Activities Performed by Our Director of Admin Services in August and Planned Activities in September

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**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, Mick <homan4ivgid@gmail.com>, Michelle <jezycki4ivgid@gmail.com>, harry <harryswenson4ivgidtrustee@gmail.com>  
**Subject:** Re: Sep 11, 2024 IVGID BOT Meeting - Agenda Item E(1) - Report of Alleged Administrative Services Activities Performed by Our Director of Admin Services in August and Planned Activities in September  
**Date:** Sep 7, 2024 3:59 PM

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Chairperson Schmitz, Other Honorable Members of the IVGID BOT, and Trustee candidates Mick, Michelle and Harry:

At page 7 of the Board packet, to demonstrate her alleged worth to the District, Susan Herron provides a report of her activities performed in August of 2024, and to be performed in September of 2024. But what they really demonstrate is that her services are **worthless**, and **grossly overpriced**. How many more months of these reports are members of the public going to have to listen to by this woman before her District employment is terminated? We have no work for her. We have no assigned job duties. And certainly none that can't be easily performed by lesser paid employees!

Here are Ms. Herron's alleged services, along with an explanation of their **lack of worth**:

- Completed work on Audit Committee member recruitment. That's not your job Ms. Herron. That's what we have an HR Department for. Right Erin Feore?
- Completed two online ICMA ("International City/County Management Association") trainings. What exactly is the ICMA (go to <https://icma.org/page/icma-constitution>), and what does it stand for (go to <https://icma.org/what-we-do>)?

The ICMA is an organization created "to increase the proficiency of city managers, county managers, and other local government administrators, and to strengthen the quality of local government through professional management." The organization "helps local government professionals around the world create and sustain thriving communities through a range of activities." Really? what activities?

Advocacy: "ICMA advances good governance by supporting and advocating for communities that understand the value of professional local government management. We also represent local government concerns in the public policy arena."

Ethics Education and Training: "Equity, transparency, honor, integrity, commitment, and stewardship are standards for excellence in democratic local governance. ICMA promotes such ethical conduct through its Code of Ethics, training for local governments, publications on ethics issues, technical assistance, and advice to members."

Research: "ICMA has gathered more data on local government than any organization except the federal government. ICMA's research topics span a broad spectrum from economic development to local government innovation. Longitudinal data are available from surveys that are conducted on a regular schedule."

Publications: "ICMA publishes textbooks, practitioner books, reports, survey research, training materials, and other resources used by local government management professionals."

Leadership and Professional Development: "ICMA fulfills its commitment to continuing education and lifelong learning by offering conferences, workshops, and other learning opportunities through the ICMA University. These offerings focus on improving the skills of local government senior

executives and their staffs in areas such as local government leadership, performance measurement, planning, public safety management, finance, community decision-making."

Global Programs: "ICMA consults, trains and collaborates with local governments around the world to help strengthen communities and implement sound, innovative management and leadership practices in local governments."

What exactly is a glorified secretary doing during the IVGID workday, online no less, for which she's being paid nearly \$200K in annual salary plus benefits? Arguably on behalf of a limited purpose special district akin to a mosquito district.

- Monitor and respond to info@ivgid.org inquiries. That's not your job Ms. Herron. That's what we have a Board Clerk and PRO (Heidi White) for. Right Heidi?
- Assist with Board memorandums. Assist who Ms. Herron? Our GM and various managers/directors can't complete their own Board memorandums? If not, why are they managers and directors?
- Attend Staff and Board meetings. Now that's an important function (a mere observer at staff and board meetings) for someone being paid nearly \$200K in annual salary plus benefits. Don't you think?
- Work with public as needed. Now this one is **joke!** Ms. Herron is an obstructionist rather than accommodator. Unless it comes to leaking targeted information to people like Dee Carey and Whiner Rhiner so it can be used for propaganda purposes.
- Process paperwork. We need a nearly \$200K in annual salary plus benefits paper peddle pusher?
- Work on any special projects as requested by the District General Manager. We don't even have a GM, do we? And why don't you tell us what "special projects" you actually worked on this last month?
- Work on public records requests. No, no Ms. Herron. Don't you get it? You're no longer the District's PRO. That's Heidi White's job. Unless you're really a ghost writer for Heidi. Are you?
- Reworked the 1895 report. That's not your job Ms. Herron. You're nothing more than a glorified secretary. Reports such as this one are supposed to be prepared by senior management with a whole lot more experience and qualifications than you. And what exactly is this report? Well it's one on **COMPLIMENTARY AND DISCOUNTED USE OF DISTRICT FACILITIES AND PROGRAMS** (go to [https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID\\_PolicyAndProcedure141\\_Resolution1895.pdf](https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_PolicyAndProcedure141_Resolution1895.pdf)). You weren't hired to produce your version of policy spin in a subject like this. Were you Ms. Herron? And I can assure the Board we don't Ms. Herron's spin on anything.

I always suspect that when un named staff was presenting proposed modifications to Board policy, like those being advanced by Karen Crocker who's only been on the job for barely a month, it was really Susan Herron behind the scenes. And now we know!

- Worked on a club memorandum of understanding draft. That's not your job Ms. Herron. You're a glorified secretary. You're not here to be creating policy. Especially your skewed view.
- Met with Washoe County representatives. For what Ms. Herron? Help finding an interim Finance Director? Isn't that Erin Feore's job? Or attorney Sergio Rubin's?

Now according to her report, look what Ms. Herron has planned for September (pay attention to the last one. That's really the only one of importance):

- Monitor and respond to info@ivgid.org inquiries
- Assist with Board memorandums
- Attend Staff and Board meetings

- Work with public as needed
- Process paperwork
- Work on any special projects as requested by the District General Manager
- Work on public records requests
- Update the contract list
- **Take a vacation**

We're paying Ms. Herron nearly \$200K in annual salary plus benefits to go on vacation? Really?

What we have here board members, is a grossly overpaid employee who really has no defined work to perform. Nor purpose for being. As I've commented before, she was awarded this job category as a pay off for prior allegiance to Indra Winqest. So here she makes it up as she goes because this board has put their collective feet down and insisted she provide evidence of the need for her employ. Whether necessary or not. Which is what we have here. **Not necessary!**

Aren't we having enough financial problems because of waste? Isn't Ms. Herron's position with the District an absolute waste? And for nearly \$200K in annual salary plus benefits no less?

We can terminate Ms. Herron's position in a heartbeat and not miss a beat. And that's what we should do! What are you waiting for?

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL SEPTEMBER 11,  
2024 MEETING – AGENDA ITEM E(1) – OUR NEW PARKS AND  
RECREATION DIRECTOR'S STATUS REPORT FOR JULY/  
AUGUST – LOOK HOW QUICKLY SHE FALLS INTO  
THE IVGID CULTURE OF NON-TRANSPARENCY,  
DECEIT AND MIS-INFORMATION**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, deceit, non-transparency, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District! I keep telling the Board it's essentially everything these people do. EVERYTHING! And now it's our wonderful new Parks and Recreation Director who's been on the job for barely six (6) weeks. Karen Crocker. As the reader will see, she can't even give us a straightforward and accurate assessment of her Parks and Recreation operations. And that's the purpose of this written statement.

**My September 8, 2024 E-Mail to The Board**<sup>2</sup>: On September 8, 2024 I sent the Board an e-mail wherein I recited Ms. Crocker's mis-information and failure to fully disclose matters referenced in her most recent July and August 2024 monthly status reports. Rather than recounting the substance of my comments, I refer the reader to Exhibit "A."

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated, and deceitful staff get replaced by even more unqualified, more incompetent and more over compensated, and more deceitful staff. Engaging in activities having nothing directly to do with furnishing facilities for public recreation, yet costing local parcel owners dearly insofar as their Recreation ("RFF") and Beach ("BFF") Facility Fees are concerned. As I have pointed out so many times before, these examples are all the "red flags" of a criminal syndicate<sup>3</sup>. And that's what we have here! You wonder why your RFF and BFF continue as involuntary financial subsidies, and are as high as they are? Now I've provided more evidence.

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed;

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

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(or, its) (b) board of trustees (for the)...district is not complying with the provisions of...any...law," when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court...for the appointment of a receiver... or, (d) determine...that management and organization of the district will remain unchanged?" Don't you think the time has come to become fiscally responsible by having the county assume supervision and jurisdiction over the district? Because obviously, again, we're not capable of doing so for ourselves.

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

## **EXHIBIT "A"**

## Re: Sep 11, 2024 IVGID BOT Meeting - Agenda Item E(1) - Status Report for July/August 2024 – Parks & Recreation Department - Look How Quickly They Fit Into The IVGID Culture

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**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, Mick <homan4ivgid@gmail.com>, Michelle <jezycki4ivgid@gmail.com>, harry <harryswenson4ivgidtrustee@gmail.com>  
**Subject:** Re: Sep 11, 2024 IVGID BOT Meeting - Agenda Item E(1) - Status Report for July/August 2024 – Parks & Recreation Department - Look How Quickly They Fit Into The IVGID Culture  
**Date:** Sep 8, 2024 10:53 AM

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Chairperson Schmitz, Other Honorable Members of the IVGID BOT, and Trustee candidates Mick, Michelle and Harry:

Here we have our new employee of barely a month, and she's allegedly giving us a clear, complete and honest overview of Parks and Recreation Functions. Pardon me if I don't believe her and as you will see, I've caught her rendering a deceitful report of parks maintenance.

Let's look at what I don't believe:

Page 9 of the Board packet - the Rec Center:

- Gross revenue for the Recreation Center operating is \$193,504
- Expenses are \$97,302, year to date

Wow! Under Ms. Crocker's stewardship we're making a profit!

Page 11 of the Board packet - the Tennis Center:

- Gross revenue for July and August programs, retail merchandise, lessons, programs, admissions, private instruction and two tournaments is \$146,332
- Expenses are \$120,654, year to date

Wow! Under Ms. Crocker's stewardship we're making a profit!

Pages 11-12 of the Board packet - Aquatics Beaches & Recreation Center:

- Gross revenue for July/August including Beach & Recreation Center programs and services is \$160,073
- Expenses for both pools were \$353,172 which is primarily lifeguard hourly wages attributed to the community demand to use Burnt Cedar pool, and government regulations

Wow! Under Ms. Crocker's stewardship we're only losing \$193,099. But since we're "one division, one team," and the positive cash flow from one division can be used to cover the negative cash flow from another (\$96,202 of positive cash flow at the Recreation Center, and \$25,678 positive cash flow at the Tennis Center), we're only \$71,219 down (\$35,609/month) for all of parks, recreation and the beaches for July and August!

**If any of you believe this garbage, I have a couple of bridges in Incline Village to sell you!**

Ms. Crocker tells us:

- We hosted three ballfield tournaments and leagues all summer.

How much did we charge participants and in particular, how much did we charge non-resident participants/teams? I'm guessing ZERO. But why don't you tell us Ms. Crocker?

- We hosted a hardball tournament August 2-4.

How much did we charge participants and in particular, how much did we charge non-resident participants/teams? I'm guessing ZERO. But why don't you tell us Ms. Crocker?

- We hosted a softball tournament August 10, 11 and 31.

How much did we charge participants and in particular, how much did we charge non-resident participants/teams? I'm guessing ZERO. But why don't you tell us Ms. Crocker?

- We hosted various soccer camps, and AYSO in August.

How much did we charge participants and in particular, how much did we charge non-resident participants? How much did we charge AYSO? I'm guessing ZERO. But why don't you tell us Ms. Crocker?

- We hosted High School baseball practices in August.

How much did we charge the High School? This answer I know. ZERO!

- We hosted Skate School Camp at the Skate Park Mon-Fri all summer.

How much did we charge participants and in particular, how much did we charge non-resident participants?

So these financials are pretty impressive, wouldn't you say Ms. Crocker? Just so we're all on the same page.

Now onto Ms. Crocker's deceitful report of parks maintenance. She states:

"The Parks Department is responsible for Interco`ground maintenance, trash removal, irrigation, planting, raking, ball field prep, tree and plant debris removal and other support for Admin Building, Aspen Grove, Village Green Recreation Center, Tennis/Pickleball Center, **High School stadium field**, Ridgeline Park Ball fields, Parks building Preston ball field and park, bocce courts, skate park and (pump) **bike park**, volleyball courts, **disc golf course**, Fitness Trail, all three beaches, playgrounds at beaches and parks, and other trails and rest areas in the district."

What about the Visitor's Center Park surrounding the center on Tahoe Blvd? And why would local parcel owners possibly be responsible for these costs?

What about the east-west county parks at the intersections of Lakeshore Blvd/SR 28? And why would local parcel owners possibly be responsible for these costs Mrs. Bueller? Don't respond we're getting paid because if this is your response I don't believe you. And even if I'm wrong, we're not getting paid nearly enough for this task. Right? Doesn't the county have sufficient resources to maintain their own facilities?

Why are we maintaining the disc golf course? Didn't the disc golfers represent to the Board and the community they would maintain the course at their expense? Relieving the community of the added responsibility? So why are we doing their job Mrs. Bueller?

Why are we maintaining the pump bike park? Didn't the mountain bikers represent to the Board and the community they would maintain the park at their expense? Relieving the community of the added responsibility? So why are we doing their job Mrs. Bueller?



Why are we maintaining the upper high school athletic field? Don't respond we're getting paid because if this is your response I don't believe you. And even if I'm wrong, we're not getting paid nearly enough for this task. Right? Doesn't the school district have sufficient resources to maintain their own facilities?

And this is the woman you want to elevate to interim GM at a yearly salary of \$220K or more, plus benefits? Someone who has a problem sharing the truth and doing nothing to whip these facilities into financial shape. Because it's business as usual. The more things change, the more they remain the same. And we lose millions of dollars each year during her watch!

Respectfully, Aaron Katz

Dear Trustees,

1. Word on the street is rumored to have the Trustees continuing to consider Troon or another management companies as a possible supplier to IVGID for General Management talent. We know that several weeks ago, more than 38 residents spoke against that proposal. We would like your confirmation that Troon and other management companies will not be on this or future agendas for the remainder of calendar 2024.
2. Second there has been discussion of expanding the Trustee authority to include active participation in the management of staff. Meaning Trustees would not be authorized to manage the GM only. **Perhaps you are pretending to be oblivious to the ongoing micro-management problem from the existing Trustee bench.** The last thing we need is to authorize the Trustees to continue to engage the very actions which has **decimated** the senior management bench at IVGID. If you continue that line of thought, I'm confident the residents will be prepared to shout a loud **ENOUGH** to any attempt at further micro-management intrusion by the board.

IVGID Trustee Regular Meeting September 11, 2024  
Public Comments from Harry Swenson at 664 Tyner Way  
Item E3 Regarding Grease Interceptor Policy

Good evening, I am Harry Swenson, currently a candidate for trustee for the Incline Village Crystal Bay community. I am a ten-year full-time resident and live on lower Tyner.

I come to the board to express my views on the Grease Interceptor Policy of IVGID. I believe you will hear from many of our critical small business restaurateurs on how this will affect their operations. As we head into the shoulder season these business owners are just now trying to figure out how to make it to the next profitable season. The potential added costs will force them to consider wide ranging cost cutting items, such as layoffs, reduced hours, reduction of food options, and many others or worse leave our community all together. Any of these options will be to the detriment of those of us that live full time in this community.

I am hoping you can provide our local restaurateurs a workable solution that would benefit all our residences'. The last thing we need to do is loose another restaurant, due to the exorbitant costs of the installation of new grease interceptors.

If the installation of the new grease interceptors is critical to our sewage infrastructure, then I believe that the costs should be borne by the actual parcel owners that rent to the restaurants. This is a capital improvement that adds to the value of their property and can easily be expensed and added to future lease

options. On the other hand, if the restaurant owners have to pay for it, they get nothing, and if they have to move out due different economic realities they cannot take the grease interceptor when they leave.

Please listen to the effects of this policy on our valued small business and act accordingly.

Thank-you for your time.

Harry Swenson

**MEMORANDUM****TO:** Board of Trustees**FROM:** Karen M. Crocker  
Interim District General Manager**SUBJECT:** Review, Discuss and Accept a Donation in the Amount Not to Exceed \$2,000.00 from Incline Tahoe Foundation for the Purchase of Candy for the District's Trail of Treats and Terror event to be held on October 24, 2024.**DATE:** October 9, 2024**I. RECOMMENDATION**

It is recommended that the Board accept a donation in the amount not to exceed \$2,000.00 from Incline Tahoe Foundation for the purchase of candy for the District's Trail of Treats and Terror event to be held on October 24, 2024.

**II. BACKGROUND**

The Incline Village General Improvement District (IVGID) has been collaborating with community partners and businesses since 2001 to conduct the Trail of Treats and Terror event. This has been a very popular Incline Village tradition providing our Incline Village/Crystal Bay community a safe and fun Halloween event.

The Interim District General Manager had a conversation with the President of the Incline Tahoe Foundation to discuss them participating in the District's Trail of Treats and Terror event to be held on October 24, 2024. This is one of the largest event of the year for the Parks and Recreation Department and we welcome community partners' participation. Staff asked for, and Incline Tahoe Foundation approved, up to \$2,000 for the purchase of candy. Staff will do the purchasing, IVGID will pay the bills and then those receipts will be submitted to Incline Tahoe Foundation for reimbursement. Incline Tahoe Foundation will not take an administrative fee for this donation as it is pass through from community members and donation acknowledgements will be accomplished for all donations by Incline Tahoe Foundation.

**III. FINANCIAL IMPACT AND BUDGET**

If approved and accepted, the money from the donation will allow staff to purchase the candy without incurring expenses from IVGID's budget.

**IV. ALTERNATIVES**

1. Decline the donation and spend District money for the purchase of the candy.
2. Decline the donation and do not purchase the candy.

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Karen Crocker, Interim District General Manager / Director of Parks and Recreation

**FROM:** Mike Bandelin, Diamond Peak Ski Resort General Manager

**SUBJECT:** Review, Discuss and Possibly Approve a Purchase Order Agreement with Cisco Air Systems for Annual Commissioning and Start-Up Services for the District's Snowmaking Air Compressors. FY 2024/25 Operating Expense: Fund: Community Services; Division: Ski; GL Account # 30343463-7510; Vendor: Cisco Air Systems, in the amount of \$14,866.60. (Requesting Staff Member: General Manager Diamond Peak Ski Resort Mike Bandelin)

**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES** Policy 21.1.0 - Purchasing for Goods and Services

**DATE:** October 9, 2024

---

**I. RECOMMENDATION**

**II. BACKGROUND**

The general purpose of this project is to maintain District operations through the necessary maintenance and replacement cycles. The agreement proposed for award addresses the annual Diamond Peak Air House start up and commissioning of the three snowmaking air compressors. The annual service includes a technician from Cisco Air Systems on site to initiate a start sequence of the air compressors, checking valve positioning units, voltage regulation, air seals, cooling systems, machine fault parameters, vibration analysis, compressor oil analysis, complete thorough checks and troubleshooting of the machines if necessary.

This annual start-up service has taken place since 1988 when the first machines were installed at Diamond Peak. The service has been completed by Ingersoll Rand (the manufacturer), which is now Cisco Air Systems. Staff supports and

funds the annual service through operations and has consistently used the same vendor as the three machines records are held with the one service provider.

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 current FY2024/25 Ski Venue approved operating budget.

**III. BID RESULTS**

The proposed Purchase Order Agreement for Services complies with the District's Purchasing Policy 21.1.0.2.2.4 and did not require more than two bids for services.

**IV. FINANCIAL IMPACT AND BUDGET**

This service from Cisco Air Systems is included as a line-item expense within the Ski Venues FY 2024-25 Slope Machine Operating Budget, General Ledger #30343463-7510.

**V. ALTERNATIVES**

This staff report does not present any alternatives at this time.

**VI. COMMENTS**

**VII. BUSINESS IMPACT/BENEFIT**

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

**VIII. ATTACHMENTS**

- 1. IVGID Purchase Order Agreement - Cisco Air Systems
- 2. Cisco Air Systems Proposal 3412202 Diamond Peak Ski Resort Incline Village
- 3. Cisco Air Systems Proposal 3412203 Diamond Peak Ski Resort Incline Village
- 4. Cisco Air Systems Proposal 3412204 Diamond Peak Ski Resort Incline Village

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

Incline Village General Improvement District

Purchase Order Agreement

<b>G.L. #3034363-7510</b>	<b>Purchase Order No.</b>
<p style="text-align: center;">CONTRACTOR</p> <p>Cisco Air Systems                  214 27<sup>th</sup> Street                  Sacramento, CA. 95816                  Attn: Dave Hall                  Phone: 800-813-6763</p>	<p>INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT                  Diamond Peak Ski Resort                  1210 Ski way                  Incline Village, NV 89451                  Attn: John Tarmey                  Phone: 775- 832- 1265                  Email: jpt@ivgid.org</p>

This Purchase Order Agreement is subject to the attached terms and condition for Services provided to the Incline Village General Improvement District.

**Services:** Annual service, start up and commissioning of Diamond Peaks three centrifugal air compressors used for snowmaking operations at from November 1<sup>st</sup> through January.

Proposal Overview:

Cisco Air Systems has a prepared a proposal for a Cisco Air Systems technician to travel to the Districts ski venue to perform the annual start up and commissioning of the three District owned and operated snowmaking air compressors.

<b>Description</b>	
Total Parts	\$1,191.10
Total Equipment	\$2,700.00
Total Service	\$2,106.00
Total Labor	<u>\$8,869.50</u>
<b>Total Proposal</b>	<u>\$14,866.60</u>





## PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

1. Acceptance; Entire Agreement. This purchase order for services issued by the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ("DISTRICT") to the Contractor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in the Contractor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Contractor's performance of any portion of this order shall be considered acceptance by the Contractor of the terms herein.

2. Compensation. Contractor shall be paid on a time and materials or firm fixed fee basis, as may be agreed upon by the parties as described in this Purchase Order, or in documents attached hereto and hereby made a part hereof, within 30 days of receipt of invoice. If the work is performed on a time and materials basis, the invoice shall include a detailed description of the work performed, labor hours and materials.

3. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government. DISTRICT shall assist Contractor, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her work.

4. Standard of Care. The Contractor shall perform the work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. Contractor shall also comply with State and Federal environmental and safety regulations as they apply to the scope of work.

5. Insurance. Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, naming DISTRICT as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage; C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Contractors providing professional services shall provide Professional

Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed or authorized to do business in Nevada.

6. Indemnification. The Contractor shall indemnify and hold harmless DISTRICT, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Contractor or a subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the active or sole negligence or willful misconduct of DISTRICT. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to DISTRICT and DISTRICT's attorneys' fees incurred in such an action. If Contractor's obligation to defend, indemnify and/or hold harmless arises out of Contractor's performance of "design professional" services subject to NRS 338.155, then, and only to the extent required by NRS 338.155, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or its employees and agents. Moreover, while Contractor shall not be required to initially defend the District, Contractor, if adjudicated to be liable by a trier of fact, the Contractor shall be reimburse the District or the attorney's fees and costs incurred by the District defending the action in an amount which is proportionate to the liability of the Contractor. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses arising from the work performed by the Contractor for the District.

7. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of DISTRICT, which may

be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of DISTRICT. No employee or agent of Contractor shall become an employee of DISTRICT. This is an integrated Contract representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto. This Purchase Order is not intended to and will not preclude Contractor's employees from exercising available rights under the DISTRICT's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the DISTRICT in accordance with the Whistleblower Policy.

8. Notice of Labor Dispute. Whenever Contractor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, Contractor shall immediately notify and submit all relevant information to DISTRICT.

9. Changes. By written notice, DISTRICT may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to DISTRICT by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or DISTRICT shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the purchase order as changed.

10. Obligations. Contractor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all facilities necessary to execute, complete, and deliver the work within the specified time.

11. Damage to District Facilities. Damage to DISTRICT or public facilities or private property caused by the Contractor or by its subcontractors during performance of services shall be repaired and/or replaced in kind at no cost to the DISTRICT.

12. Site Safety and Cleanup. The project site shall be kept clean and free of hazards at all times during performance of services. After and installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

13. Installation. If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the DISTRICT.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE**

**OWNER:  
INCLINE VILLAGE G. I. D.**

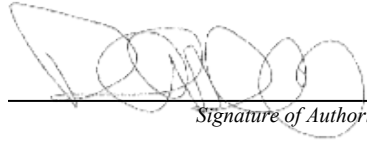
**CONTRACTOR:**

**Agreed to:**

**Agreed to:**

---

Karen Crocker  
Interim General Manager



---

*Signature of Authorized Agent*

**David Hall/ Nevada District GM**

---

*Date*

---

*Print or Type Name and Title*

**9/30/2024**

---

*Date*

**Reviewed as to Form:**

---

Sergio Rudin  
District General Counsel

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*Date*



214 27th Street  
 Sacramento, CA 95816  
 p. (800) 813-6763

**SOLD TO:**

Diamond Peak Ski Resort/ Incline Village \*  
 893 Southwood Blvd.  
 Incline Village , NV 89451

**Contact:**

John Tarmey

Proposal	
Proposal Date 8/12/2024	Proposal Number Service Request - 3412202 (Pending)
Customer Number 6146	

**SHIP TO:**

Diamond Peak Ski Resort  
 1210 Ski Way  
 Incline Village , NV 89451

PO Number	Order Date	Salesperson	Proposal Number
NEED PO	3/28/2024	Dave Hall	Service Request - 3412202 (Pending)
Terms			
Net 15			

Mfg	Model	Serial #	Description		
INGERSOLL-RAND	C950M3	033109	1250 HP CENTRIFUGAL COMPRESSOR		
Description	Discount	Subtotal	Tax	Total	
Total Parts		406.44	0.00	406.44	
Total Equipment		900.00	0.00	900.00	
Total Service Fees & Misc		702.00	0.00	702.00	
Total Labor		2,956.50	0.00	2,956.50	

**Total**      4,964.94      0.00      4,964.94

Annual start up to include oil sampling and vibration analysis. Multi-unit discount of 10% applied.

Freight: FOB Factory To approve this estimate, sign the bottom, provide a PO# & email or fax back.  
 Fax# 916-444-7619 This quote is valid for 30-days.



214 27th Street  
 Sacramento, CA 95816  
 p. (800) 813-6763

**SOLD TO:**

Diamond Peak Ski Resort/ Incline Village \*  
 893 Southwood Blvd.  
 Incline Village , NV 89451

**Contact:**

John Tarmey

Proposal	
Proposal Date 8/12/2024	Proposal Number Service Request - 3412203 (Pending)
Customer Number 6146	

**SHIP TO:**

Diamond Peak Ski Resort  
 1210 Ski Way  
 Incline Village , NV 89451

PO Number	Order Date	Salesperson	Proposal Number
NEED PO	3/28/2024	Dave Hall	Service Request - 3412203 (Pending)
Terms			
Net 15			

Mfg	Model	Serial #	Description		
	2C1145M3	M88-4463	125 HP CENTAC UNIT		
Description	Discount	Subtotal	Tax	Total	
Total Parts		406.44	0.00	406.44	
Total Equipment		900.00	0.00	900.00	
Total Service Fees & Misc		702.00	0.00	702.00	
Total Labor		2,956.50	0.00	2,956.50	
<b>Total</b>		4,964.94	0.00	4,964.94	

Annual start up to include oil sampling and vibration analysis. Multi-unit discount of 10% applied.

Freight: FOB Factory To approve this estimate, sign the bottom, provide a PO# & email or fax back.  
 Fax# 916-444-7619 This quote is valid for 30-days.



214 27th Street  
 Sacramento, CA 95816  
 p. (800) 813-6763

**SOLD TO:**

Diamond Peak Ski Resort/ Incline Village \*  
 893 Southwood Blvd.  
 Incline Village , NV 89451

**Contact:**

John Tarmey

Proposal	
Proposal Date 8/12/2024	Proposal Number Service Request - 3412204 (Pending)
Customer Number 6146	

**SHIP TO:**

Diamond Peak Ski Resort  
 1210 Ski Way  
 Incline Village , NV 89451

PO Number	Order Date	Salesperson	Proposal Number
NEED PO	3/28/2024	Dave Hall	Service Request - 3412204 (Pending)
Terms			
Net 15			

Mfg	Model	Serial #	Description	
INGERSOLL-RAND	3CII70M3	M85-3719C	200 HP CENTAC UNIT	
Description	Discount	Subtotal	Tax	Total
Total Parts		378.22	0.00	378.22
Total Equipment		900.00	0.00	900.00
Total Service Fees & Misc		702.00	0.00	702.00
Total Labor		2,956.50	0.00	2,956.50

**Total** 4,936.72 0.00 4,936.72

Annual start up to include oil sampling and vibration analysis. Multi-unit discount of 10% applied.

Freight: FOB Factory To approve this estimate, sign the bottom, provide a PO# & email or fax back.  
 Fax# 916-444-7619 This quote is valid for 30-days.



**M E M O R A N D U M**

**TO:** Board of Trustees

**FROM:** Erin Feore, Director of Human Resources

**SUBJECT:** Review, and Discuss, the General Manager Recruitment Process, Determine the Number of Anticipated Applicants to be Interviewed and the Preferred Method of interviewing Selected Candidates; Discuss, and Approve the Date(s) for Candidate Interviews

**RELATED DISTRICT POLICY, PRACTICES, RESOLUTIONS or ORDINANCES:** Resolution 1911, Policy and Procedure 144

**DATE:** October 4, 2024

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**I. RECOMMENDATION**

That the Board of Trustees review and discuss the General Manager Recruitment Process; and:

1. Determine the Number of Anticipated Applicants to be Interviewed; and
2. Determine the Preferred Method of Interviewing Selected Candidates; and
3. Discuss and Approve the Date(s) for Candidate Interviews

**II. BACKGROUND**

As directed by the Board of Trustees, the Human Resources Recruitment team created a dynamic flyer to promote the opened District General Manager position. On August 9, 2024, the position was posted both locally and regionally, but also nationwide. As of September 27, 2024, over sixty interested candidates submitted their applications for this position. ***It should be noted that while that number is significant, it is not representative of the number of qualified candidates for this position.***

On September 30, 2024, following extensive review of received candidate information, five potential candidates were identified and recommended to move on to the interview stage of this process. Each of these candidates has been

evaluated to ensure their education, employment history and depth of experience qualifies them for the role of General Manager for the District.

Because of the number of recommended candidates, the Board may consider conducting interviews using a two-step process: first, interview each of the candidates (either in-person or via Zoom) to determine how many candidates should proceed to the final interview. Second, conduct the final interviews, in-person only.

Should the Board choose to conduct only one interview meeting with all five candidates, and to ensure ample time is allotted for a thorough review of each proposed candidate, it is also recommended that the Board of Trustees consider holding a special meeting, outside of the regular meeting schedule.

Interviewing best practices recommend the interviewer(s) set a standard, pre-established interview format with identical questions for all candidates to reduce bias claims. The Board should determine if they would like the Human Resources Director to provide that pre-determined list of questions, or if they would like to individually ask the candidates their own questions, based on their review of the candidate's application and resume.

Lastly, it is recommended that the Board consider setting a special meeting to hold these interviews, whether multiple meetings or a only one meeting. If only one interview meeting is chosen, it is recommended that the date be set for no sooner than October 23<sup>rd</sup> for in-person interviews to allow for travel arrangements for each of the candidates. If a two-step interview process is selected, then it is recommended that the first of these meetings is set no later than October 23<sup>rd</sup> for Zoom interviews.

### **III. BID RESULTS**

Not Applicable

### **IV. ALTERNATIVES**

The Board may direct the Human Resources Director to continue the recruitment search until further notice.

The Board may elect to conduct Zoom interviews of candidates.

**V. ATTACHMENTS**

1. IVGID District General Manager Flyer

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

That the Board of Trustees review and discuss the General Manager Recruitment Process; and:

1. Determine the Number of Anticipated Applicants to be Interviewed; and
2. Determine the Preferred Method of Interviewing Selected Candidates;  
and
3. Discuss and Approve the Date(s) for Candidate Interviews



**Invitation to Apply**  
**IVGID GENERAL MANAGER**  
**Incline Village/Crystal Bay, Nevada**



## About Our Position

Under the general direction of the Board of Trustees, the General Manager assumes full responsibility for the operation and management of the Incline Village General Improvement District (IVGID). The General Manager is responsible for the implementation and efficient execution of District policies, procedures, resolutions and ordinances, as well as the oversight of the performance of IVGID’s fifty plus million dollar annual budget.

## Who We Are

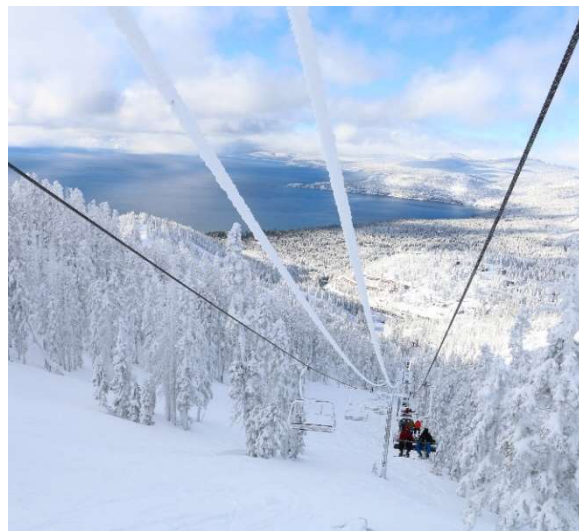
Established in 1961 by Washoe County under Nevada Revised Statute, Chapter 318, the Incline Village General Improvement District (IVGID) was chartered to provide water, sewer, trash and recreation services for the Incline Village and Crystal Bay communities. Governed by an elected Board of Trustees, acting on behalf of the electorate to set policy and determine strategies for accomplishing the charter. Within statute limits, IVGID is empowered to determine what facilities and services to offer that preserve or enhance the general health, safety and welfare of the community.

Located on the north shore of beautiful Lake Tahoe, the community includes approximately 9,400 parcels in an unincorporated rural area of Washoe County that enjoys a variety of year-round amenities. The approximately 900 year-round and seasonal employees include a Senior Leadership Team generally responsible for the Administration, Public Works, Parks & Recreation, Ski, Golf, Events & Catering, and Food & Beverage day-to-day operations.



## Who We Are Looking For

An innovative, dedicated and responsive professional with a proven track record of effective strategic management and excellent collaboration and communication skills. A strong leader with ethical standards to inspire teamwork and collaboration, while serving as a role model and mentor to all staff. This candidate will work to ensure careful compliance with District policies, practices and procedures, and applicable State, Federal and regional laws and regulations while managing diverse operations.



## Responsibilities Include

- Oversee District operations and management, including property, activities, staff, business and operations. As chief executive officer, responsible for all services, programs, budgets and overall operational and financial performance.
- Apply Board established policies into day-to-day practices. Provide leadership and strategic thinking to develop and implement operational goals, objectives, policies, capital improvement programs and services. Ensuring customer-service focused environment that supports achieving the District's mission, plans, objectives and values.
- Develop and present policy recommendations to the Board for approval and implement Board policies and directives. Direct District operation and management in compliance with Ordinances, Resolutions, Regulations, Long Range Principles, Strategic Plans, Policies and Practices.
- Implement personnel rules and regulations, recommend staffing levels and maintain direct, day-to-day supervision over District employees. Supervision includes hire, fire, motivate, discipline evaluate, promote, demote, transfer and train; all subject to established personnel policies, union contracts, Board policy and generally accepted personnel practices.

**This position is OPEN UNTIL FILLED.**  
To apply: [www.yourtahoeplace.com/jobs](http://www.yourtahoeplace.com/jobs)

IVGID HR - [jobs@yourtahoeplace.com](mailto:jobs@yourtahoeplace.com) or 775-832-1100





## Responsibilities Continued

- Support District management and identify operating issues both departmentally and Districtwide; analyze alternatives and initiate solutions through effective leadership, collaboration and communication. Participates in developing departmental strategic management and business plans to achieve desired outcome as directed by the Board.
- Negotiate and manage contracts and agreements to ensure oversight of deliverables, deadlines, contract terms and conditions to ensure compliance. This includes labor negotiation with identified union bargaining units and directing staff in preparation, award and administration of service, maintenance, construction, concessionaire, material and other necessary contracts.
- Set Senior Leadership Team direction with preparation and administration of the annual operating budget, strategic planning, long range financial planning and capital improvement programs for Board approval.
- With Board support and guidance, represents IVGID to the community, media and other entities, organizations and government agencies at the local, regional, state and federal level in a positive and professional manner. Remains informed on the latest developments within the District, county and region.

## Qualifications Include

- Related Bachelor's degree (Public Administration, Business, Finance, Accounting, Engineering) with a Master's degree (Public or Business Administration) strongly preferred.
- Ten (10) years related, increasingly responsible management in a customer service driven and multi-functional environment.
- Experience within a municipal, governmental, community-based organization managing hospitality related divisions, and recreational service environment is helpful, though experience in a senior leadership role within the private sector will also be considered.
- Successful management of disparate disciplines (finance, engineering, operations, administration, recreation, food and beverage and marketing) within a municipal, governmental, community-based organization or recreational service environment helpful.
- Executive leadership of hospitality related businesses (weddings and events, catering, food and beverage) is preferred but not required.
- Experience reporting to a publicly elected Board and providing public services subject to public scrutiny is preferred, but not required.

**This position is OPEN UNTIL FILLED.**  
**To apply: [www.yourtahoeplace.com/jobs](http://www.yourtahoeplace.com/jobs)**

**IVGID HR - [jobs@yourtahoeplace.com](mailto:jobs@yourtahoeplace.com) or 775-832-1100**



## Compensation

The District offers a fantastic and competitive total compensation package to compliment working at one of the most beautiful locations in North America – Lake Tahoe.

- \$240,000 - \$300,000 annual, depending on qualifications. *(Nevada does not have a State Income Tax)*
- District paid group medical, dental, vision and prescription for employee and percent for eligible employees.
- District paid short-term and long-term disability insurance.
- District paid \$50,000 life insurance for employee.
- Section 125 Flexible Spending Account and supplemental insurance options.
- 401(a) Pension with 13.3% of employee salary District contribution and 457(b) Deferred Compensation 8% District contribution with employee option to contribute additional amount.
- Eleven holidays and monthly accrual of sick and vacation leave.
- Recreation access to: Incline Recreation Center (indoor pool, fitness area, gym), Incline Tennis & Pickleball Center (8 tennis and 15 pickleball courts), Incline Golf Courses (two 18-hole courses, driving range, pro shop), Diamond Peak Ski Resort (655 acres of groomed and tree skiing trails).



## Application Process

**This position is OPEN UNTIL FILLED.** To apply: [www.yourtahoeplace.com/jobs](http://www.yourtahoeplace.com/jobs)

Must submit a District application with a cover letter and detailed resume.

*The recruitment process is being exclusively managed by the Human Resources Department. We ask candidates refrain from contacting individual Trustees to discuss their interest in this position to ensure continued compliance with the NRS.*

**Contact IVGID HR** - [jobs@yourtahoeplace.com](mailto:jobs@yourtahoeplace.com) or 775-832-1100

Candidate information will be screened utilizing the position criteria and the most highly qualified will be invited to participate in the selection process. If selected, the process will include phone interviews with appointed staff and final interviews with the Board of Trustees during an open, public meeting, in compliance with NRS 241.031.

*Equal Opportunity Employer*

8.22.24

**This position is OPEN UNTIL FILLED.**  
**To apply: [www.yourtahoeplace.com/jobs](http://www.yourtahoeplace.com/jobs)**

**IVGID HR - [jobs@yourtahoeplace.com](mailto:jobs@yourtahoeplace.com) or 775-832-1100**



**M E M O R A N D U M**

**TO:** Board of Trustees

**FROM:** Erin Feore  
Director of Human Resources

**SUBJECT:** Review, discuss, and possibly approve change to the reporting structure for the Contracts & Purchasing Manager position.

**REFERENCE:** Resolution 1911, Policy and Procedure 144

**DATE:** September 27, 2024

---

**I. RECOMMENDATION**

That the Board of Trustees review, discuss and approve the recommended change to the reporting structure for the Contracts & Purchasing Manager position.

**II. BACKGROUND**

When the Contracts & Purchasing Manager position was originally created, it was done so with the understanding that this position would report to the Director of Finance. After further review of position and the expectations of the candidate filling this role, Staff is recommending this position report directly to the General Manager.

This position will be responsible for the creation and management of Districtwide contracts and purchasing agreements and will oversee these functions from drafting to execution. This will require significant oversight by the General Manager, with input from both legal and, as needed, the Board of Trustees. While this position will work with various venue/division Directors, the General Manager will be responsible for providing general direction to this employee to ensure priorities are actively overseen and properly managed.

Further, ensuring internal controls are carefully managed, the General Manager will be responsible for confirming awarded contracts will not exceed Board of Trustees funding approval.

**III. ALTERNATIVES**

As an alternative, the Board of Trustees may direct staff to refrain from changing the original reporting structure so that this position remains reporting to the Director of Finance.



**M E M O R A N D U M**

**TO:** Board of Trustees

**FROM:** Erin Feore  
Director of Human Resources

**SUBJECT:** Review, discuss, and possibly approve the Contracts and Purchasing Manager job description

**REFERENCE:** Resolution 1911, Policy and Procedure 144

**DATE:** October 1, 2024

---

**I. RECOMMENDATION**

That the Board of Trustees review, discuss and approve the final draft of the Contracts and Purchasing Manager job description.

**II. BACKGROUND**

The Contracts and Purchasing Manager job description was initially prepared and approved by the General Manager in December 2023. Following further review of the job description and having received helpful input from Trustee Tulloch and Chair Schmitz, the job description has been significantly updated. As required in Resolution 1911, Policy and Procedure 144, "...any newly created position reporting directly to the General Manager will need to first be created by the Board of Trustees, with approval of the job description by the Board of Trustees prior to recruiting for the position." Given the material changes recommended to the job duties of the position, Board review of the job description is requested.

**III. ALTERNATIVES**

As an alternative, the Board of Trustees may direct staff to refrain from changing the job description.

**IV. ATTACHMENTS**

1. Original copy of the job description for the Contracts & Purchasing Manager
2. Recommended changes by Trustee Tulloch (in blue) and Chair Schmitz (in red).
3. Draft copy of the job description for approval.

**Incline Village General Improvement District  
Job Description**

**Job Title:** Contracts & Purchasing Manager  
**Job Number:** 1226A  
**Salary Grade:** 33  
**Department:** Finance  
**Reports To:** Assistant Director of Finance  
**FLSA Status:** Exempt - Administrative  
**Prepared By:** B. Magee/M. Bandelin/E. Feore  
**Prepared Date:** 12/27/2023  
**Approved By:** M. Bandelin  
**Approved Date:** 01/10/24

**SUMMARY**

Under the general direction of the Assistant Director of Finance, this position plans, organizes, directs and administers the Incline Village General Improvement District's (IVGID) purchasing program; supervises assigned personnel in purchasing and contract administration activities; partners with District management to negotiate and review contracts for Board review and approval.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**, not necessarily in order of priority, include the following. Assigned job tasks/duties are not limited to the essential functions.

1. Provides excellent customer service to customers and District partners and collaborators.
2. Reviews and administers District purchase orders and contracts, ensuring District compliance with applicable federal, state and local ordinances relative to procurement and contracting.
3. Reviews and signs bids, Request for Proposals (RFP), and Requests for Qualifications (RFQ) on behalf of the District, resolving disputes involving bid, RFP and contract issues.
4. Provides interpretation and advice for other District departments and venues regarding compliance with purchasing and contracting processes, procedures and laws.
5. Receives and reviews purchase requisitions for accuracy and adherence to state or federal requirements, Special District requirements, and policies and procedures of the Finance Division.
6. Places orders with chosen vendors to ensure the timely, cost efficient acquisition and delivery of required commodities and services.
7. Partnering with applicable personnel, prepares bid documents with terms, conditions and specifications for products or services for publication; advertises request for bid or RFP to attract likely suppliers; opens all bids submitted in a public forum; reviews and evaluates the merits of each bid in order to make recommendations for preferred suppliers to management.
8. Crafts, evaluates, negotiates and executes a wide variety of contracts covering a range of transactions.
9. Maintains records for correspondence and documentation in relation to established contracts and those in progress. Creates and maintains a contract management system internally to establish workflow related to specific contracts.
8. Develops purchasing and procurement guidelines and standards for use in the administration of purchasing functions and activities.

9. Writes reports, recommendations and correspondence to address a variety of issues related to the timely and cost efficient procurement of goods and services for assigned classifications.
10. Partners with District management, legal advisors and, as necessary, members of the Board of Trustees to mitigate common contract management risks, such as financial, legal, and security risks.
10. Evaluates operational performance, reviews work methods and procedures, and develops and implement changes in work processes to enhance efficiency.
11. Maintains a database of all purchasing and professional services contracts to include renewal dates. Evaluates vendor proposals to ensure all requirements are met and maintained.
12. Working closely with the Finance team, ensures financial obligations related to contract and purchasing management is maintained at all times.
13. Inputs and/or monitors employee time & pay records using an automated system. Ensures records are accurate each month.

**SUPERVISORY RESPONSIBILITIES**

Manages staff assigned to purchasing and contract administration. Is responsible for the overall direction, coordination, and evaluation of this unit. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

**QUALIFICATIONS** To perform this job successfully, an individual must be qualified to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION and/or EXPERIENCE**

Bachelors degree in Business Administration, Accounting, Public Administration or related field required from an accredited college or university and five years of experience performing procurement, preferably in a government agency and five years of demonstrated contract negotiation and management; including two years supervisory experience; or an equivalent combination of training and experience.

**COMPREHENSION/COMMUNICATION SKILLS**

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence and procedure manuals. Ability to effectively present technical information in a manner easily understood by end users when responding to inquiries from employees, suppliers, the general public and the Board of Trustees. The duties and responsibilities of this position necessitate the use of a District provided cellular phone.

**MATHEMATICAL SKILLS**

Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

**REASONING ABILITY**

Ability to define problems, collect data, establish facts, and draw valid conclusions.

**CERTIFICATES, LICENSES, REGISTRATIONS** Valid Driver's License. It is the employee's responsibility to maintain all required certifications and licenses and to report any changes to the supervisor. CPPB or CPPO preferred but not required.

**OTHER SKILLS OR ABILITIES**

Excellent organizational, analytical, communication, customer service and problem-solving skills. Very good leadership and supervisory skills. Must be self-motivated and show a high level of initiative while working and managing a wide

spectrum of technologies, applications and projects; ability to establish and maintain good working relationships; ability to remain current on computer technology; to effectively present information to a broad range of user abilities; detail oriented with the ability to handle confidential information and prioritize work to meet schedules and deadlines; ability to deal with changing circumstances in a positive manner; ability to maintain composure when dealing with irate customers

**PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the employer.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk or hear. The employee is occasionally required to stand; walk; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and ability to adjust focus.

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts, outside weather conditions, and risk of electrical shock. The noise level in the work environment is usually moderate.

I have read and understand this explanation and job description.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_

## ATTACHEMENT 2 – Recommended Changes

### Incline Village General Improvement District Job Description

**Job Title:** Contracts & Purchasing Manager  
**Job Number:** 1226A  
**Salary Grade:** 33  
**Department:** Finance  
**Reports To:** ~~General Manager~~ Assistant Director of Finance  
**FLSA Status:** Exempt - Administrative  
**Prepared By:** ~~B. Magee/M. Bandelin~~/E. Feore  
**Prepared Date:** ~~10/01/2024~~12/27/2023  
**Approved By:** ~~K. Crocker~~M. Bandelin  
**Approved Date:** 01/10/24

#### SUMMARY

Under the general direction of the ~~General Manager~~ Assistant Director of Finance, this position is responsible for leadership, direction, plans, organizes, directs and organization; of administers the Incline Village General Improvement District's (IVGID) strategic sourcing and purchasing programs and is responsible for the negotiation and oversight of; ~~negotiates~~ program; supervises assigned personnel in purchasing and contract administration activities; partners with District management to negotiate and reviews review contracts for the District Board review and approval.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**, not necessarily in order of priority, include the following. Assigned job tasks/duties are not limited to the essential functions.

1. Manages Procurement's (who/what is Procurement?) operating budget, including resource levels, salaries, expenses, and training.

~~1. Provides excellent customer service to customers and District partners and collaborators.~~

~~2. Manages, reviews~~ Reviews and administers District purchase orders and contracts, ensuring District compliance with applicable federal, state and District policies ~~local ordinances~~ relative to procurement and contracting.

Oversees the procurement processes to ensure the departments across the District have the resources needed to operate. This includes managing supplier relationships, approving purchase orders, and monitoring inventory levels.

Analyzing market trends and technologies to boost cost savings. Identify and implement cost-saving opportunities without sacrificing quality or service.

Builds strong relationships with suppliers and internal departments.

~~3. Reviews and signs bids, Request for Proposals (RFP), and Requests for Qualifications (RFQ) on behalf of the District, resolving disputes involving bid, RFP and contract issues.~~

~~4. Provides interpretation and advice for other District departments and venues regarding compliance with purchasing and contracting processes, procedures and laws.~~

Manages Supplier Bid Process, including: partnering

~~5. Receives and reviews purchase requisitions for accuracy and adherence to state or federal requirements, Special District requirements, and policies and procedures of the Finance Division.~~

~~6. Places orders with chosen vendors to ensure the timely, cost efficient acquisition and delivery of required commodities and services.~~

7. Partnering with applicable IVGID personnel in the preparation of to prepare, prepares bid documents with terms, conditions and specifications for products or services for publication; advertises request for bid or RFPs ~~RFP to attract~~

## ATTACHEMENT 2 – Recommended Changes

~~likely suppliers~~; opens all bids submitted in a public forum; reviews and evaluates the merits of each bid in order to make recommendations for preferred suppliers ~~and best value to~~ the District management and Board.

~~4. Drafts~~Creates, assesses risk~~evaluates, negotiates and executes contracts, agreements ad MOU's by working closely with the Finance team to ensure financial obligations related to contract and purchasing management are met.~~

Creates and maintains IVGID's contract management system, internally

Ensures compliance with contract terms and the renewals of contracts, agreements and MOU's.

~~8. Crafts, evaluates, negotiates and executes a wide variety of contracts covering a range of transactions.~~  
Establishes workflow related to specific contracts, including maintaining

~~9. Maintains records for correspondence and documentation in relation to established contracts, agreements and MOU's and those in progress. Creates and maintains a contract management system internally to establish workflow related to specific contracts.~~

~~58. Develops purchasing and manages Procurement policies and procedures~~procurement guidelines and standards for use in the administration of purchasing functions and activities.

~~9. Writes reports, recommendations and correspondence to address a variety of issues related to the timely and cost efficient procurement of goods and services for assigned classifications.~~

~~10. Partners with District management, legal advisors and, as necessary, members of the Board of Trustees to mitigate common contract management risks, such as financial, legal, and security risks.~~

~~10. Evaluates operational performance, reviews work methods and procedures, and~~ implements~~develops and implement~~ changes in work processes to enhance efficiency.

6. Ensures purchase requisitions are accurate and adhere to state or federal requirements, Special District requirements, and policies and procedures of

~~12. Working closely with the District Finance Division team, ensures financial obligations related to contract and purchasing management is maintained at all times.~~

~~13. 7. Inputs and/or monitors employee time & pay records using an automated system. Ensures records are accurate each month.~~

### **SUPERVISORY RESPONSIBILITIES**

Manages staff assigned to Procurement~~purchasing~~ and contract administration. ~~Is responsible for the overall direction, coordination, and evaluation of this unit. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems. Responsible for the overall direction, coordination, and evaluation of the group. Carries out supervisory responsibilities in accordance with~~ the District organization's policies and applicable laws.

8. Develops Strategic Sourcing strategy to deliver maximum value and savings from District procurement and contracts expenditures

9. Provides interpretation and advice for other District departments and venues regarding compliance with purchasing and contracting processes, procedures and laws.

10. Manages Supplier Relationships to ensure the timely, cost efficient acquisition and delivery of required commodities and services.

## ATTACHEMENT 2 – Recommended Changes

11. Partners with District management, legal advisors and, as necessary, members of the Board of Trustees to mitigate common contract management risks, such as financial, legal, and security risks.

~~QUALIFICATIONS~~—To perform this job successfully, an individual must be qualified to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### QUALIFICATIONS

#### **EDUCATION/~~and/or~~ EXPERIENCE**

- ~~Bachelors degree in~~ Supply Chain Management, Business Administration, Accounting, ~~Public Administration~~ or related field required from an accredited college or university
- ~~Five and five~~ years of experience performing Procurement~~procurement~~, preferably in a government agency
- ~~Five and five~~ years of demonstrated contract negotiation and management
- Demonstrated track record of delivering value and savings through sourcing and negotiating strategies
- ~~Two; including two~~ years supervisory experience; or an equivalent combination of training and experience.

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

- ~~Valid Driver's License.~~  
Ability to define problems, collect data, establish facts, and draw valid conclusions.  
ISM or CPPO preferred but not required.

#### **COMPREHENSION/COMMUNICATION SKILLS**

- ~~Ability to read, analyze, and interpret~~ general business periodicals, professional journals, technical procedures, or governmental regulations.
- ~~Ability to write reports, business correspondence and procedure manuals.~~
- ~~Ability to effectively present technical information in a manner easily understood by end users when responding to inquiries from employees, suppliers, the general public and the Board of Trustees.~~
- ~~The duties and responsibilities of this position necessitate the use of a District provided cellular phone.~~

#### **MATHEMATICAL SKILLS**

- Excellent organizational, analytical, communication, customer service and problem-solving skills.
- Excellent Negotiation and Presentation skills

~~Ability to deal with (what did Ray intend here?)~~ apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

#### **REASONING ABILITY**

~~Ability to define problems, collect data, establish facts, and draw valid conclusions.~~

- ~~**CERTIFICATES, LICENSES, REGISTRATIONS** Valid Driver's License. It is the employee's responsibility to maintain all levels of an organization required certifications and licenses and to report any changes to the supervisor. CPPB or CPPO preferred but not required.~~

#### **OTHER SKILLS OR ABILITIES**

- ~~Excellent organizational, analytical, communication, customer service and problem-solving skills.~~  
Demonstrated Very good leadership and supervisory skills.
- ~~Must be self-motivated and show a high level of initiative while working and managing a wide spectrum of technologies, applications and projects; ability to establish and maintain good working relationships; ability to remain current on computer technology; to effectively present information to a broad range of user abilities; detail oriented with the ability to handle confidential information and prioritize work to meet schedules and deadlines; ability to deal with changing circumstances in a positive manner; ability to maintain composure when dealing with irate customers~~
- Ability to establish and maintain good working relationships

## ATTACHEMENT 2 – Recommended Changes

- Detail oriented with the ability to handle confidential information
- Ability to prioritize work to meet schedules and deadlines;
- Adaptable and flexible, showing ability to deal with changing circumstances in a positive manner
- Excellent conflict resolution skills

### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the employer.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk or hear. The employee is occasionally required to stand; walk; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and ability to adjust focus.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts, outside weather conditions, and risk of electrical shock. The noise level in the work environment is usually moderate.

The requirements listed above are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

I have read and understand this explanation and job description.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_



**Incline Village General Improvement District  
Job Description**

**Job Title:** Contracts & Purchasing Manager  
**Job Number:** 1226A  
**Salary Grade:** 33  
**Department:** Finance  
**Reports To:** General Manager  
**FLSA Status:** Exempt - Administrative  
**Prepared By:** E. Feore / K. Crocker  
**Prepared Date:** 12/27/23 – Revised 10/1/24  
**Approved By:** K. Crocker  
**Approved Date:** 10/1/2024

**SUMMARY**

Under the general direction of the General Manager, this position is responsible for leadership, direction, and organization of the Incline Village General Improvement District’s (IVGID) strategic sourcing and purchasing programs and is responsible for the negotiation and oversight of contracts for the District.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**, not necessarily in order of priority, include the following. Assigned job tasks/duties are not limited to the essential functions.

1. Manages Procurement’s operating budget, including resource levels, salaries, expenses, and training.
2. Manages, reviews and administers District purchase orders and contracts, ensuring District compliance with applicable federal, state and District policies relative to procurement and contracting.
3. Oversees the procurement processes to ensure the departments across the District have the resources needed to operate. This includes managing supplier relationships, approving purchase orders, and monitoring inventory levels.
4. Analyzes market trends and technologies to boost cost savings. Identifies and implements cost-saving opportunities without sacrificing quality or service.
5. Builds strong relationship with suppliers and internal departments.
6. Manages Supplier Bid Process, partnering with applicable IVGID personnel in the preparation of bid documents with terms, conditions and specifications for products or services for publication; advertises request for bid or RFPs; opens all bids submitted in a public forum; reviews and evaluates the merits of each bid in order to make recommendations for preferred suppliers and best value to the District.
7. Drafts, assesses risks, negotiates and executes contracts, agreements and MOUs by working closely with the Finance team to ensure financial obligations related to contract and purchasing management are met.
8. Creates and maintains IVGID’s contract management system. Ensures compliance with contract terms and the renewals of contracts, agreements and MOUs. Establishes workflows related to specific contracts, including maintaining records for correspondence and documentations in relation to established contracts, agreements and MOUs; ensures proper certification of insurance coverage is received and maintained as defined in the approved contract.
9. Develops and manages Procurement policies and procedures for use in the administration of purchasing functions and activities and oversees Districtwide compliance with District procurement card policies by cardholders.
8. Evaluates operational performance, reviews work methods and procedures and implements changes in work processes to enhance efficiency.

## ATTACHMENT 3 – For Approval

9. Ensures purchase requisitions are accurate and adhere to federal, state and Special District requirements, and policies and procedures of the District.
10. Develops Strategic Sourcing strategy to delivery maximum value and savings from District procurement and contract expenditures.
11. Provides interpretation and advice for other District departments and venues regarding compliance with purchasing and contracting processes, procedures and laws.
12. Manages supplier relationships to ensure the timely, cost-efficient acquisition and delivery of required commodities and services.
13. Partners with District management, legal advisors and, as necessary, members of the Board of Trustees to mitigate common contract management risks, such as financial, legal, and security risks.
14. Manages staff assigned to procurement and contract administration and is responsible for the overall direction, coordination and evaluation of the group. Performs supervisory duties in accordance with the District’s policies and applicable laws, including interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

### QUALIFICATIONS

To perform this job successfully, an individual must be qualified to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### EDUCATION/EXPERIENCE

- Bachelor’s degree in Supply Chain Management, Business Administration, Accounting or related field required from an accredited college or university.
- Five years of experience performing procurement duties, preferably in a government agency.
- Five years of demonstrated contract negotiation management.
- Demonstrated track record of delivering value and savings through sourcing and negotiating strategies.
- Two years’ supervisory experience; or an equivalent combination of training and experience.

#### CERTIFICATES, LICENSES, REGISTRATIONS

- Valid Driver's License.
- ISM or CPPO preferred but not required.

#### COMPREHENSION/COMMUNICATION SKILLS

- Ability to read, analyze, and interpret professional journals, technical procedures, or governmental regulations.
- Ability to write reports, business correspondence and procedure manuals.
- Ability to effectively present technical information in a manner easily understood by end users when responding to inquiries from employees, suppliers, the general public and the Board of Trustees.
  - The duties and responsibilities of this position necessitate the use of a District provided cellular phone.

#### OTHER SKILLS OR ABILITIES

- Excellent organizational, analytical, communication, customer service and problem solving skills.
- Excellent negotiation and presentation skills.
- Excellent conflict resolution skills.
- Ability to define problems, collect data, establish facts and draw valid conclusions.
- Demonstrated leadership and supervisory skills.
- Must be self-motivated and show a high level of initiative while working and managing a wide spectrum of technologies, applications and projects.

## ATTACHMENT 3 – For Approval

- Ability to establish and maintain good working relationships; adaptable and flexible, showing ability to deal with changing circumstances in a positive manner.
- Detailed oriented with the ability to handle confidential information.

### PHYSICAL DEMANDS

The physical and mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job:

- Strength, dexterity, coordination, to use keyboard and video display terminal for prolonged periods.
- Strength and stamina to bend, stoop, sit, and stand for long periods of time.
- Dexterity and coordination to handle files and single pieces of paper; occasional lifting of files, stacks of paper or reports, references, and other materials. Some reaching for items above and below desk level.
- Some bending, squatting, and stooping to access files and records is necessary.
- The manual dexterity and cognitive ability to operate a personal computer using word processing and databases.
- The ability to interact professionally, communicate effectively, and exchange information accurately with all internal and external customers.
- Ability to appropriately handle stress and interact with others, including supervisors, coworkers, employees, and the public.
- Maintain regular and consistent punctuality and attendance. Light lifting (up to 25 pounds) is occasionally required.

### WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Position functions indoors in an office type environment where most work is performed at a desk. Position may require occasional travel by car to carry out deliveries or pick up material. Work environment is generally clean with limited exposure to conditions such as dust, fumes, noise, or odors. Frequent interruptions to planned work activities occur.

I have read and understand this explanation and job description.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_

**MEMORANDUM****TO:** Board of Trustees**THROUGH:** Karen Crocker, Interim District General Manager / Director of Parks and Recreation**FROM:** Mike Gove, Director of IT/IS, Susan Griffith, Interim Director of Finance**SUBJECT:** Review, discuss, and direct staff to work with Legal Counsel to finalize an agreement with Tyler Systems and authorize the Interim General Manager to execute the agreement for services noted in quote #2024-489621-K4S7M9 to include: Open Finance Public Finance Portal implementation; Employee Self Service Web Portal upgrade; and onsite Enterprise ERP training not to exceed amount of \$97,400. (Requesting Staff Members: Director of Information Technology Mike Gove and Interim Director of Finance Susan Griffith)**DATE:** October 9, 2024**I. RECOMMENDATION**

That the Board of Trustees direct staff to work with Legal Counsel to finalize an agreement with Tyler Systems and authorize the Interim General Manager to execute the agreement for services noted in quote #2024-489621-K4S7M9 to include: Open Finance Public Finance Portal implementation; Employee Self Service Web Portal upgrade; and onsite Enterprise ERP training not to exceed amount of \$97,400.

**II. BACKGROUND**

IT and Finance staff have been working together to come up with a plan to perform several tasks with the support of Tyler Systems to assist in training and support for the Tyler ERP system. Most of the current finance staff are new to the District and were not involved with the initial implementation of the Tyler ERP. As staff exited the finance department, the knowledge of the setup and operation of the Tyler ERP was lost. In addition, as new staff have come into the department, there have been inefficiencies identified with current processes that staff are seeking the support from Tyler to resolve.

In exploring this engagement, staff chose to explore areas of manual effort as the first priority for support from Tyler. A few of those areas outlined here below are the Invoice Entry Workflow process, HR recruiting process as well as the Open Finance Portal integration. Staff requested that Tyler prioritize this work to be completed first.

Staff also requested that Tyler perform all of its work onsite with this engagement, starting with the investment assessments and working their way through the priorities identified in the quote. Any hours not consumed within District staff's identified priorities will be applied to findings from the investment assessments.

It should be noted that the current estimated lead time for this engagement to begin is 90 days from the execution of this quote. Staff will work with Tyler to expedite the execution of this agreement.

Please find attached a table summarizing the type of work needed for each quote line item with a description of the issue being addressed.

**III. BID RESULTS**

**IV. FINANCIAL IMPACT AND BUDGET**

Staff will transfer monies between functions within the General Fund. This will not create a budget augmentation.

**V. ALTERNATIVES**

**VI. COMMENTS**

**VII. BUSINESS IMPACT/BENEFIT**

**VIII. ATTACHMENTS**

- 1. Tyler Munis Quote

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



Quoted By:  
 Quote Expiration:  
 Quote Name:

Christina Young  
 02/08/25  
 Incline Village GID-ERP-  
 Implementation Time

**Sales Quotation For:**

**Shipping Address:**

Incline Village General Improvement District  
 893 Southwood Blvd  
 Incline Village NV 89451-9425

**Tyler SaaS and Related Services**

Description	Qty	Imp. Hours	Annual Fee
Human Resources Management			
Payroll w Employee Access Migration	1	24	\$ 6,955.00
Data Insights			
Open Finance	1	0	\$ 12,000.00
		Sub-Total:	\$ 18,955.00
		<i>Less Discount:</i>	<i>\$ 6,955.00</i>
		<b>TOTAL</b>	<b>\$ 12,000.00</b>

**Professional Services**

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Install Fee - Open Finance	1	\$ 3,200.00	\$ 0.00	\$ 3,200.00	\$ 0.00
Investment Assessment - Financials	24	\$ 200.00	\$ 0.00	\$ 4,800.00	\$ 0.00

Investment Assessment - PR/HR	24	\$ 200.00	\$ 0.00	\$ 4,800.00	\$ 0.00
Investment Assessment Write Up - Financials	8	\$ 200.00	\$ 0.00	\$ 1,600.00	\$ 0.00
Investment Assessment Write Up - PR/HR	8	\$ 200.00	\$ 0.00	\$ 1,600.00	\$ 0.00
Phase 2 - Capital Assets Implementation	48	\$ 200.00	\$ 0.00	\$ 9,600.00	\$ 0.00
Phase 2 - Capital Budgets Training	32	\$ 200.00	\$ 0.00	\$ 6,400.00	\$ 0.00
Phase 2 - Cash Management - Implementation	24	\$ 200.00	\$ 0.00	\$ 4,800.00	\$ 0.00
Phase 2 - Inventory - Implementation	48	\$ 200.00	\$ 0.00	\$ 9,600.00	\$ 0.00
Phase 2 - Invoice Entry Improvement and Training	24	\$ 200.00	\$ 0.00	\$ 4,800.00	\$ 0.00
Phase 2 - Recruiting/On-Boarding	32	\$ 200.00	\$ 0.00	\$ 6,400.00	\$ 0.00
Project Management	40	\$ 175.00	\$ 0.00	\$ 8,000.00	\$ 0.00
Onsite Implementation	24	\$ 200.00	\$ 0.00	\$ 4,800.00	\$ 0.00
<b>TOTAL</b>				<b>\$ 70,400.00</b>	<b>\$ 0.00</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 12,000.00
Total Tyler Services	\$ 70,400.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
<b>Summary Total</b>	<b>\$ 70,400.00</b>	<b>\$ 12,000.00</b>
<b>Contract Total</b>	<b>\$ 82,400.00</b>	
<b>Estimated Travel Expenses excl in Contract Total</b>	<b>\$ 15,000.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

P.O.#: \_\_\_\_\_

All Primary values quoted in US Dollars

**Tyler Annual Discount Detail (Excludes Optional Products)**

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Human Resources Management			
Payroll w Employee Access Migration	\$ 6,955.00	\$ 6,955.00	\$ 0.00
Data Insights			
Open Finance	\$ 12,000.00	\$ 0.00	\$ 12,000.00
<b>TOTAL</b>	<b>\$ 18,955.00</b>	<b>\$ 6,955.00</b>	<b>\$ 12,000.00</b>

**Comments**

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.



- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.  
Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Your rights, and the rights of any of your end users, to use Tyler's Access applications are subject to the Terms of Services, available at <https://www.tylertech.com/terms/tyler-access-applications-migration-terms>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Item from Quote	Function	Reason for request
Open Finance	Public access portal for financial information	Replacing OpenGov, staff are currently having to manually intervene with what should be an automatic upload of system data to Tyler. Tyler's portal is simpler to manage and use.
Employee Access Migration / Employee Self Service Portal Upgrade	Public web portal used by applicants and active/termed employees to access employment applications/W2's/Paystubs	The current site is outdated and needs to be updated. Tyler has discounted the cost of this to net-zero.
Investment Assessments	Tyler will review the current setup of the modules and how staff are leveraging the ERP System and provide a report to management staff about potential improvements or efficiencies.	Current staff were not trained by Tyler on the modules that are being requested for support in this interaction. As such, current staff do not know the scope of the software system they are interacting with on a daily basis.
Capital Assets Module	It is crucial that staff be able to track capital asset disposals and assets placed in service. Staff need to be able to depreciate within the accounting software	Current staff has not received training on this module. Auditors found that it was necessary to improve our capital asset tracking.
Inventory Module	Having the inventory module implemented will help identify areas of variance and improve upon internal controls.	Current staff has not received training on this module. Auditors discussed the physical inventory counts needed to be improved upon.
Cash Management Module	The cash management module will help to efficiently complete monthly bank reconciliations.	Current staff has not received training on this module. This module will help staff to utilize the tools to create a direct interface with our banking systems and ERP software.
Invoice Entry Improvement and Training	This module allows a streamlined workflow for accounts payable approval and invoice processing.	The current system relies upon email communications to request and receive purchase order numbers and approvals.
Recruiting and On-Boarding	This module allows for job applications to be hosted on the Employee Access portal, providing applicants and managers to interact directly through the Tyler ERP.	Additional training is required to get this module setup and operational on the new Employee self-service portal.
Project Management	Tyler will be providing the District with a Project Manager to oversee the completion of the requested and identified tasks.	This item is a requirement from Tyler to support their engagement with the District.

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Karen Crocker  
Interim District General Manager/Director of Parks and Recreation

**FROM:** Mike Bandelin  
Diamond Peak Ski Resort General Manager

**SUBJECT:** Review, discuss and possibly approve Blanket Purchase Orders for Purchase of Food and Beverage from U.S. Foods in Amount Not to Exceed \$479,500, with Sierra Meet and Seafood in Amount Not to Exceed \$200,000 and Southern Glazer Wine and Spirits in Amount Not to Exceed \$158,500 for Fiscal Year 2024/25, Pursuant to NRS 332.115 and Board Policy 21.1.0

**RELATED DISTRICT POLICIES,  
PRACTICES, RESOLUTIONS OR  
ORDINANCES:** Board Policy 21.1.0 - Purchasing Policy for Goods and Services

**DATE:** October 9, 2024

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**I. RECOMMENDATION**

That the Board of Trustees makes a motion to:

1. Approve the Blanket Purchase Order for US Foods in the amount of not to exceed \$479,500; and
2. Approve the Blanket Purchase Order for Sierra Meat and Seafood in the amount of not to exceed \$200,000; and
3. Approve the Blanket Purchase Order for Southern Glazer Wine and Spirits in the amount of not to Exceed \$158,500 for Fiscal Year 2024/25, pursuant to NRS, 332.15 and Board Policy 21.1.0.

**II. BACKGROUND**

Board Policy 21.1.0, Purchasing Policy for Goods and Services, adopted by the Board of Trustees on July 27, 2022, requires that all contracts, including purchase orders, for transactions expected to exceed \$100,000 be approved by the Board of Trustees. Board policy as well as NRS 332.115 further provides for exceptions to the requirement for public advertising and competitive bidding for

specified contracts.

The District's Purchasing procedures require that a purchase order is required for any contract or procurement exceeding \$5,000. While many Purchase Orders are tied to specific contracts or individual bid procurements, Blanket Purchase Orders are used to cover multiple transactions with a single vendor, typically for routine and recurring transactions. In general, Purchase Orders or contracts exceeding \$100,000 require Board approval, provided that the underlying contract has been let consistent with the public bidding requirements set forth in the NRS as well as the District's Purchasing Policy.

However, NRS 332.115 (attached) provides for selected exceptions to the public advertising and competitive bidding requirements. Among the exemptions provided for in NRS 332.115 are purchases for goods and commodities for resale at retail by public agencies. For the District, several vendors are utilized to supply food and beverage operations fall within this exemption.

This agenda item has been prepared seeking District Board of Trustees approval for selected blanket purchase orders for planned procurement activities with specific vendors, which are:

1. Estimated to exceed \$100,000 for the fiscal year,
2. Where the commodity or service procured is specifically exempted from public advertising and competitive bidding requirements (NRS 332.115.1.(p) exempts items for resale at retail outlet operated by a local public agency).

While the NRS includes exemptions for selected categories of local public agency procurement, Board Policy 21.1.0 provides that the District will undertake procurement with the presumption of competitive solicitation, unless it is in the District's interest to forego competitive solicitation. The District's long-standing practice has been to solicit informal quotes from vendors with available inventory for products purchased for resale at the District's food and beverage venues.

### **III. BID RESULTS**

The recommendations included in this agenda item are being made consistent with applicable provisions of the District's Purchasing Policy (21.1.0) and NRS 332.

### **IV. FINANCIAL IMPACT AND BUDGET**

Funding or appropriations of \$1,258,226 are included in District venues Fiscal Year

2024/25 operating budgets to cover the estimated expenditures for the blanket purchase orders presented in this report (Attachment A). This report is seeking Board approval of a total \$838,000 in transactions using blanket purchase orders with three vendors; US Foods, Sierra Meat and Seafood and Southern Glazer Wine and Spirits. There are seven other proposed vendors provided in (Attachment A) totaling \$320,000 for a total requested amount of \$1,158,000 which is \$100,226 below the funding provided within the Fiscal Year 2024/25 venue operating budgets.

## **V. ALTERNATIVES**

There are no alternatives the staff is recommending at this time.

## **VI. COMMENTS**

This Agenda item seeks Board approval for selected Food and Beverage Vendors where transactions are estimated to exceed \$100,000 for the fiscal year. For informational purposes, this report also provides a listing of Food and Beverage vendor blanket purchase that may be approved under the District's General Manager and the Chair of the Board contract authority (Attachment A).

## **VII. BUSINESS IMPACT/BENEFIT**

Nevada Revised Statutes 237 requires a public agency to perform an analysis of the impact and prepare a business impact statement when considering a new ordinance, or amending an old ordinance, or changing a fee which is likely to impose a direct and significant economic burden on a business. No business impact statement is required for this item.

## **VIII. ATTACHMENTS**

1. (Attachment A) Vendor and Appropriations
2. IVGID Purchase Order Agreement US. Foods
3. US Foods Price
4. US Foods Price (2)
5. US Foods Price (3)
6. IVGID Purchase Order Agreement. Sierra Meats and Seafood
7. Sierra Meats Price
8. IVGID Purchase Order Agreement Southern Glazer Wine and Spirits
9. Southern Glazer Price
10. Southern Glazer Price (2)
11. NRS 332.115 Contract not adopted to award by competitive solicitation

Review, discuss and possibly approve Blanket Purchase -4-  
Orders for Purchase of Food and Beverage from U.S. Foods  
in Amount Not to Exceed \$479,500, with Sierra Meet and  
Seafood in Amount Not to Exceed \$200,000 and Southern  
Glazer Wine and Spirits in Amount Not to Exceed \$158,500  
for Fiscal Year 2024/25, Pursuant to NRS 332.115 and Board Policy 21.1.0

October 9, 2024

## 12. Board Policy 21.1.0

Attachment A

Incline Village General Improvement District  
 Food and Beverage  
 Fiscal 2024-25 Blanket Purchase Orders

*Purchases for Resale Inventory exempt from competitive solicitation under NRS 332.115*

Vendor	Description	Dept.	Fiscal 2022-23 Amts	Fiscal 2023-24 Amts	Fiscal 2024-25 Amts	Change (%) FY24 to FY25	Change (%) FY23 to FY25
US Food Service Inc.	Food	F&B	479,500	479,500	479,500	0.0%	0.0%
Sierra Meat and Seafood	Food	F&B	200,000	200,000	200,000	0.0%	0.0%
Sysco Foodservice	Food	F&B	60,000	70,000	70,000	0.0%	16.7%
L&C Cook Specialty (Truckee Sourdough)	Food	F&B	55,000	55,000	45,000	-18.2%	-18.2%
Produce Plus	Food	F&B	28,000	30,000	20,000	-33.3%	-28.6%
Swire Coca Cola	Food	F&B	60,000	60,000	50,000	-16.7%	-16.7%
Southern Glazer Wine and Spirits	Beverage	F&B	158,500	158,500	158,500	0.0%	0.0%
New West Distributing	Beverage	F&B	55,000	55,000	55,000	0.0%	0.0%
Capital Beverages INC	Beverage	F&B	45,000	50,000	50,000	0.0%	11.1%
Breakthru Beverages	Beverage	F&B	27,500	30,000	30,000	0.0%	9.1%
<b>Total</b>			<b>1,168,500</b>	<b>1,188,000</b>	<b>1,158,000</b>	<b>-2.5%</b>	<b>-0.9%</b>

Budget Management	FY25 Budget	FY25 Requested Amts
FY25 Food Budget	\$ 921,300	864,500
FY25 Beverage Budget	\$ 336,926	293,500
<b>Total</b>	<b>\$ 1,258,226</b>	<b>1,158,000</b>



Incline Village General Improvement District  
Purchase Order Agreement

<p><b>G.L. # 32, 33, 34, 39</b></p> <p style="text-align: center;"><b>CONTRACTOR</b></p> <p>US Food Service Inc. North Hills Blvd Reno, NV 89506 ATTN: Jeremy Wilken Phone: 1-888-648-2580 Email: 4osfocredit.Shared@usfoods.com</p>	<p><b>Purchase Order No.</b></p> <p style="text-align: center;"><b>INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT</b></p> <p>Food &amp; Beverage Department 893 Southwood Blvd. Incline Village, NV 89451 Attn: Evan Carsman Phone: 775-832-1329 email: eec@ivgid.org</p>
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This Purchase Order is subject to the attached terms and conditions.

**Services:** The Contractor, through this agreement provides delivery of foodservice products that includes but is not limited to produce, dairy, n/a beverage, dry grocery, beef, pork, poultry, frozen/refrigerated grocery, janitorial supplies, disposables and equipment.

**Price:** Total price under this Purchase Order shall not exceed \$479,500, to be billed based on the goods requested by IVGID and actually delivered by Contractor, in accordance with the unit prices on the attached price list.



## PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

1. Acceptance; Entire Agreement. This purchase order for services issued by the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ("DISTRICT") to the Contractor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in the Contractor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Contractor's performance of any portion of this order shall be considered acceptance by the Contractor of the terms herein.

2. Compensation. Contractor shall be paid on a time and materials or firm fixed fee basis, as may be agreed upon by the parties as described in this Purchase Order, or in documents attached hereto and hereby made a part hereof, within 30 days of receipt of invoice. If the work is performed on a time and materials basis, the invoice shall include a detailed description of the work performed, labor hours and materials.

3. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government. DISTRICT shall assist Contractor, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her work.

4. Standard of Care. The Contractor shall perform the work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. Contractor shall also comply with State and Federal environmental and safety regulations as they apply to the scope of work.

5. Insurance. Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, naming DISTRICT as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage; C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Contractors providing professional services shall provide Professional

Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed or authorized to do business in Nevada.

6. Indemnification. The Contractor shall indemnify and hold harmless DISTRICT, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Contractor or a subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the active or sole negligence or willful misconduct of DISTRICT. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to DISTRICT and DISTRICT's attorneys' fees incurred in such an action. If Contractor's obligation to defend, indemnify and/or hold harmless arises out of Contractor's performance of "design professional" services subject to NRS 338.155, then, and only to the extent required by NRS 338.155, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or its employees and agents. Moreover, while Contractor shall not be required to initially defend the District, Contractor, if adjudicated to be liable by a trier of fact, the Contractor shall be reimburse the District or the attorney's fees and costs incurred by the District defending the action in an amount which is proportionate to the liability of the Contractor. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses arising from the work performed by the Contractor for the District.

7. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of DISTRICT, which may

be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of DISTRICT. No employee or agent of Contractor shall become an employee of DISTRICT. This is an integrated Contract representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto. This Purchase Order is not intended to and will not preclude Contractor's employees from exercising available rights under the DISTRICT's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the DISTRICT in accordance with the Whistleblower Policy.

8. Notice of Labor Dispute. Whenever Contractor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, Contractor shall immediately notify and submit all relevant information to DISTRICT.

9. Changes. By written notice, DISTRICT may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to DISTRICT by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or DISTRICT shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the purchase order as changed.

10. Obligations. Contractor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all facilities necessary to execute, complete, and deliver the work within the specified time.

11. Damage to District Facilities. Damage to DISTRICT or public facilities or private property caused by the Contractor or by its subcontractors during performance of services shall be repaired and/or replaced in kind at no cost to the DISTRICT.

12. Site Safety and Cleanup. The project site shall be kept clean and free of hazards at all times during performance of services. After and installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

13. Installation. If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the DISTRICT.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE**

**OWNER:  
INCLINE VILLAGE G. I. D.**

**CONTRACTOR:**

**Agreed to:**

**Agreed to:**

\_\_\_\_\_  
Karen Crocker  
Interim General Manager

\_\_\_\_\_  
*Signature of Authorized Agent*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print or Type Name and Title*

\_\_\_\_\_  
*Date*

**Reviewed as to Form:**

\_\_\_\_\_  
Sergio Rudin  
District General Counsel

\_\_\_\_\_  
*Date*



# Order Guide #889491

366 products

Created: 9/25/2024 at 9:29:14 AM

Division: RENO (4110)

Customer: IVGID-DIAMOND PEAK SKI (93739894)

Department: DIAMOND KITCHEN(2)

## APPETIZERS, ENTREES, & POTATOES REF & FZN (15 products)

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
320	2372928	CHILI, BEEF W/ BEAN RTU BAG FROZEN	WHITEY'S-WINDSOR								4/5 LB	\$81.23/CS \$26.40/EA
224	7066767	MACARONI and CHEESE, CAVATAPPI PASTA CHEDDAR WHITE BOIL IN BAG FROZEN	STOUFFERS								4/4 LB	\$59.87/CS
66	2332526	ONION RING, BATTERED BEER 5/8 TFF PARFRIED FROZEN APPETIZER	MOLLY'S KITCHEN								4/2.5 LB	\$46.44/CS \$15.09/EA
358	8343956	POTATO, DICED 5/8 SKINLESS BLANCHED SOUTHERN STYLE REF	CROSS VALLEY FARMS								2/10 LB	\$25.42/CS
330	4018990	POTATO, FRENCH-FRY 1/4 SHOESTRING SKIN-ON TFF EXTRA-LONG-FANCY FROZEN	LW PRIVATE RESERVE								6/4.5 LB	\$49.04/CS
42	1552124	POTATO, FRENCH-FRY SHOESTRING 1/4 COATED CLEAR EXTRA-LONG-FANCY FROZEN	MONARCH								6/4.5 LB	\$52.37/CS
178	5736574	POTATO, FRENCH-FRY SWEET 3/16X3/8 STRAIGHT-CUT COATED TFF FANCY FROZEN TR	SWEET THINGS								5/3 LB	\$39.36/CS
85	2855724	POTATO, FRENCH-FRY SWEET 3/16X3/8 STRAIGHT-CUT COATED TFF LONG FANCY FROZ	MONARCH								5/3 LB	\$40.48/CS
72	2497253	POTATO, MASHED SKINLESS YUKON GOLD SEASONED BOIL IN BAG FROZEN	LAMBS SUPREME								6/4 LB	\$50.87/CS \$11.02/EA
137	4349379	POTATO, SLICED 3/16 SKINLESS TFF FROZEN HOME FRY	TRADITIONAL								6/5 LB	\$54.54/CS
337	4636437	SOUP, BROCCOLI CHEESE RTU POUCH FROZEN	MOLLY'S KITCHEN								4/8 LB	\$58.31/CS \$18.95/EA
325	3505996	SOUP, CHICKEN NOODLE PHO-FREE RTU BAG FROZEN	MOLLY'S KITCHEN								4/8 LB	\$55.36/CS
335	4633087	SOUP, CLAM CHOWDER BOSTON RTU BAG FROZEN NEW ENGLAND	MOLLY'S KITCHEN								4/8 LB	\$61.34/CS
142	4633186	SOUP, MINISTRONE RTU BAG FROZEN	MOLLY'S KITCHEN								4/8 LB	\$50.22/CS
336	4633335	SOUP, SQUASH BUTTERNUT RTU BAG FROZEN	MOLLY'S KITCHEN								4/8 LB	\$74.55/CS

## BEVERAGE (16 products)

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
359	8370314	COCOA MIX, HOT CHOCOLATE POWDER POUCH DISPENSER	RITUALS								12/2 LB	\$89.49/CS \$9.69/EA

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
149	4781939	DRINK, SODA CLUB CANADA DRY PET PLASTIC BOTTLE	CANADA DRY								4/6/10 OZ	\$25.79/CS \$8.38/EA
231	7273816	DRINK, SODA GINGER ALE CAN	SHASTA								48/8 OZ	\$18.45/CS \$0.50/EA
282	8949452	JUICE, APPLE 100% PET PLASTIC BOTTLE SHELF STABLE	THIRSTER								8/48 OZ	\$34.61/CS \$5.62/EA
209	6590368	JUICE, APPLE 100% SPLASH ASEPTIC POUCH SHELF STABLE	CAPRI SUN								4/10/6 OZ	\$22.06/CS
210	6591507	JUICE, BERRY 100% ASEPTIC POUCH SHELF STABLE	CAPRI SUN								4/10/6 OZ	\$22.06/CS
347	6591572	JUICE, FRUIT PUNCH 100% ASEPTIC POUCH SHELF STABLE	CAPRI SUN								4/10/6 OZ	\$22.06/CS \$7.17/EA
230	7242542	JUICE, GRAPE 100% PET PLASTIC BOTTLE SHELF STABLE	THIRSTER								8/48 OZ	\$34.47/CS
83	2814800	JUICE, GRAPEFRUIT 100% CAN SHELF STABLE	THIRSTER								24/7.2 OZ	\$26.96/CS
147	4760103	JUICE, GRAPEFRUIT 100% PET PLASTIC BOTTLE W/ POUR SPOUT SHELF STABLE	THIRSTER								8/48 OZ	\$38.29/CS
52	1940451	JUICE, LEMON CONCENTRATE PLASTIC BOTTLE SHELF STABLE	REALEMON								8/48 OZ	\$34.36/CS \$5.58/EA
334	4605416	JUICE, ORANGE 100% NO PULP PLASTIC BOTTLE REF	TROPICANA PURE PREMIUM								12/12 OZ	No Price
232	7276710	JUICE, ORANGE 100% NOT-FROM-CONCENTRATE PURE PREMIUM PLASTIC JUG REF	TROPICANA								4/128 OZ	\$49.47/CS \$16.08/EA
104	3555491	JUICE, ORANGE 100% PET PLASTIC BOTTLE W/ POUR SPOUT SHELF STABLE	THIRSTER								8/48 OZ	\$46.66/CS \$7.58/EA
309	9885779	JUICE, PINEAPPLE 100% PET PLASTIC BOTTLE W/ POUR SPOUT SHELF STABLE	THIRSTER								8/48 OZ	\$45.23/CS \$7.35/EA
342	5790161	JUICE, TOMATO 100% PET PLASTIC BOTTLE SHELF STABLE	THIRSTER								8/48 OZ	\$24.74/CS

**CHEESE (17 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
297	9404374	CHEESE, BRIE SPREAD PLASTIC TUB REF	GLENVIEW FARMS								2/3 LB	\$43.02/CS \$27.96/EA
2	108076	CHEESE, BRIE TIN REF	PRESIDENT								12/4.5 OZ	\$44.49/CS \$4.82/EA
162	4985693	CHEESE, CHEDDAR MILD SLICED .75 OZ TRAY YELLOW REF	GLENVIEW FARMS								4/2.5 LB	\$43.17/CS \$14.03/EA
76	2651851	CHEESE, CHEDDAR MONTEREY JACK BLEND SHRED FANCY RBST FREE 50/50 BAG REF	GLENVIEW FARMS								4/5 LB	\$65.67/CS \$21.34/EA
339	4997003	CHEESE, CHEDDAR SHARP SLICED .75 OZ TRAY YELLOW REF	GLENVIEW FARMS								4/2.5 LB	\$44.38/CS \$14.42/EA



Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
283	8985137	CHEESE, CHEVRE CRUMBLE DOMESTIC TRAY REF GOAT	GLENVIEW FARMS								2/2 LB	\$35.07/CS \$22.80/EA
243	7686181	CHEESE, COTIJA LOAF DOMESTIC CRYOVAC REF	DEL PASADO								4/5 LB	\$95.46/CS \$31.02/EA
207	6560619	CHEESE, FETA BLOCK IN BRINE TUB REF	GLENVIEW FARMS								2/9 LB	\$71.59/CS \$46.53/EA
208	6560825	CHEESE, FETA CRUMBLE BAG REF	GLENVIEW FARMS								4/2.5 LB	\$42.97/CS \$13.97/EA
246	7727761	CHEESE, GORGONZOLA CRUMBLE BAG REF	ROSELI								5 LB	\$23.06/CS
201	6419519	CHEESE, MONTEREY JACK SLICED .75 OZ TWIN PACK REF	GLENVIEW FARMS								6/1.5 LB	\$37.72/CS \$8.17/EA
345	6382386	CHEESE, MOZZARELLA SHRED FEATHER LOW-MOISTURE-WHOLE-MILK BAG REF	ROSELI								4/5 LB	\$64.67/CS \$21.02/EA
105	3587482	CHEESE, PARMESAN GRATED BAG REF IMPORTED ARGENTINA	ROSELI								4/5 LB	\$118.93/CS \$38.65/EA
271	8595498	CHEESE, PARMESAN SHAVED BAG REF	GALBANI PROFESSIONALE								4/5 LB	\$100.36/CS \$32.62/EA
298	9419516	CHEESE, PROVOLONE SLICED .75 OZ TWIN PACK REF	ROSELI								6/1.5 LB	\$37.57/CS \$8.14/EA
40	1419514	CHEESE, SWISS SLICED .75 OZ 3.5 TWIN PACK REF	METRO DELI								6/1.5 LB	\$44.72/CS \$9.69/EA
163	4996989	CHEESE, SWISS SLICED .75 OZ TRAY REF	GLENVIEW FARMS								4/2.5 LB	\$48.73/CS \$15.84/EA

**CHEMICALS & CLEANING AGENTS (5 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
308	9872284	CLEANER, FLOOR SANITIZING WASH N WALK LIQUID JUG GREEN	ECOLAB								2.5 GA	\$191.46/CS
84	2840726	DETERGENT, DISHWASHER SOLID POWER XL SOLID CAPSULE WHITE	ECOLAB								4/9 LB	\$244.83/CS \$61.21/EA
119	4067328	DETERGENT, POT and PAN MANUAL PANTASTIC LIQUID DRUM CLEAR BLUE FLORAL SCENT	ECOLAB								5 GA	\$172.29/CS
166	5102637	RINSE ADDITIVE, DISHWASHER BRILLIANCE SOLID IW DARK BLUE GREEN	ECOLAB								2/2.5 LB	\$384.17/CS \$192.09/EA
41	1514256	SANITIZER, SURFACE OASIS 146 CONCENTRATE JUG RED NO RINSE QUATERNARY	ECOLAB								2.5 GA	\$147.40/CS

**DAIRY (25 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
180	5868435	BUTTER, CLARIFIED UNSALTED SOLID TUB REF	GLENVIEW FARMS								4/5 LB	\$139.36/CS \$45.29/EA

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
304	9663014	BUTTER, SALTED BALL POUCH FROZEN IQF .25 OZ	GLENVIEW FARMS								6/3 LB	\$128.90/CS \$27.93/EA
13	899807	BUTTER, UNSALTED SOLID AA GRADE PAPER WRAPPED REF	GLENVIEW FARMS								36/1 LB	\$166.60/CS \$6.02/EA
167	5164934	CHEESE, CREAM PLAIN WHIPPED PLASTIC TUB REF	PHILADELPHIA								6/3 LB	\$101.10/CS \$21.91/EA
148	4765087	CREAM, WHIPPING HEAVY 36% BUTTERFAT PASTEURIZED DAIRY RBST FREE PLASTIC BOT	GLENVIEW FARMS								12/.5 GA	\$122.76/CS \$13.30/EA
237	7340979	CREAM, WHIPPING HEAVY 36% BUTTERFAT UHT DAIRY CARTON REF	GLENVIEW FARMS								12/1 QT	\$84.42/CS \$9.15/EA
67	2341238	CREAMER, HALF and HALF 10.5% BUTTERFAT UHT DAIRY CARTON GABLE TOP REF	GLENVIEW FARMS								12/1 QT	\$45.95/CS \$4.98/EA
19	1023017	EGG, HARD COOKED PEELED WHOLE WHITE CAGE-FREE REF DRY CAGE-FREE PILLOW PACK	GLENVIEW FARMS								12/12 EA	\$54.29/CS
312	122258	EGG, LIQUID MIX CAGE-FREE PASTEURIZED CARTON GABLE TOP REF	ABBOTSFORD FARMS								15/2 LB	\$68.41/CS \$5.93/EA
37	1332061	EGG, LIQUID WHOLE CAGE-FREE PASTEURIZED BAG REF	GLENVIEW FARMS								2/20 LB	\$98.04/CS
115	3954699	EGG, SHELL EXTRA-LARGE GRADE A WHITE CAGE-FREE LOOSE PACK FRESH	GLENVIEW FARMS								15 DZ	\$88.87/CS
326	3627369	EGG, SHELL EXTRA-LARGE GRADE AA WHITE CAGE-FREE LOOSE PACK FRESH CALIFORNIA	PACKER								15 DZ	\$35.88/CS
53	1945070	ICE CREAM BAR, REESE'S PEANUT BUTTER CUP	GOOD HUMOR								24/3.3 OZ	\$23.38/CS
123	4218863	ICE CREAM BAR, VANILLA W/ CHOCOLATE COATING BIG ALASKA	BLUE BUNNY								24/5 OZ	\$25.98/CS \$1.41/EA
228	7175128	ICE CREAM CONE, VANILLA TFF	BLUE BUNNY CHAMP								2/12/4.6 OZ	\$28.54/CS
28	1258631	ICE CREAM SANDWICH, VANILLA CHIPS GALORE IW	BLUE BUNNY								24/4.5 OZ	\$29.17/CS
80	2740751	ICE CREAM, VANILLA BEAN TUB	GLENVIEW FARMS								3 GA	\$29.55/CS
111	3722717	MILK, 1% LOW FAT UHT ASEPTIC CARTON SHELF STABLE	HORIZON ORGANIC								18/.5 PT	\$24.86/CS
214	6642862	MILK, BUTTERMILK 1% BUTTERFAT PLASTIC JUG REF	MODEL DAIRY								6/.5 GA	\$16.62/CS \$3.60/EA
327	3724945	MILK, CHOCOLATE 1% LOW FAT UHT ASEPTIC CARTON SHELF STABLE ORGANIC	HORIZON ORGANIC								18/8 OZ	\$24.86/CS
17	1008417	POPSICLE, STRAWBERRY WATERMELON GRAPE BOMB POP NERDS IW FROZEN	BOMB POP								24/3.75 OZ	\$22.59/CS
82	2810125	SOUR CREAM, CULTURED ALL NATURAL RBST FREE TUB REF REF	GLENVIEW FARMS								4/5 LB	\$37.84/CS \$12.30/EA

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
242	7635246	SOUR CREAM, CULTURED HEAVY TUB REF	GLENVIEW FARMS								2/5 LB	\$25.15/CS \$16.35/EA
313	1020507	TOPPING, WHIPPED DAIRY ULTRA PASTEURIZED LIGHT AEROSOL REF	GLENVIEW FARMS								12/15 OZ	\$54.85/CS \$5.94/EA
114	3916731	YOGURT, PLAIN GREEK FAT-FREE RBST FREE TUB REF	CHOBANI								6/32 OZ	\$35.17/CS

**DISPOSABLES (38 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
46	1703123	BAG, FOOD STORAGE 1 QUART 7X8 UTILITY RESEALABLE CLEAR PLASTIC 1.75 MIL LOW	MONOGRAM								500 EA	\$31.63/CS
45	1703107	BAG, FOOD STORAGE 6X6 SANDWICH RESEALABLE CLEAR PLASTIC 1.1 MIL LOW DENSITY	MONOGRAM								1000 EA	\$30.55/CS
183	5894782	BOWL, BAGASSE 32 OZ COUPE NATURAL PAPER	ECO-PRODUCTS								8/50 EA	\$123.37/CS
280	8910291	BOWL, BAGASSE 32 OZ WHITE COMPOSTABLE PAPER	ECO-PRODUCTS								400 EA	\$127.73/CS
285	9006904	BOX, PIZZA 12 B-FLUTE KRAFT/KRAFT FROM ITALY WITH LOVE STOCK PRINT 1.75 H	MONOGRAM								50 EA	\$15.21/CS
219	6905607	CONTAINER, 8.5X8.5X3.1 1 CMPT POLYPROPYLENE W/ HINGED LID WHITE MINERAL FIL	EARTHCHOICE								2/73 EA	\$59.07/CS
251	7846140	CONTAINER, MOLDED FIBER 9X9 1 CMPT NATURAL 3 H HINGED LID PAPER CARRY-OUT	MONOGRAM								4/50 EA	\$68.25/CS
48	1768001	CONTAINER, PAPER BOARD 12 OZ PLA PLASTIC COATED GREEN LEAF STOCK PRINT COMP	MONOGRAM								500 EA	\$80.11/CS
175	5641428	CUP, PAPER 5 OZ WAX COATED COLD SYMPHONY STOCK PRINT	SOLO CUP								30/100 EA	\$292.93/CS
160	4954384	CUP, PAPER BOARD 12 OZ SINGLE PLA PLASTIC COATED HOT LEAF STOCK PRINT COMPO	MONOGRAM								1000 EA	\$105.07/CS
161	4954392	CUP, PLA PLASTIC 12 OZ COLD CLEAR COMPOSTABLE	MONOGRAM								20/50 EA	\$147.92/CS \$9.61/EA
157	4954269	CUP, PLA PLASTIC 16 OZ COLD CLEAR COMPOSTABLE	MONOGRAM								20/50 EA	\$169.91/CS \$11.04/EA
158	4954277	CUP, PLA PLASTIC 20 OZ COLD CLEAR	MONOGRAM								20/50 EA	\$180.34/CS \$11.72/EA
156	4954251	CUP, PLA PLASTIC 9 OZ COLD CLEAR	MONOGRAM								20/50 EA	\$112.82/CS \$7.33/EA
200	6374801	CUP, SOUFFLE 5.5 OZ POLYSTYRENE TRANSLUCENT PORTION PLASTIC	MONOGRAM								8/250 EA	\$82.53/CS \$13.41/EA
93	2961092	CUP, SOUFFLE POLYSTYRENE 2 OZ BLACK PORTION PLASTIC	MONOGRAM								12/200 EA	\$41.69/CS \$4.52/EA

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
151	4833984	FILM, 12X2000' PLASTIC ROLL SLIDE CUTTER BOX CLEAR FOOD WRAP	MONOGRAM								1 RL	\$14.63/CS
152	4834081	FILM, 18X2000' PLASTIC ROLL SLIDE CUTTER BOX FOOD WRAP	MONOGRAM								1 RL	\$22.07/CS
113	3745128	FORK, WHITE CPLA PLASTIC BULK COMPOSTABLE	MONOGRAM								1000 EA	\$65.98/CS
249	7821457	GLOVE, NITRILE LARGE POWDER-FREE BLUE AMBIDEXTROUS	MONOGRAM								4/250 EA	\$62.18/CS \$20.21/EA
248	7821424	GLOVE, NITRILE MEDIUM POWDER-FREE BLUE AMBIDEXTROUS	MONOGRAM								4/250 EA	\$62.18/CS \$20.21/EA
141	4623877	GLOVE, NITRILE SMALL POWDER-FREE BLACK AMBIDEXTROUS	MONOGRAM								4/250 EA	\$105.93/CS \$34.43/EA
250	7821499	GLOVE, NITRILE XL POWDER-FREE BLUE AMBIDEXTROUS	MONOGRAM								4/250 EA	\$62.18/CS \$20.21/EA
91	2949182	KIT, CUTLERY K-F-S NAP SALT-and-PEPPER PLASTIC WHITE COMPOSTABLE	MONOGRAM								100 EA	\$29.81/CS
229	7205804	KNIFE, WHITE CPLA PLASTIC BULK COMPOSTABLE	MONOGRAM								1000 EA	\$70.20/CS
110	3706801	LID, CONTAINER 12-32 OZ FLAT PLA PLASTIC WHITE SOUP COVER	ECO-PRODUCTS								10/50 EA	\$137.97/CS
49	1774256	LID, CUP 10-20 OZ DOME SIP POLYSTYRENE WHITE HOT PLASTIC	ECO-PRODUCTS								1000 EA	\$72.89/CS
159	4954293	LID, CUP 9-20 OZ FLAT STRAW SLOTTED PLA PLASTIC TRANSLUCENT COLD	MONOGRAM								10/100 EA	\$69.78/CS \$9.07/EA
88	2939346	LID, CUP SOUFFLE 1.5-2 OZ FLAT PET PLASTIC CLEAR PLASTIC COVER	MONOGRAM								24/100 EA	\$36.35/CS \$1.97/EA
89	2939445	LID, CUP SOUFFLE 5.5 OZ FLAT POLYETHYLENE CLEAR PLASTIC	MONOGRAM								25/100 EA	\$63.02/CS \$3.28/EA
77	2653012	NAPKIN, BEVERAGE BLACK 9.5X9.5 2 PLY PAPER	MONOGRAM								4/250 EA	\$51.00/CS \$16.58/EA
191	6202201	PICK, BAMBOO 4.5 NATURAL KNOT	MONOGRAM								12/100 EA	\$38.67/CS \$4.19/EA
252	7853146	PLATE, MOLDED FIBER 10 NATURAL ROUND COMPOSTABLE UNBLEACHED PAPER	MONOGRAM								4/125 EA	\$85.12/CS
268	8370542	SLEEVE, CUP 10-20 OZ PAPERBOARD	LBP MANUFACTURING								1200 EA	\$64.70/CS
173	5356411	SPOON, TEA WHITE CPLA PLASTIC BULK COMPOSTABLE	MONOGRAM								1000 EA	\$66.19/CS
39	1404334	TOWELETTE, MOIST LEMON SCENT 4.6X6.25 IW WETNAP	MONOGRAM								10/100 EA	\$19.72/CS
218	6825970	WRAP, FOIL 14X16 FLAT PACK INSULATED HONEYCOMB SHEET ALUMINUM	MONOGRAM								2/500 EA	\$64.21/CS \$41.74/EA

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
150	4816385	WRAP, PATTY 6X6 WAX PAPER FLAT PACK WHITE HEAVYWEIGHT	BAGCRAFT								12/1000 EA	\$110.34/CS \$11.95/EA
<b>EQUIPMENT &amp; SUPPLIES (6 products)</b>												
Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
225	7090525	CRAYON, 4 PACK ASSORTED CELLO WRAPPED	CRAYOLA								360/4 PK	\$61.71/CS
87	2912061	FUEL, CHAFING CAN 4 HOUR WICK W/ POWER PAD HEAT	MONOGRAM								24 EA	\$83.16/CS
90	2948859	GRILL BRICK, 4X3.5X8 GLASS DUST SOFT WRAPPED GRIDDLE	MONOGRAM								12/1 EA	\$26.74/CS \$2.90/EA
220	6934624	HANDLE, MOP SPEED CHANGE 60 FIBERGLASS YELLOW	MONOGRAM								1 EA	\$18.51/EA
92	2951150	MOP HEAD, WET MOP 24 OZ COTTON YARN NARROW BAND NATURAL INDUSTRIAL	MONOGRAM								3/1 EA	\$22.34/CS \$9.68/EA
4	596411	WOOD, HICKORY LOG BAG	LAZZARI								45 LB	Call for price
<b>FRUITS &amp; VEGETABLES, CANNED &amp; DRIED (3 products)</b>												
Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
295	9332313	BEAN, BLACK FANCY CANNED	DEL PASADO								6/#10 CN	\$34.25/CS \$7.42/EA
86	2869626	CRANBERRY, DRIED INFUSED SWEETENED BAG	MONARCH								10 LB	\$39.66/CS
51	1869007	FIG, WHOLE SUN DRIED BLACK MISSION	TRAINA								5 LB	\$41.47/CS
<b>GROCERY, DRY (99 products)</b>												
Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
279	8888646	ALMOND, SLICED BLANCHED UNSALTED SHELL OFF BAG NUT	MONARCH								3/2 LB	\$60.48/CS \$26.21/EA
168	5178966	BASE, SAUCE CURRY INDIAN PASTE ADD CREAM and CRUSHED TOMATO TUB SHELF STABLE	PACIFIC JADE								2/39 OZ	\$19.05/CS
212	6608947	CANDY, BAR IW SHELF STABLE MILKY WAY	MILKY WAY								36/1.84 OZ	\$36.79/EA
193	6210777	CANDY, KIT KAT MILK CHOCOLATE COATED BAR IW SHELF STABLE VENDING STANDARD 1	KIT KAT								36 EA	\$39.56/EA
258	8036576	CANDY, MandM PEANUT 1.74 OZ	MandM'S								48 EA	\$49.05/EA
259	8053126	CANDY, REESE'S PEANUT BUTTER CUP	REESE'S								36 EA	\$39.56/EA
23	1083468	CANDY, SKITTLES BULK DOMESTIC BITE SIZE	SKITTLES								36/2.17 OZ	\$36.79/EA

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
289	9295809	CANDY, STARBURST FRUIT ORIGINAL	STARBURST								36 EA	\$36.79/EA
341	5355193	CEREAL, ASSORTED FAVORITE CUP SUPER SIZE 1.3-2.8 OZ	KELLOGGS / WK KELLOGG								60/1.65 OZ	\$73.95/CS
352	7892037	CEREAL, OATMEAL MAPLE BROWN SUGAR INSTANT SS CUP SHELF STABLE EXPRESS HOT	QUAKER								24/1.69 OZ	\$29.49/CS
213	6635783	CHIP, POTATO JALAPENO BAG	KETTLE FOODS								24/2 OZ	\$27.96/CS
182	5879903	CHIP, POTATO KETTLE BBQ BAG SS BACKYARD	KETTLE FOODS								24/2 OZ	\$27.96/CS
290	9315821	CHIP, POTATO KETTLE SEA SALT SS BAG	KETTLE FOODS								24/2 OZ	\$27.96/CS \$1.51/EA
62	2315893	CHIP, POTATO SEA SALT and MALT VINEGAR	KETTLE FOODS								24/2 OZ	\$27.96/CS \$1.51/EA
44	1651712	CORN STARCH, BOX	MONARCH								24/1 LB	\$41.26/CS \$2.23/EA
73	2551455	CRACKER, ASSORTED SLEEVE ENTERTAINMENT	NABISCO								4/40 OZ	\$44.38/CS \$14.42/EA
362	9028648	CRACKER, GRAHAM HONEY RECTANGLE SLEEVE	HONEY MAID								27/4.8 OZ	\$29.63/CS
353	7945967	CRACKER, SALTINE SALTED SS BAG SODA	MONARCH								500/2 EA	\$27.11/CS
50	1805379	CROUTON, SEASONED BAG HOMESTYLE 1X1X.5	MONARCH								4/2.5 LB	\$27.51/CS \$8.94/EA
170	5328083	DRESSING, 1000 ISLAND TFF PLASTIC JAR SHELF STABLE MAYONNAISE BASE	MONARCH								4/1 GA	\$51.78/CS \$16.83/EA
340	5232764	DRESSING, BLUE CHEESE CHUNKY SS POUCH SHELF STABLE	KEN'S								60/1.5 OZ	\$23.21/CS
199	6342158	DRESSING, CAESAR TFF TRADITIONAL PLASTIC JAR SHELF STABLE	MONARCH								4/1 GA	\$70.01/CS \$22.75/EA
26	1155076	DRESSING, ITALIAN FAT-FREE SS POUCH SHELF STABLE	KEN'S								60/1.5 OZ	\$18.65/CS \$0.40/EA
333	4342184	DRESSING, ITALIAN GOLDEN ZESTY TFF PLASTIC JAR SHELF STABLE	MONARCH								4/1 GA	\$48.71/CS \$15.83/EA
124	4221701	DRESSING, RANCH BUTTERMILK SS POUCH SHELF STABLE	KEN'S								60/1.5 OZ	\$20.29/CS \$0.44/EA
140	4568630	DRESSING, RANCH DISPENSER SHELF STABLE	HEINZ								2/1.5 GA	\$80.31/CS
202	6440614	DRESSING, VINAIGRETTE BALSAMIC OLIVE OIL LIGHT SS POUCH SHELF STABLE	KEN'S								60/1.5 OZ	\$22.70/CS \$0.49/EA
11	761346	EXTRACT, VANILLA IMITATION	MONARCH								1 GA	\$15.42/EA
135	4341632	FLOUR, ALL-PURPOSE HOTEL and RESTAURANT FINE BLEACHED ENRICHED BAG	MONARCH								25 LB	\$13.57/CS

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
55	1995752	GRAIN, BLEND COUSCOUS TRI-COLOR QUINOA SHELF STABLE RESEALABLE BAG IMPORTED	RYKOFF SEXTON								5/28 OZ	\$43.10/CS \$11.21/EA
185	5959226	GRAIN, QUINOA RED PREWASHED	ROLAND								2/5 LB	\$49.16/CS
311	63586	HONEY, SS POUCH SHELF STABLE	KRAFT								200/9 GR	\$24.66/CS
303	9599038	KETCHUP, TOMATO EXTRA STANDARD 29% NON GMO SQUEEZE BOTTLE UPSIDE DOWN SHELF	HUNTS								12/20 OZ	\$24.05/CS
121	4198719	KETCHUP, TOMATO FANCY 33% DISPENSER POUCH SHELF STABLE	HEINZ								2/1.5 GA	\$56.89/CS \$36.98/EA
153	4886669	KETCHUP, TOMATO FANCY 33% RED SQUEEZE BOTTLE UPSIDE DOWN SHELF STABLE	HEINZ								30/20 OZ	\$82.24/CS \$3.56/EA
189	6002398	KETCHUP, TOMATO FANCY 33% SS FOIL PACKET SHELF STABLE	HEINZ								1000/9 GR	\$49.44/CS
188	6002364	KETCHUP, TOMATO FANCY 33% VOLUME PACK SHELF STABLE	HEINZ								3 GA	\$37.19/CS
34	1328152	MAYONNAISE, DELUXE REAL PLASTIC JUG SHELF STABLE	MONARCH								4/1 GA	\$50.79/CS \$16.51/EA
288	9263021	MAYONNAISE, DISPENSER POUCH SHELF STABLE	HEINZ								2/1.5 GA	\$88.27/CS
95	3009909	MAYONNAISE, PLASTIC SHELF STABLE	BEST FOODS								4/1 GA	\$97.33/CS \$31.63/EA
273	8656506	MAYONNAISE, SS POUCH	BEST FOODS								210/.38 OZ	\$36.19/CS
281	8940850	MIX, SAUCE DEMI-GLACE ADD WATER CAN SHELF STABLE	KNORR								4/1.62 LB	\$89.66/CS \$29.14/EA
112	3737319	MOLASSES, LIGHT UNSULPHURED PLASTIC JUG	MONARCH								4/1 GA	\$84.87/CS \$27.58/EA
122	4218103	MUSTARD, YELLOW DISPENSER POUCH SHELF STABLE	HEINZ								2/1.5 GA	\$43.14/CS \$28.04/EA
286	9160516	MUSTARD, YELLOW SQUEEZE BOTTLE SHELF STABLE	HEINZ								16/9 OZ	\$27.22/CS \$2.21/EA
57	2008860	MUSTARD, YELLOW SS POUCH	HEINZ								500/.2 OZ	\$25.41/CS
278	8885998	NUT, MIX FANCY NO PEANUT WHOLE OIL ROASTED SALTED SHELL OFF BAG	MONARCH								3/2 LB	\$82.98/CS \$35.96/EA
244	7696709	OLIVE, ASSORTED PITTED IMPORTED GREECE SHELF STABLE ANTIPASTO MIX	RYKOFF SEXTON								2/5 LB	\$65.50/CS
172	5333711	OLIVE, GREEN QUEEN STUFFED W/ PIMIENTO 100-120 COUNT GLASS JAR SHELF STABLE	MONARCH								4/1 GA	\$103.65/CS \$33.69/EA
332	4327581	PEANUT BUTTER, CREAMY TUB SHELF STABLE	MONARCH								6/5 LB	\$81.20/CS \$17.59/EA

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
348	6647275	PEPPER, CHILI GREEN WHOLE CAN SHELF STABLE	ORTEGA								12/27 OZ	\$73.85/CS \$8.00/EA
267	8333163	PEPPER, PEPPERONCINI WHOLE PREMIUM IMPORTED GREECE PLASTIC JAR SHELF STABLE	ROSELI								4/1 GA	\$56.46/CS \$18.35/EA
24	1110454	PICKLE, DILL CRINKLE-CUT CHIP 400-500 COUNT 3/16 SHELF STABLE PLASTIC JAR	COUNTY FAIR								4/1 GA	\$27.16/CS \$8.83/EA
217	6729818	RELISH, PICKLE SWEET DISPENSER POUCH SHELF STABLE	HEINZ								2/1.5 GA	\$45.18/CS
351	7746572	RELISH, PICKLE SWEET PLASTIC JAR SHELF STABLE	MONARCH								4/1 GA	\$75.15/CS \$24.42/EA
296	9369092	RELISH, PICKLE SWEET PLASTIC JAR SHELF STABLE	HARVEST VALUE								4/1 GA	\$76.64/CS \$24.91/EA
198	6329213	RELISH, PICKLE SWEET SS POUCH	MONARCH								200/9 GR	\$19.70/CS
65	2331486	RICE, ARBORIO RAW SUPERFINO IMPORTED ITALY	RYKOFF SEXTON								15/1 KG	\$104.61/CS \$9.07/EA
60	2278104	RICE, BASMATI RAW	RYKOFF SEXTON								10 LB	\$22.24/CS
174	5576771	SALSA, FIRE ROASTED TAQUERIA STYLE MILD PLASTIC JUG SHELF STABLE SAUCE	DEL PASADO								4/68 OZ	\$48.76/CS \$15.85/EA
164	4999470	SALT, KOSHER GROUND COARSE BOX	MONARCH								12/3 LB	\$34.51/CS \$3.74/EA
32	1318781	SAUCE, BBQ DISPENSER POUCH SHELF STABLE	HEINZ								2/1.5 GA	\$66.04/CS \$42.93/EA
331	4260238	SAUCE, CHEESE NACHO SHELF STABLE DISPENSER POUCH	ORTEGA								4/107 OZ	\$56.13/CS
256	8021818	SAUCE, HOT GLASS BOTTLE SHELF STABLE ORIGINAL	TABASCO								12/5 OZ	\$36.02/CS \$3.90/EA
226	7110091	SAUCE, HOT JALAPENO GREEN GLASS BOTTLE SHELF STABLE	TABASCO								12/5 OZ	\$36.02/CS \$3.90/EA
30	1285548	SAUCE, HOT RED GLASS BOTTLE SHELF STABLE ORIGINAL	CHOLULA								24/5 OZ	\$63.30/CS \$3.43/EA
169	5214382	SAUCE, HOT SS POUCH	CHOLULA								200/7 GR	\$13.61/CS
357	8341208	SAUCE, MARINARA TOMATO CHUNKY CAN SHELF STABLE CALIFORNIA	ROSELI								6/#10 CN	\$41.17/CS \$8.92/EA
187	6002091	SAUCE, WORCESTERSHIRE GLASS BOTTLE SHELF STABLE	LEA and PERRINS								24/5 OZ	\$64.11/CS \$3.47/EA
109	3636982	SAUCE, WORCESTERSHIRE PLASTIC JUG SHELF STABLE	MONARCH								4/1 GA	\$66.63/CS \$21.65/EA
100	3360997	SEASONING, BLACKENED CANISTER SHELF STABLE REDFISH SPICE	MAGIC SEASONING BLENDS								4/24 OZ	\$37.21/CS \$9.30/EA
215	6694017	SNACK BAR, ENERGY DARK CHOCOLATE CHERRY VEGAN GLUTEN-FREE IW	TAHOE TRAIL BAR								8/12/2.3 OZ	\$177.23/CS \$28.80/EA



Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
103	3458237	SNACK BAR, ENERGY PEANUT BUTTER VEGAN GLUTEN-FREE IW PLUS	TAHOE TRAIL BAR								8/12/2.22 OZ	\$177.23/CS \$28.80/EA
192	6210054	SNACK MIX, TRAIL ALMOND CRANBERRY CASHEW BAG SHELF STABLE	ORCHARD VALLEY HARVEST								14/1.85 OZ	\$18.03/CS
310	9986423	SNACK MIX, TRAIL NUT and CHOCOLATE SS BAG	PLANTERS								72/2 OZ	\$55.81/CS \$1.01/EA
366	9978149	SNACK MIX, TRAIL TROPICAL FRUIT and NUT SS	PLANTERS								72/2 OZ	\$55.81/CS \$1.01/EA
257	8032955	SPICE, CELERY SALT SHELF STABLE SEASONING	MCCORMICK								30 OZ	\$10.65/EA
10	760884	SPICE, GARLIC POWDER PLASTIC JUG SHELF STABLE SEASONING	MONARCH								6 LB	\$62.74/CS
195	6326045	SPICE, MUSTARD SHELF STABLE SEASONING	COLMAN'S								2 KG	\$45.14/CS
9	760785	SPICE, PEPPER BLACK GROUND PLASTIC JUG 20M TABLE/RESTAURANT GRIND	MONARCH								5 LB	\$75.21/CS
8	760462	SPICE, PEPPER RED CRUSHED PLASTIC SHAKER SHELF STABLE SEASONING	MONARCH								12 OZ	\$10.12/EA
205	6494421	SPICE, SESAME SEED BLACK WHOLE PLASTIC SHAKER SHELF STABLE SEASONING	MONARCH								6/19 OZ	\$72.94/CS \$12.16/EA
12	761734	SPICE, SESAME SEED WHOLE PLASTIC SHAKER SHELF STABLE SEASONING	MONARCH								18 OZ	\$9.73/EA
58	2010742	SUGAR, BROWN DARK GRANULATED CANE	CandH PURE CANE SUGAR								24/1 LB	\$33.53/CS \$1.82/EA
239	7442304	SUGAR, WHITE GRANULATED CANE	CandH PURE CANE SUGAR								24/1 LB	\$33.57/CS \$1.82/EA
276	8884934	SUNFLOWER SEED, SALTED OIL ROASTED KERNEL SHELL OFF TFF BAG NUT	MONARCH								3/2 LB	\$31.40/CS \$13.61/EA
118	4021998	SWEETENER, AGAVE NECTAR SYRUP LIGHT ORGANIC	RYKOFF SEXTON								6/24 OZ	\$38.11/CS \$8.26/EA
79	2740389	SYRUP, MAPLE PURE GRADE A DARK AMBER VERMONT BOTTLE SHELF STABLE	RYKOFF SEXTON								6/.5 GA	\$243.65/CS \$52.79/EA
69	2400545	TORTILLA, CORN WHITE 6 GLUTEN-FREE DIE CUT SHELF STABLE THICK	DEL PASADO								6/50 EA	\$24.01/CS
1	59147	TORTILLA, FLOUR 6 PRESSED SHELF STABLE	LA BANDERITA								12/24 EA	\$31.24/CS
120	4175211	TORTILLA, FLOUR GORDITA 12 PRESSED SHELF STABLE	DEL PASADO								6/10 EA	\$23.64/CS
74	2598469	TUNA, LIGHT SKIPJACK CHUNK IN WATER CAN SHELF STABLE MSC	MONARCH								6/66.5 OZ	\$89.78/CS \$19.45/EA

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
253	7877517	TUNA, WHITE ALBACORE CHUNK IN WATER CAN SHELF STABLE POLE and LINE CAUGHT	RYKOFF SEXTON								6/66.5 OZ	\$151.84/CS \$32.90/EA
132	4328332	VINEGAR, APPLE CIDER 5% ACIDITY SHELF STABLE PLASTIC BOTTLE 50 GRAIN	MONARCH								4/1 GA	\$62.86/CS \$20.43/EA
97	3179454	VINEGAR, BALSAMIC WHITE WINE 6% ACIDITY SHELF STABLE PLASTIC JUG	ROLAND								2/5 LT	\$61.80/CS \$40.17/EA
223	7064710	VINEGAR, RICE SEASONED DOMESTIC PLASTIC JUG 4%	NAKANO								4/128 OZ	\$75.49/CS \$24.53/EA
206	6537450	VINEGAR, SHERRY IMPORTED SPAIN GLASS BOTTLE	RYKOFF-SEXTON INTERNATIONAL GOLD								12/16.9 OZ	\$53.20/CS \$5.76/EA
293	9328337	VINEGAR, WINE RED 50 GRAIN	MONARCH								4/1 GA	\$63.46/CS \$20.62/EA
277	8885485	WALNUT, HALF and PIECE UNSALTED RAW SHELL OFF BAG NUT	MONARCH								3/2 LB	\$70.50/CS \$30.55/EA

**GROCERY, REF & FZN (40 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
3	207498	BREAD, WHEAT BERRY 17 SLICED 11/16 LOAF FROZEN	HILLTOP HEARTH								8/36 OZ	\$44.75/CS
203	6460398	BROWNIE, CHOCOLATE CARAMEL PECAN DRIZZLED TFF SHEET 1/4 16 SLICED TRAY FROZ	SWEET STREET								4/78 OZ	\$149.54/CS
346	6474239	BROWNIE, CHOCOLATE CHUNK NOT ICED GLUTEN-FREE 2.8 OZ SQUARE SS IW FROZEN	SWEET STREET								48/2.8 OZ	\$85.73/CS
18	1011785	BUN, SLIDER POTATO 1.3 OZ 3' ROUND SLICED SCORED COOKED BAKED FROZEN BAG	HILLTOP HEARTH								8/12/1.3 OZ	\$34.14/CS
6	755199	CAKE, TIRAMISU DUSTED 9X12 UNSLICED TFF FROZEN UPSCALE	DEVONSHIRE								2/75 OZ	\$95.39/CS \$62.00/EA
117	4002125	CANDY, MandM PLAIN SS REF	MandM'S								36/1.69 OZ	\$36.79/EA
216	6717219	CANDY, SNICKERS BAR SS IW REF 1.86 OZ	SNICKERS								48/1.86 OZ	\$49.05/EA
275	8877458	CANDY, TWIX IW REF	TWIX								36/1.79 OZ	\$36.79/EA
7	755298	CHEESECAKE, PLAIN NEW-YORK 10 14 SLICED FROZEN VANILLA CAKE	DEVONSHIRE								2/60 OZ	\$49.23/CS \$32.00/EA
108	3628554	COOKIE, CHOCOLATE CHUNK 2.8 OZ IW FROZEN SANDYS AMAZING MANIFESTO	SWEET STREET								48/2.8 OZ	\$65.42/CS
131	4328233	CORN, YELLOW KERNEL IQF FROZEN	HARVEST VALUE								20 LB	\$30.69/CS
68	2361723	DESSERT BAR, LEMON UNSLICED TRAY FROZEN OLD FASHIONED	DEVONSHIRE								4/51 OZ	\$81.14/CS \$26.37/EA

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
127	4310349	DOUGH, COOKIE CHOCOLATE CHIP 1.5 OZ TFF FROZEN	DEVONSHIRE								216/1.5 OZ	\$95.44/CS
133	4328340	DRESSING, BLUE CHEESE TFF EXTRA CHUNKY PLASTIC JAR REF	MONARCH								4/1 GA	\$75.44/CS \$24.52/EA
194	6213391	DRESSING, CAESAR CREAMY SPECIAL PLASTIC JAR REF	KEN'S								4/1 GA	\$63.95/CS \$20.78/EA
171	5328406	DRESSING, RANCH BUTTERMILK REF PLASTIC JAR HOMESTYLE	MONARCH								4/1 GA	\$49.64/CS \$16.13/EA
227	7132137	ENGLISH MUFFIN, PLAIN 3 OZ FORK SPLIT BAKED TRAY FROZEN SANDWICH SIZE	THOMAS								6/8/3 OZ	\$28.41/CS \$6.16/EA
94	2973725	GUACAMOLE, BAG REF PICO DE GALLO	DEL PASADO								12/1 LB	\$58.05/CS \$6.29/EA
307	9833633	GUACAMOLE, CHUNKY BAG FROZEN WESTERN STYLE	SIMPLOT HARVEST FRESH AVOCADOS								6/3 LB	\$74.01/CS
211	6602288	GUACAMOLE, POUCH FROZEN WESTERN	DEL PASADO								4/3 LB	\$68.19/CS \$22.16/EA
196	6328181	HORSERADISH, PREPARED REF	MONARCH								4/1 GA	\$74.25/CS \$24.13/EA
245	7724990	HUMMUS, ROASTED RED PEPPER PLASTIC TUB REF	CHEF'S LINE								2/4 LB	\$40.16/CS \$26.10/EA
138	4394624	MANGO, CHUNK IQF FROZEN BULK	HARVEST VALUE								20 LB	\$41.65/CS
317	2014652	MUFFIN, BLUEBERRY 4 OZ IW FROZEN	CHEF PIERRE								24/4 OZ	\$26.20/CS
361	9017419	MUFFIN, CHOCOLATE CHUNK 4 OZ IW FROZEN	CHEF PIERRE								24/4 OZ	\$26.42/CS \$1.43/EA
240	7562903	PICKLE, DILL CRINKLE-CUT CHIP 1 1/4 TUB REF	CHIPICO PICKLES								2 GA	\$27.58/CS
21	1053769	PICKLE, DILL KOSHER CRINKLE-CUT CHIP 210 COUNT 5/16 REF PLASTIC JAR	METRO DELI								2/1 GA	\$27.67/CS
316	2011278	PRETZEL, KING SOFT BAKED FROZEN	SUPERPRETZEL								50/5 OZ	\$48.55/CS
16	1003666	RICE, W/ KIMCHI COOKED FRIED FROZEN BAG	CHEF'S LINE								5/2 LB	\$43.37/CS
15	1000385	ROLL, ASSORTED 1.5 OZ UNSLICED PARBAKED FROZEN BAG MEDITERRANEAN STYLE BREA	CHEF'S LINE								120/1.5 OZ	\$79.55/CS
306	9826017	ROLL, BRIOCHE WHITE 4 ROUND SLICED COOKED BAKED FROZEN BAG BUN	CHEF'S LINE								8/6/2.3 OZ	\$39.99/CS
305	9738801	ROLL, BRIOCHE YELLOW 3.5 OZ 4.5 SLICED COOKED BAKED FROZEN BAG BUN	HILLTOP HEARTH								6/12/3.5 OZ	\$39.55/CS
71	2483824	ROLL, HAWAIIAN UNSLICED BAKED FROZEN BREAD	KINGS HAWAIIAN BAKERY								10/24/1 OZ	\$57.25/CS \$7.44/EA

Line #	Product #	Product Description	Brand	On Hand / Order								Pack Size	Case / Each Price
126	4285383	ROLL, WHITE 3 SQUARE UNSLICED PARBAKED FROZEN RUSTIQUE BREAD	LA BREA BAKERY									12/8/2 OZ	\$47.08/CS \$0.64/EA
360	8704108	SALSA, MEDIUM PLASTIC TUB REF FRESH SAUCE	DEL PASADO									4/48 OZ	\$28.10/CS \$9.13/EA
255	7981582	SAUCE, TZATZIKI CUCUMBER TUB REF	CHEF'S LINE									2/4 LB	\$44.70/CS \$29.06/EA
78	2698801	SAUERKRAUT, SHRED PAIL REF	MONARCH									2 GA	\$25.02/CS
365	9678327	SNACK BAR, RICE CRISPY BROWN BUTTER and SEA SALT GLUTEN-FREE IW FROZEN	SWEET STREET									40/2.1 OZ	\$51.75/CS
318	2213536	TORTILLA, FLOUR 14 PRESSED REF	MI RANCHO									10/10 EA	\$42.25/CS \$5.49/EA
47	1716414	WRAPPER, WONTON 3.5 SQUARE BAG FROZEN	TWIN DRAGON									12/14 OZ	\$24.05/CS

**MEAT SUBSTITUTE (1 products)**

Line #	Product #	Product Description	Brand	On Hand / Order								Pack Size	Case / Each Price
338	4708509	BEEF SUB, PATTY MEATLESS VEGETABLE PROTEIN TFF COOKED FROZEN CHIPOTLE BLACK	MORNINGSTAR FARMS									48/4.25 OZ	\$83.54/CS

**OILS & SHORTENING (7 products)**

Line #	Product #	Product Description	Brand	On Hand / Order								Pack Size	Case / Each Price
14	990416	OIL, CANOLA OLIVE EXTRA VIRGIN 75/25 BLEND SALAD and FRYING PLASTIC JUG	ROSELI									4/1 GA	\$121.86/CS \$39.60/EA
54	1945534	OIL, OLIVE EXTRA VIRGIN IMPORTED ITALY SALAD TIN	RYKOFF SEXTON									4/3 LT	\$235.50/CS \$76.54/EA
179	5771977	OIL, PAN COATING CANOLA OIL BASED AEROSOL SPRAY TFF	MONARCH									6/17 OZ	\$32.03/CS \$6.94/EA
265	8330219	OIL, SESAME IMPORTED JAPAN PLASTIC BOTTLE	PACIFIC JADE									6/61 OZ	\$183.68/CS \$39.80/EA
98	3327053	SHORTENING, FRYING CANOLA LIQUID CLEAR PLASTIC JUG SHELF STABLE OIL	HARVEST VALUE									35 LB	\$39.51/CS
35	1328699	SHORTENING, FRYING SOYBEAN LIQUID CLEAR PLASTIC JUG SHELF STABLE OIL	HARVEST VALUE									35 LB	\$35.98/CS
186	5996731	SHORTENING, FRYING SOYBEAN LIQUID CREAMY PLASTIC JUG SHELF STABLE	HARVEST VALUE									35 LB	\$40.24/CS

**PORK (7 products)**

Line #	Product #	Product Description	Brand	On Hand / Order								Pack Size	Case / Each Price
274	8767295	BACON, PORK 144 COUNT LAID OUT HARDWOOD SMOKED CURED COOKED REF 13-17 STYLE	HORMEL BACON 1									2/144 EA	\$119.10/CS

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
31	1289475	BACON, PORK 144 COUNT SLICED LAID OUT HARDWOOD SMOKED COOKED 540 REF 20-24	HORMEL BACON 1								2/144 EA	\$88.80/CS
81	2771350	BACON, PORK COOKED 150 COUNT LAID OUT APPLEWOOD SMOKED REF ALL NATURAL 3-DI	PATUXENT FARMS								2/150 EA	\$52.04/CS
328	3938214	HAM, BONELESS D-SHAPED SMOKED APPLEWOOD REF DELI-FACED ALL NATURAL PORK	METRO DELI								2/7 LBA	\$4.62/LB
197	6328900	HAM, CAPICOLA SMOKED COOKED REF PORK	ROSELI								2/5.25 LBA	\$5.64/LB
234	7328909	HAM, PROSCIUTTO HALF REF ITALIAN STYLE PORK	ROSELI								2/5.5 LBA	\$8.28/LB
262	8244110	HAM, PROSCIUTTO WHOLE DRY CURED IMPORTED CANADA REF IVP NATURAL RAISED-W/O-	METRO DELI								12-15 LBA	\$8.20/LB

**POULTRY (9 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
270	8584844	CHICKEN, 8 PIECE 12 HD 2.12-3 LB BONE-IN SKIN-ON RAW IF ICE GLAZED FROZEN B	PATUXENT FARMS								37.5 LB	\$91.88/CS
204	6487817	CHICKEN, 8 PIECE BREADED HONEY 52-64 COUNT BONE-IN SKIN-ON COOKED FROZEN ST	TYSON								15 LB	\$45.88/CS
22	1069941	CHICKEN, BREAST 6 OZ BONELESS SKINLESS RAISED-W/O-ANTIBIOTICS NATURAL COOKE	CHEF'S LINE								6/4/6 OZA	\$6.75/LB
222	6983795	CHICKEN, BREAST SINGLE-LOBE 6 OZ BONELESS SKINLESS NATURAL RAW EZ COOK FLAT	PATUXENT FARMS								18 LB	\$79.10/CS
181	5874979	CHICKEN, BREAST SINGLE-LOBE 6 OZ BONELESS SKINLESS RAW IF FROZEN BAG	PATUXENT FARMS								18 LB	\$68.62/CS
165	5041384	CHICKEN, DICED .5 SEASONED BREAST MEAT COOKED GRILL MARK BAG FROZEN	PATUXENT FARMS								2/5 LB	\$59.04/CS
302	9592163	CHICKEN, TENDERLOIN BREADED FRITTER HOMESTYLE MEDIUM COOKED STRIP FROZEN	KOCH								2/5 LB	\$50.05/CS
324	3225620	TURKEY, BREAST MEAT DOME SKINLESS COOKED OIL BROWNED REF DELI W/ BINDER UNS	JENNIE-O TURKEY STORE								2/9 LBA	\$3.97/LB
241	7567019	TURKEY, BREAST WHOLE UNSLICED DOME SKIN-ON COOKED OIL BROWNED REF BAG 3-DIA	PATUXENT FARMS								2/8-10 LBA	\$4.86/LB

**PROCESSED MEAT (6 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
101	3406756	MEATBALL, BEEF PORK 1 OZ ITALIAN W/ CHEESE COOKED IQF FROZEN	ROSELI								10 LB	\$37.92/CS

Line #	Product #	Product Description	Brand	On Hand / Order								Pack Size	Case / Each Price
343	6329676	PEPPERONI, PORK BEEF SLICED 14-16 COUNT COOKED REF GAS FLUSHED NO CHAR	ROSELI									2/5 LB	\$36.61/CS \$23.80/EA
56	1996339	SALAMI, GENOA PORK BEEF STICK 6.75 LB UNCURED NATURAL COOKED REF VACUUM-PAC	METRO DELI									2/6.75 LBA	\$6.16/LB
355	8155749	SAUSAGE, PORK LINK 1 OZ SKINLESS COOKED FROZEN BREAKFAST	JIMMY DEAN									10 LB	\$43.72/CS
20	1027161	SAUSAGE, PORK PATTY 2 OZ 3.25 COOKED BAG FROZEN BREAKFAST	JIMMY DEAN									2/5 LB	\$41.56/CS
64	2328573	SAUSAGE, PORK TRIM LINK 1 OZ RED PEPPER COLLAGEN CASING RAW FROZEN SPECIAL	PATUXENT FARMS									12 LB	\$33.11/CS

**PRODUCE, FRESH (67 products)**

Line #	Product #	Product Description	Brand	On Hand / Order								Pack Size	Case / Each Price
344	6331912	APPLE, FUJI 125 COUNT WASHINGTON FANCY FRESH REF	CROSS VALLEY FARMS									125 EA	\$43.04/CS
319	2331916	APPLE, FUJI 80 COUNT WASHINGTON FANCY FRESH REF	CROSS VALLEY FARMS									80 EA	\$50.22/CS
301	9546982	ARUGULA, BABY WILD CLEANED LOOSE LEAF BAG FRESH REF	CROSS VALLEY FARMS									2/2 LB	\$19.23/CS \$12.50/EA
61	2305118	ASPARAGUS, GREEN BUNCH LARGE FRESH REF	PACKER									11 LB	\$60.51/CS
70	2467322	AVOCADO, 8 COUNT FRESH REF	PACKER									8 EA	\$22.66/CS
25	1154068	AVOCADO, HASS BREAKER STAGE 2-3 #1 GRADE WHOLE 60 COUNT BOX FRESH REF	PACKER									60 EA	\$54.91/CS
363	9073909	BANANA, FRESH REF	PACKER									10 LB	\$13.38/CS
128	4326401	BASIL, FRESH HERB	CROSS VALLEY FARMS									1 LB	\$11.89/CS
190	6032553	BLACKBERRY, FRESH REF	PACKER									12/6 OZ	\$45.78/CS \$4.96/EA
300	9502089	BLUEBERRY, FRESH REF	PACKER									12/6 OZ	\$38.32/CS \$4.15/EA
269	8532087	BROCCOLINI, FRESH REF	PACKER									18 EA	\$31.60/CS \$13.69/EA
287	9224908	CARROT, BABY PEELED WHOLE FRESH REF W/1 TOP	PACKER									5 LB	\$29.45/CS \$7.66/EA
102	3419660	CARROT, JUMBO #1 GRADE FRESH REF BAG	CROSS VALLEY FARMS									25 LB	\$24.74/CS
136	4342010	CARROT, MATCHSTICK SHRED FRESH REF	CROSS VALLEY FARMS									4/5 LB	\$24.30/CS \$7.90/EA
144	4725396	CELERY, STALK FRESH REF BOX	CROSS VALLEY FARMS									6 EA	\$18.65/CS

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
235	7331614	CELERY, STICK 4 FRESH REF	CROSS VALLEY FARMS								4/5 LB	\$38.96/CS \$12.66/EA
263	8326399	CHIVE, FRESH HERB	CROSS VALLEY FARMS								1 LB	\$16.72/CS
292	9326430	CILANTRO, WASHED and TRIMMED FRESH HERB	CROSS VALLEY FARMS								4/1 LB	\$19.23/CS \$6.25/EA
99	3332830	COLESLAW MIX, SHRED CABBAGE GREEN and RED W/ CARROT SEPARATE FRESH REF	CROSS VALLEY FARMS								4/5 LB	\$21.95/CS \$7.13/EA
260	8208308	CORN, WHITE FRESH REF	PACKER								48 EA	\$47.54/CS
233	7289569	CUCUMBER, #1 SUPER SELECT MEDIUM FRESH REF	PACKER								36 EA	\$31.42/CS
59	2264516	CUCUMBER, LARGE ENGLISH SEEDLESS HOT HOUSE BULK FRESH REF	PACKER								12 EA	\$20.99/CS
236	7332182	DILL, FRESH HERB	CROSS VALLEY FARMS								8 OZ	\$13.00/CS
184	5924469	FRUIT SALAD, MIX 5 WAY CHUNK IN LIGHT-SYRUP REF PAIL	CROSS VALLEY FARMS								8 LB	\$30.65/CS
106	3618741	GARLIC, WHITE JUMBO WHOLE CLOVE PEELED BAG FRESH REF	CROSS VALLEY FARMS								4/5 LB	\$81.96/CS \$26.64/EA
254	7878234	KALE, CURLY GREEN BABY BOX FRESH REF	PACKER								3 LB	\$19.16/CS
354	8010597	KALE, FRESH REF	PACKER								24 EA	\$22.96/CS
5	733537	LEMON, CHOICE 115 COUNT IMPORTED and DOMESTIC FRESH REF BOX	PACKER								115 EA	\$33.24/CS
314	1055775	LETTUCE, BUTTER SCARLET WHOLE LEAF FRESH REF BULK	CROSS VALLEY FARMS								18 EA	\$24.27/CS
129	4326559	LETTUCE, GREEN LEAF FILLET POLY PACK FRESH REF	CROSS VALLEY FARMS								10 LB	\$27.18/CS
247	7779077	LETTUCE, ICEBERG GREEN LEAF BURGER SANDWICH TOPPER FRESH REF BULK	CROSS VALLEY FARMS								10 LB	\$27.84/CS
294	9332230	LETTUCE, ROMAINE CHOPPED 1 1/4 PILLOW PACK FRESH REF	CROSS VALLEY FARMS								6/2 LB	\$23.06/CS \$5.00/EA
143	4667424	LIME, #1 GRADE 200 COUNT FRESH REF BOX	CROSS VALLEY FARMS								40 LB	\$85.06/CS \$5.53/EA
349	7605769	MICRO GREEN, BULLS BLOOD 4 OZ CLAMSHELL FRESH REF	FRESH ORIGINS								4 OZ	\$15.11/CS
350	7605918	MICRO GREEN, INTENSITY MIX 4 OZ CLAMSHELL FRESH REF	FRESH ORIGINS								4 OZ	\$14.71/CS
36	1331362	MINT, FRESH HERB CELLO PACK	CROSS VALLEY FARMS								1 LB	\$12.61/CS
33	1326438	ONION, GREEN TRIMMED ICELESS FRESH REF SCALLION	CROSS VALLEY FARMS								4/2 LB	\$48.65/CS \$15.81/EA

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
356	8331258	ONION, RED DICED 1/4 PILLOW PACK FRESH REF	CROSS VALLEY FARMS								2/5 LB	\$28.97/CS \$18.83/EA
130	4326690	ONION, RED JUMBO FRESH REF BAG	CROSS VALLEY FARMS								25 LB	\$24.02/CS
299	9425737	ONION, RED SLICED 3/16 TRAY PACK FRESH REF	CROSS VALLEY FARMS								2/5 LB	\$50.84/CS \$33.05/EA
266	8331399	ONION, YELLOW DICED 1/4 FRESH REF PILLOW PACK	CROSS VALLEY FARMS								4/5 LB	\$37.52/CS \$12.19/EA
264	8326696	ONION, YELLOW JUMBO 3+ BAG FRESH REF	CROSS VALLEY FARMS								50 LB	\$22.07/CS \$1.15/EA
322	3011822	ONION, YELLOW JUMBO FRESH REF BOX	CROSS VALLEY FARMS								10 LB	\$17.71/CS
364	9357214	ORANGE, NAVEL OR VALENCIA CHOICE 88 COUNT FRESH REF BOX	PACKER								88 EA	\$52.84/CS
238	7384589	PARSLEY, ITALIAN FLAT LEAF FRESH HERB	PACKER								12 EA	\$16.02/CS
125	4284530	PEPPER, BELL RED CHOICE FRESH REF	PACKER								5 LB	\$18.65/CS
155	4937459	PEPPER, JALAPENO #1 FRESH REF	PACKER								5 LB	\$16.50/CS
284	8998395	PEPPER, SWEET MINI FRESH REF	PACKER								12/1 EA	\$44.96/CS
261	8224859	POTATO, FINGERLING FRESH REF	PACKER								10 LB	\$35.08/CS
272	8632523	POTATO, RUSSET IDAHO 80 COUNT FRESH REF	CROSS VALLEY FARMS								50 LB	\$22.67/CS
29	1264180	RADISH, WATERMELON TRIMMED FRESH REF	CROSS VALLEY FARMS								5 LB	\$26.56/CS
221	6964350	RASPBERRY, RED FRESH REF	PACKER								12/6 OZ	\$45.73/CS \$4.95/EA
291	9326331	ROSEMARY, FRESH HERB	CROSS VALLEY FARMS								1 LB	\$13.34/CS
329	3956539	SALAD MIX, MEDLEY CUT CLEANED HARVEST BLEND BAG FRESH REF LETTUCE	CROSS VALLEY FARMS								4/3 LB	\$29.13/CS \$9.47/EA
43	1621010	SALAD MIX, MEDLEY CUT CLEANED HARVEST BLEND BAG FRESH REF LETTUCE	CROSS VALLEY FARMS								3 LB	\$15.81/CS
63	2326445	SALAD MIX, MESCLUN SPRING BAG FRESH REF LETTUCE	CROSS VALLEY FARMS								3 LB	\$15.32/CS
107	3620341	SHALLOT, LARGE PEELED FRESH REF BAG	CROSS VALLEY FARMS								4/5 LB	\$70.44/CS \$22.89/EA
139	4425690	SPINACH, BABY FLAT LEAF PILLOW PACK FRESH REF	CROSS VALLEY FARMS								4 LB	\$17.59/CS
323	3218831	SQUASH, BUTTERNUT DICED 1/2 FRESH REF	PACKER								2/5 LB	\$36.74/CS \$23.88/EA



Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
75	2641054	SQUASH, YELLOW #1 MEDIUM FRESH REF	PACKER								.5 BU	\$36.08/CS
27	1205582	STRAWBERRY, CLAMSHELL FRESH REF	PACKER								8/1 LB	\$36.38/CS \$5.91/EA
38	1332873	THYME, FRESH HERB	CROSS VALLEY FARMS								8 OZ	\$14.07/CS
177	5731131	TOMATO, ASSORTED HEIRLOOM MINI GREENHOUSE CLAMSHELL FRESH REF	PACKER								6/2 LB	\$43.35/CS \$9.39/EA
145	4731774	TOMATO, CHERRY RED FRESH REF BULK	CROSS VALLEY FARMS								10 LB	\$29.09/CS
146	4732525	TOMATO, PLUM MEDIUM #1 GRADE FRESH REF BULK ROMA	CROSS VALLEY FARMS								25 LB	\$33.55/CS
134	4332938	TOMATO, ROUND 4X5 #1 GRADE FRESH REF 2 LAYER BOX	CROSS VALLEY FARMS								20 LB	\$31.23/CS
116	3973683	ZUCCHINI, GREEN #1 MEDIUM FRESH REF	PACKER								.5 BU	\$29.03/CS

**SALADS, WET, REF & FZN (3 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
176	5724199	SALAD, MACARONI ELBOW MAYONNAISE NO HFCS REF PLASTIC TUB	MOLLY'S KITCHEN								2/8 LB	\$34.00/CS \$22.10/EA
154	4893957	SALAD, PASTA ROTINI TRI COLOR NO HFCS REF TUB CALIFORNIA STYLE	MOLLY'S KITCHEN								2/5 LB	\$26.22/CS \$17.04/EA
321	2982079	SALAD, POTATO RED SKIN NO HFCS REF TUB	MOLLY'S KITCHEN								2/8 LB	\$39.71/CS \$25.81/EA

**SEAFOOD (2 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
315	1366277	COD, BATTERED 2-3 OZ FILLET PARFRIED FROZEN WILD MSC 2-DIAMOND	HARBOR BANKS								10 LB	\$75.43/CS
96	3017707	TUNA, YELLOWFIN 8 OZ FILLET BONELESS-SKINLESS RAW FROZEN USA WILD AHI	SIERRA MEAT								20/8 OZ	\$72.78/CS



# Order Guide #889425

316 products

Created: 9/25/2024 at 9:25:02 AM

Division: RENO (4110)

Customer: IVGID-THE CHATEAU (53740023)

Department: GRILLE(1)

## APPETIZERS, ENTREES, & POTATOES REF & FZN (7 products)

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
90	1552124	POTATO, FRENCH-FRY SHOESTRING 1/4 COATED CLEAR EXTRA-LONG-FANCY FROZEN	MONARCH								6/4.5 LB	\$52.37/CS
195	5736574	POTATO, FRENCH-FRY SWEET 3/16X3/8 STRAIGHT-CUT COATED TFF FANCY FROZEN TR	SWEET THINGS								5/3 LB	\$39.36/CS
122	2855724	POTATO, FRENCH-FRY SWEET 3/16X3/8 STRAIGHT-CUT COATED TFF LONG FANCY FROZ	MONARCH								5/3 LB	\$40.48/CS
112	2497253	POTATO, MASHED SKINLESS YUKON GOLD SEASONED BOIL IN BAG FROZEN	LAMBS SUPREME								6/4 LB	\$50.87/CS \$11.02/EA
121	2855716	POTATO, SWEET FRENCH-FRY PLATTER CUT 1/4X1/2 COATED CLEAR LONG FANCY FROZ	MONARCH								5/3 LB	\$40.48/CS
166	4636437	SOUP, BROCCOLI CHEESE RTU POUCH FROZEN	MOLLY'S KITCHEN								4/8 LB	\$58.31/CS \$18.95/EA
197	5827743	SOUP, TOMATO BASIL BISQUE VEGETARIAN RTU BAG FROZEN	CAMPBELL'S								4/4 LB	\$34.51/CS

## BEEF (1 products)

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
117	2669117	ROAST BEEF, BEEF TOP INSIDE ROUND CAP-OFF DELI-FACED CHOICE ANGUS ALL NATUR	METRO DELI								2/6-9 LBA	\$9.60/LB

## BEVERAGE (9 products)

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
175	4781939	DRINK, SODA CLUB CANADA DRY PET PLASTIC BOTTLE	CANADA DRY								4/6/10 OZ	\$25.79/CS \$8.38/EA
236	7273816	DRINK, SODA GINGER ALE CAN	SHASTA								48/8 OZ	\$18.45/CS \$0.50/EA
215	6591507	JUICE, BERRY 100% ASEPTIC POUCH SHELF STABLE	CAPRI SUN								4/10/6 OZ	\$22.06/CS
233	7242542	JUICE, GRAPE 100% PET PLASTIC BOTTLE SHELF STABLE	THIRSTER								8/48 OZ	\$34.47/CS
173	4760103	JUICE, GRAPEFRUIT 100% PET PLASTIC BOTTLE W/ POUR SPOUT SHELF STABLE	THIRSTER								8/48 OZ	\$38.29/CS
111	2401974	JUICE, LIME 100% RECONSTITUTED PLASTIC JUG SHELF STABLE	REALIME								4/1 GA	\$50.55/CS \$16.43/EA

Line #	Product #	Product Description	Brand	On Hand / Order								Pack Size	Case / Each Price
136	3555491	JUICE, ORANGE 100% PET PLASTIC BOTTLE W/ POUR SPOUT SHELF STABLE	THIRSTER									8/48 OZ	\$46.66/CS \$7.58/EA
313	9885779	JUICE, PINEAPPLE 100% PET PLASTIC BOTTLE W/ POUR SPOUT SHELF STABLE	THIRSTER									8/48 OZ	\$45.23/CS \$7.35/EA
40	185306	TEA BAG, ICED BLACK ORANGE PEKOE CAFFEINATED 3 GAL YIELD FILTER-POUCH SHELF	RITUALS									32/3 OZ	\$38.37/CS

**CHEESE (15 products)**

Line #	Product #	Product Description	Brand	On Hand / Order								Pack Size	Case / Each Price
304	9404374	CHEESE, BRIE SPREAD PLASTIC TUB REF	GLENVIEW FARMS									2/3 LB	\$43.02/CS \$27.96/EA
181	4985693	CHEESE, CHEDDAR MILD SLICED .75 OZ TRAY YELLOW REF	GLENVIEW FARMS									4/2.5 LB	\$43.17/CS \$14.03/EA
116	2651851	CHEESE, CHEDDAR MONTEREY JACK BLEND SHRED FANCY RBST FREE 50/50 BAG REF	GLENVIEW FARMS									4/5 LB	\$65.67/CS \$21.34/EA
287	8985137	CHEESE, CHEVRE CRUMBLE DOMESTIC TRAY REF GOAT	GLENVIEW FARMS									2/2 LB	\$35.07/CS \$22.80/EA
250	7686181	CHEESE, COTIJA LOAF DOMESTIC CRYOVAC REF	DEL PASADO									4/5 LB	\$95.46/CS \$31.02/EA
252	7727761	CHEESE, GORGONZOLA CRUMBLE BAG REF	ROSELI									5 LB	\$23.06/CS
60	1022701	CHEESE, MONTEREY JACK CHEDDAR BLEND SHREDDED FANCY 50/50 BAG REF	GREAT LAKES CHEESE									4/5 LB	\$66.85/CS \$21.73/EA
182	4996930	CHEESE, MONTEREY JACK SLICED .75 OZ TRAY REF	GLENVIEW FARMS									4/2.5 LB	\$41.58/CS \$13.51/EA
211	6419519	CHEESE, MONTEREY JACK SLICED .75 OZ TWIN PACK REF	GLENVIEW FARMS									6/1.5 LB	\$37.72/CS \$8.17/EA
274	8430738	CHEESE, PARMESAN GRANA PADANO REF	PACKER-FI-IG									1 LBA	\$27.30/LB
137	3587482	CHEESE, PARMESAN GRATED BAG REF IMPORTED ARGENTINA	ROSELI									4/5 LB	\$118.93/CS \$38.65/EA
277	8595498	CHEESE, PARMESAN SHAVED BAG REF	GALBANI PROFESSIONALE									4/5 LB	\$100.36/CS \$32.62/EA
305	9419516	CHEESE, PROVOLONE SLICED .75 OZ TWIN PACK REF	ROSELI									6/1.5 LB	\$37.57/CS \$8.14/EA
88	1432905	CHEESE, PROVOLONE SMOKED SLICED .75 OZ INTERLEAF REF	ROSELI									6/1.5 LB	\$37.41/CS \$8.11/EA
87	1419514	CHEESE, SWISS SLICED .75 OZ 3.5 TWIN PACK REF	METRO DELI									6/1.5 LB	\$44.72/CS \$9.69/EA

**CHEMICALS & CLEANING AGENTS (8 products)**

Line #	Product #	Product Description	Brand	On Hand / Order								Pack Size	Case / Each Price
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Line #	Product #	Product Description	Brand	On Hand / Order								Pack Size	Case / Each Price
2	632398	CLEANER, GRILL K32 LIQUID BOTTLE YELLOW HIGH TEMP	MONOGRAM / CLEAN FORCE									4/32 OZ	\$89.41/CS \$29.06/EA
10	2840726	DETERGENT, DISHWASHER SOLID POWER XL SOLID CAPSULE WHITE	ECOLAB									4/9 LB	\$244.83/CS \$61.21/EA
18	4067328	DETERGENT, POT and PAN MANUAL PANTASTIC LIQUID DRUM CLEAR BLUE FLORAL SCENT	ECOLAB									5 GA	\$172.29/CS
36	7912652	POLISH, S/S K41 AEROSOL CAN WHITE CITRUS SCENT CLEANER	MONOGRAM / CLEAN FORCE									6/18 OZ	\$58.65/CS \$12.71/EA
104	2242552	PRESOAK, UTENSIL LIQUID ASSURE LIQUID JUG CLEAR BLUE CLEANER	ECOLAB									4/1 GA	\$105.33/CS
4	1514256	SANITIZER, SURFACE OASIS 146 CONCENTRATE JUG RED NO RINSE QUATERNARY	ECOLAB									2.5 GA	\$147.40/CS
235	7261042	SOAP, ANTIBACTERIAL HAND H24 FOAM BOTTLE BLUE FLORAL SCENT	MONOGRAM / CLEAN FORCE									4/750 ML	\$75.87/CS \$24.66/EA
94	1708210	SOAP, ANTIBACTERIAL HAND H25 FOAM BOTTLE BLUE FLORAL SCENT	MONOGRAM / CLEAN FORCE									6/750 ML	\$96.47/CS \$20.90/EA

**DAIRY (25 products)**

Line #	Product #	Product Description	Brand	On Hand / Order								Pack Size	Case / Each Price
198	5868435	BUTTER, CLARIFIED UNSALTED SOLID TUB REF	GLENVIEW FARMS									4/5 LB	\$139.36/CS \$45.29/EA
53	877563	BUTTER, CONTINENTAL CHIP 47 COUNT SALTED SS FOIL REF SWEET CREAM	GLENVIEW FARMS									4/4.25 LB	\$97.78/CS \$31.78/EA
54	899807	BUTTER, UNSALTED SOLID AA GRADE PAPER WRAPPED REF	GLENVIEW FARMS									36/1 LB	\$166.60/CS \$6.02/EA
174	4765087	CREAM, WHIPPING HEAVY 36% BUTTERFAT PASTEURIZED DAIRY RBST FREE PLASTIC BOT	GLENVIEW FARMS									12/5 GA	\$122.76/CS \$13.30/EA
240	7340979	CREAM, WHIPPING HEAVY 36% BUTTERFAT UHT DAIRY CARTON REF	GLENVIEW FARMS									12/1 QT	\$84.42/CS \$9.15/EA
110	2341238	CREAMER, HALF and HALF 10.5% BUTTERFAT UHT DAIRY CARTON GABLE TOP REF	GLENVIEW FARMS									12/1 QT	\$45.95/CS \$4.98/EA
61	1023017	EGG, HARD COOKED PEELED WHOLE WHITE CAGE-FREE REF DRY CAGE-FREE PILLOW PACK	GLENVIEW FARMS									12/12 EA	\$54.29/CS
143	3954699	EGG, SHELL EXTRA-LARGE GRADE A WHITE CAGE-FREE LOOSE PACK FRESH	GLENVIEW FARMS									15 DZ	\$88.87/CS
140	3623481	EGG, SHELL LARGE GRADE A WHITE CAGE-FREE LOOSE PACK FRESH	GLENVIEW FARMS									15 DZ	\$88.18/CS
168	4699235	EGG, SHELL LARGE GRADE A WHITE CAGE-FREE PASTEURIZED LOOSE PACK FRESH	GLENVIEW FARMS									15 DZ	\$66.64/CS

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
248	7591803	ICE CREAM BAR, COOKIES and CREAM KING SIZE	BLUE BUNNY								2/12/4 OZ	\$27.26/CS \$17.72/EA
96	1945070	ICE CREAM BAR, REESE'S PEANUT BUTTER CUP	GOOD HUMOR								24/3.3 OZ	\$23.38/CS
152	4218863	ICE CREAM BAR, VANILLA W/ CHOCOLATE COATING BIG ALASKA	BLUE BUNNY								24/5 OZ	\$25.98/CS \$1.41/EA
231	7175128	ICE CREAM CONE, VANILLA TFF	BLUE BUNNY CHAMP								2/12/4.6 OZ	\$28.54/CS
216	6601025	ICE CREAM SANDWICH, COOKIES and CREAM TFF OREO	KLONDIKE								24/4.5 OZ	\$32.45/CS
273	8404832	ICE CREAM SANDWICH, VANILLA	BLUE BUNNY								24/6 OZ	\$22.59/CS
73	1258631	ICE CREAM SANDWICH, VANILLA CHIPS GALORE IW	BLUE BUNNY								24/4.5 OZ	\$29.17/CS
120	2740751	ICE CREAM, VANILLA BEAN TUB	GLENVIEW FARMS								3 GA	\$29.55/CS
72	1220411	MILK, 1% LOW FAT VITAMIN A and D PLASTIC BOTTLE REF	DAIRY PURE / MODEL DAIRY								70.5 PT	\$22.25/CS
220	6642862	MILK, BUTTERMILK 1% BUTTERFAT PLASTIC JUG REF	MODEL DAIRY								6/.5 GA	\$16.62/CS \$3.60/EA
57	1008417	POPSICLE, STRAWBERRY WATERMELON GRAPE BOMB POP NERDS IW FROZEN	BOMB POP								24/3.75 OZ	\$22.59/CS
71	1211432	SORBET, LEMON FROZEN	BLUE BUNNY								3 GA	Call for price
249	7635246	SOUR CREAM, CULTURED HEAVY TUB REF	GLENVIEW FARMS								2/5 LB	\$25.15/CS \$16.35/EA
145	3980521	YOGURT, PLAIN GREEK FAT-FREE RBST FREE TUB REF	DANNON OIKOS								6/32 OZ	\$29.20/CS \$6.33/EA
99	1980077	YOGURT, PLAIN GREEK FAT-FREE RBST FREE TUB REF ALL NATURAL	GLENVIEW FARMS								6/32 OZ	\$32.18/CS \$6.97/EA

**DISPOSABLES (40 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
6	1702984	BAG, BUN PAN 21X6X35 PLASTIC CLEAR .75 MIL ROLL LOW DENSITY GUSSET	MONOGRAM								200 EA	\$41.20/CS
7	1703040	BAG, FOOD STORAGE 18X24 UTILITY HAND TIED CLEAR PLASTIC .75 MIL ROLL LOW DE	MONOGRAM								250 EA	\$26.95/CS
93	1703248	BAG, FOOD STORAGE 7X9 SANDWICH FLIP TOP CLEAR PLASTIC .70 MIL LOW DENSITY	MONOGRAM								2000 EA	\$35.96/CS
74	1259170	BAG, SHOPPING 12X9X15.75 PAPER KRAFT BROWN W/ TWIST HANDLE CARRY-OUT	MONOGRAM								200 EA	\$52.46/CS
17	3415305	BAG, T-SHIRT 21X11.5X7 PLASTIC WHITE COMPOSTABLE EVOLVE CARRY-OUT	MONOGRAM								500 EA	\$47.60/CS

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
31	6905607	CONTAINER, 8.5X8.5X3.1 1 CMPT POLYPROPYLENE W/ HINGED LID WHITE MINERAL FIL	EARTHCHOICE								2/73 EA	\$59.07/CS
43	615215	CONTAINER, BAGASSE 6X6 WHITE 3 H HINGED LID CLAMSHELL NO FLOURINE ADDED PA	ECO-PRODUCTS								500 EA	\$117.45/CS
34	7839731	CONTAINER, MOLDED FIBER 6X6 1 CMPT NATURAL 3 H HINGED LID PAPER CARRY-OUT	MONOGRAM								6/50 EA	\$50.99/CS
35	7846140	CONTAINER, MOLDED FIBER 9X9 1 CMPT NATURAL 3 H HINGED LID PAPER CARRY-OUT	MONOGRAM								4/50 EA	\$68.25/CS
225	6807879	CONTAINER, PAPER BOARD 10 LB CATERING BOX CLAY COATED MEADOWS STOCK PRINT B	MONOGRAM								150 EA	\$105.93/CS
193	5641428	CUP, PAPER 5 OZ WAX COATED COLD SYMPHONY STOCK PRINT	SOLO CUP								30/100 EA	\$292.93/CS
179	4954384	CUP, PAPER BOARD 12 OZ SINGLE PLA PLASTIC COATED HOT LEAF STOCK PRINT COMPO	MONOGRAM								1000 EA	\$105.07/CS
278	8600900	CUP, PET PLASTIC 20 OZ COLD CLEAR ULTRA	DART								20/50 EA	\$153.59/CS
180	4954392	CUP, PLA PLASTIC 12 OZ COLD CLEAR COMPOSTABLE	MONOGRAM								20/50 EA	\$147.92/CS \$9.61/EA
22	4954269	CUP, PLA PLASTIC 16 OZ COLD CLEAR COMPOSTABLE	MONOGRAM								20/50 EA	\$169.91/CS \$11.04/EA
23	4954277	CUP, PLA PLASTIC 20 OZ COLD CLEAR	MONOGRAM								20/50 EA	\$180.34/CS \$11.72/EA
178	4954251	CUP, PLA PLASTIC 9 OZ COLD CLEAR	MONOGRAM								20/50 EA	\$112.82/CS \$7.33/EA
27	6374801	CUP, SOUFFLE 5.5 OZ POLYSTYRENE TRANSLUCENT PORTION PLASTIC	MONOGRAM								8/250 EA	\$82.53/CS \$13.41/EA
16	2961092	CUP, SOUFFLE POLYSTYRENE 2 OZ BLACK PORTION PLASTIC	MONOGRAM								12/200 EA	\$41.69/CS \$4.52/EA
20	4833935	FILM, 12X2000' PLASTIC ROLL CUTTER BOX FOOD WRAP	MONOGRAM								1 RL	\$16.60/CS
21	4836169	FILM, 18X2000' PLASTIC ROLL CUTTER BOX FOOD WRAP	MONOGRAM								1 RL	\$23.16/CS
310	9650802	GLOVE, NITRILE LARGE POWDER-FREE BLACK AMBIDEXTROUS	MONOGRAM								4/250 EA	\$62.18/CS \$20.21/EA
32	7821424	GLOVE, NITRILE MEDIUM POWDER-FREE BLUE AMBIDEXTROUS	MONOGRAM								4/250 EA	\$62.18/CS \$20.21/EA
33	7821499	GLOVE, NITRILE XL POWDER-FREE BLUE AMBIDEXTROUS	MONOGRAM								4/250 EA	\$62.18/CS \$20.21/EA
13	2949182	KIT, CUTLERY K-F-S NAP SALT-and-PEPPER PLASTIC WHITE COMPOSTABLE	MONOGRAM								100 EA	\$29.81/CS
232	7205804	KNIFE, WHITE CPLA PLASTIC BULK COMPOSTABLE	MONOGRAM								1000 EA	\$70.20/CS

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
8	1774256	LID, CUP 10-20 OZ DOME SIP POLYSTYRENE WHITE HOT PLASTIC	ECO-PRODUCTS								1000 EA	\$72.89/CS
24	4954293	LID, CUP 9-20 OZ FLAT STRAW SLOTTED PLA PLASTIC TRANSLUCENT COLD	MONOGRAM								10/100 EA	\$69.78/CS \$9.07/EA
124	2939346	LID, CUP SOUFFLE 1.5-2 OZ FLAT PET PLASTIC CLEAR PLASTIC COVER	MONOGRAM								24/100 EA	\$36.35/CS \$1.97/EA
3	730069	LINER, PAN FOOD 16.4X24.4 PARCHMENT PAPER QUILON TREATED GREASE RESISTANT	MONOGRAM								1000 EA	\$57.55/CS
9	2653012	NAPKIN, BEVERAGE BLACK 9.5X9.5 2 PLY PAPER	MONOGRAM								4/250 EA	\$51.00/CS \$16.58/EA
26	6202201	PICK, BAMBOO 4.5 NATURAL KNOT	MONOGRAM								12/100 EA	\$38.67/CS \$4.19/EA
255	7853146	PLATE, MOLDED FIBER 10 NATURAL ROUND COMPOSTABLE UNBLEACHED PAPER	MONOGRAM								4/125 EA	\$85.12/CS
38	8913592	STIRRER, POLYPROPYLENE SIP STRAW 5.5 BLACK STANDARD PLASTIC	MONOGRAM								10/1000 EA	\$22.06/CS \$2.87/EA
39	8914988	STRAW, JUMBO 7.75 BLACK UNWRAPPED STANDARD PLASTIC	MONOGRAM								24/500 EA	\$55.53/CS \$3.01/EA
67	1091035	TRAY, SERVING 3 LB PAPER NATURAL GREASE RESISTANT BOAT	TKN PRODUCTS								500 EA	\$27.47/CS
29	6738892	WRAP, 12X12 DRY WAX PAPER NATURAL FLAT PACK GREASE RESISTANT	PATERSON								5000 EA	\$161.49/CS
30	6825970	WRAP, FOIL 14X16 FLAT PACK INSULATED HONEYCOMB SHEET ALUMINUM	MONOGRAM								2/500 EA	\$64.21/CS \$41.74/EA
37	8517914	WRAP, FOIL 14X16 INSULATED HONEYCOMB SHEET ALUMINUM	BAGCRAFT								2/500 EA	\$128.00/CS
176	4816385	WRAP, PATTY 6X6 WAX PAPER FLAT PACK WHITE HEAVYWEIGHT	BAGCRAFT								12/1000 EA	\$110.34/CS \$11.95/EA

**EQUIPMENT & SUPPLIES (14 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
98	1950772	BROOM, ANGLE 12W POLYPROPYLENE FLAGGED	SUPERIOR / CES								1 EA	\$13.59/CS
281	8803348	COVER, RACK BUN PAN 21X6X35 PLASTIC CLEAR	INTEPLAST / IBS								200 EA	\$42.90/CS
11	2912061	FUEL, CHAFING CAN 4 HOUR WICK W/ POWER PAD HEAT	MONOGRAM								24 EA	\$83.16/CS
28	6562107	GLOVE, NITRILE COATED 220 MM SMALL SIZE 7 BLUE	KLEENGUARD								12 EA	\$53.21/CS
1	522750	GLOVE, NITRILE COATED 230 MM MEDIUM SIZE 8 BLUE	KLEENGUARD								12 EA	\$52.96/CS
5	1565747	GLOVE, NITRILE COATED 240 MM LARGE SIZE 9 BLUE	KLEENGUARD								12 EA	\$53.64/CS

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
19	4779059	GLOVE, NITRILE COATED 250 MM XL SIZE 10 BLUE	KLEENGUARD								12 EA	\$54.27/CS
12	2948859	GRILL BRICK, 4X3.5X8 GLASS DUST SOFT WRAPPED GRIDDLE	MONOGRAM								12/1 EA	\$26.74/CS \$2.90/EA
15	2951572	SCRUBBER, NYLON 6X9 GREEN HEAVY-DUTY ANTIMICROBIAL PAD	MONOGRAM								20 EA	\$13.04/CS
14	2950343	SCRUBBER, S/S 50 GR HEAVY-DUTY 400 SERIES ECONOMY	MONOGRAM								6/12 EA	\$49.58/CS \$10.74/EA
271	8347635	TEST STRIP, CHLORINE PAPER 10-200 PPM	LA MOTTE								200 EA	\$7.97/CS
241	7347636	TEST STRIP, QUATERNARY PAPER 50-400 PPM	LA MOTTE								100 EA	\$9.74/CS
314	9950950	TOWEL, UTILITY POLISHING GLASS 16X29 COTTON	D.W.L. INDUSTRIES/WINCO								12 EA	\$20.73/CS
25	5971247	TWINE, BUTCHER 30 PLY CONE NATURAL UNPOLISHED COTTON	REGENCY WRAPS								1 RL	\$30.17/CS

**FRUITS & VEGETABLES, CANNED & DRIED (6 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
189	5357546	ARTICHOKE, HEART QUARTER MARINATED CANNED IMPORTED SPAIN	ROSELI								6/3 KG	\$77.15/CS \$16.72/EA
160	4328985	CHERRY, MARASCHINO W/ STEM JUMBO GLASS JAR	MONARCH								4/1 GA	\$135.57/CS \$44.06/EA
123	2869626	CRANBERRY, DRIED INFUSED SWEETENED BAG	MONARCH								10 LB	\$39.66/CS
229	7080609	GINGER, SLICED PICKLED SWEET PLASTIC	PACKER								4/1 GA	\$85.41/CS \$27.76/EA
132	3333812	ORANGE, MANDARIN WHOLE SEGMENT IN LIGHT-SYRUP SHELF STABLE CANNED	MONARCH								6/#10 CN	\$66.78/CS \$14.47/EA
244	7413008	TOMATO, SUN DRIED JULIENNE STRIP REF DOMESTIC	ROSELI								5 LB	\$40.13/CS

**GROCERY, DRY (93 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
285	8888695	ALMOND, SLICED RAW UNSALTED SHELL OFF BAG NUT	MONARCH								3/2 LB	\$62.75/CS \$27.19/EA
85	1333780	ANCHOVY, FILLET FLAT IN OLIVE OIL TIN SHELF STABLE	RYKOFF SEXTON								12/13 OZ	\$171.16/CS \$18.54/EA
300	9333394	BASE, BEEF PASTE NO MSG SHELF STABLE JAR SOUP	MOLLY'S KITCHEN								6/1 LB	\$62.70/CS \$13.59/EA
84	1333426	BASE, CHICKEN PASTE NO MSG SHELF STABLE JAR SOUP	MOLLY'S KITCHEN								6/1 LB	\$62.53/CS \$13.55/EA
301	9333493	BASE, SOUP VEGETABLE PASTE NO MSG ADDED PLASTIC JAR SHELF STABLE	MOLLY'S KITCHEN								6/1 LB	\$50.17/CS \$10.87/EA



Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
218	6608947	CANDY, BAR IW SHELF STABLE MILKY WAY	MILKY WAY								36/1.84 OZ	\$36.79/EA
204	6210777	CANDY, KIT KAT MILK CHOCOLATE COATED BAR IW SHELF STABLE VENDING STANDARD 1	KIT KAT								36 EA	\$39.56/EA
260	8036576	CANDY, MandM PEANUT 1.74 OZ	MandM'S								48 EA	\$49.05/EA
261	8053126	CANDY, REESE'S PEANUT BUTTER CUP	REESE'S								36 EA	\$39.56/EA
66	1083468	CANDY, SKITTLES BULK DOMESTIC BITE SIZE	SKITTLES								36/2.17 OZ	\$36.79/EA
293	9295809	CANDY, STARBURST FRUIT ORIGINAL	STARBURST								36 EA	\$36.79/EA
219	6635783	CHIP, POTATO JALAPENO BAG	KETTLE FOODS								24/2 OZ	\$27.96/CS
200	5879903	CHIP, POTATO KETTLE BBQ BAG SS BACKYARD	KETTLE FOODS								24/2 OZ	\$27.96/CS
192	5601968	CHIP, POTATO KETTLE SEA SALT SIMPLE SS BAG ORIGINAL	MISS VICKIES								64/1.375 OZ	\$43.12/CS
294	9315821	CHIP, POTATO KETTLE SEA SALT SS BAG	KETTLE FOODS								24/2 OZ	\$27.96/CS \$1.51/EA
107	2315893	CHIP, POTATO SEA SALT and MALT VINEGAR	KETTLE FOODS								24/2 OZ	\$27.96/CS \$1.51/EA
153	4221701	DRESSING, RANCH BUTTERMILK SS POUCH SHELF STABLE	KEN'S								60/1.5 OZ	\$20.29/CS \$0.44/EA
165	4568630	DRESSING, RANCH DISPENSER SHELF STABLE	HEINZ								2/1.5 GA	\$80.31/CS
212	6440614	DRESSING, VINAIGRETTE BALSAMIC OLIVE OIL LIGHT SS POUCH SHELF STABLE	KEN'S								60/1.5 OZ	\$22.70/CS \$0.49/EA
162	4341632	FLOUR, ALL-PURPOSE HOTEL and RESTAURANT FINE BLEACHED ENRICHED BAG	MONARCH								25 LB	\$13.57/CS
201	5959226	GRAIN, QUINOA RED PREWASHED	ROLAND								2/5 LB	\$49.16/CS
187	5298492	HAZELNUT, WHOLE BLANCHED UNSALTED SHELL OFF BAG NUT FILBERT	FISHER								3/2 LB	\$81.36/CS \$35.26/EA
149	4198719	KETCHUP, TOMATO FANCY 33% DISPENSER POUCH SHELF STABLE	HEINZ								2/1.5 GA	\$56.89/CS \$36.98/EA
177	4886669	KETCHUP, TOMATO FANCY 33% RED SQUEEZE BOTTLE UPSIDE DOWN SHELF STABLE	HEINZ								30/20 OZ	\$82.24/CS \$3.56/EA
203	6002398	KETCHUP, TOMATO FANCY 33% SS FOIL PACKET SHELF STABLE	HEINZ								1000/9 GR	\$49.44/CS
292	9263021	MAYONNAISE, DISPENSER POUCH SHELF STABLE	HEINZ								2/1.5 GA	\$88.27/CS
127	3009909	MAYONNAISE, PLASTIC SHELF STABLE	BEST FOODS								4/1 GA	\$97.33/CS \$31.63/EA

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
279	8656506	MAYONNAISE, SS POUCH	BEST FOODS								210/38 OZ	\$36.19/CS
155	4295622	MILK COCONUT, UNSWEETENED IMPORTED THAILAND	CHAOKOH								6/98 OZ	\$59.93/CS \$12.98/EA
205	6328777	MIX, DRESSING ITALIAN 1 GAL YIELD PACKET	MONARCH								12/7.6 OZ	\$41.29/CS \$4.47/EA
234	7248339	MIX, DRESSING RANCH 1 GAL YIELD PACKET	GOOD SEASONS								20/3.2 OZ	\$51.34/CS \$3.34/EA
58	1021575	MIX, PANCAKE BUTTERMILK	KRUSTEAZ								25 LB	\$31.44/CS
286	8940850	MIX, SAUCE DEMI-GLACE ADD WATER CAN SHELF STABLE	KNORR								4/1.62 LB	\$89.66/CS \$29.14/EA
142	3737319	MOLASSES, LIGHT UNSULPHURED PLASTIC JUG	MONARCH								4/1 GA	\$84.87/CS \$27.58/EA
164	4537593	MUSTARD, DIJON EXTRA-STRONG CAN SHELF STABLE	RYKOFF SEXTON								6/9 LB	\$122.94/CS \$26.64/EA
291	9257320	MUSTARD, DIJON SQUEEZE BOTTLE SHELF STABLE	GREY POUPON								12/10 OZ	\$56.57/CS \$6.13/EA
151	4218103	MUSTARD, YELLOW DISPENSER POUCH SHELF STABLE	HEINZ								2/1.5 GA	\$43.14/CS \$28.04/EA
290	9160516	MUSTARD, YELLOW SQUEEZE BOTTLE SHELF STABLE	HEINZ								16/9 OZ	\$27.22/CS \$2.21/EA
224	6727861	MUSTARD, YELLOW SQUEEZE BOTTLE UPSIDE DOWN SHELF STABLE	HEINZ								16/13 OZ	\$37.45/CS
101	2008860	MUSTARD, YELLOW SS POUCH	HEINZ								500/.2 OZ	\$25.41/CS
284	8885998	NUT, MIX FANCY NO PEANUT WHOLE OIL ROASTED SALTED SHELL OFF BAG	MONARCH								3/2 LB	\$82.98/CS \$35.96/EA
251	7696709	OLIVE, ASSORTED PITTED IMPORTED GREECE SHELF STABLE ANTIPASTO MIX	RYKOFF SEXTON								2/5 LB	\$65.50/CS
188	5333711	OLIVE, GREEN QUEEN STUFFED W/ PIMIENTO 100-120 COUNT GLASS JAR SHELF STABLE	MONARCH								4/1 GA	\$103.65/CS \$33.69/EA
158	4327581	PEANUT BUTTER, CREAMY TUB SHELF STABLE	MONARCH								6/5 LB	\$81.20/CS \$17.59/EA
275	8486482	PECAN, FANCY PIECE FROSTED SALTED SHELL OFF BAG SHELF STABLE NUT	FISHER								3/2 LB	\$57.56/CS \$24.94/EA
89	1517754	PEPPER, CHIPOTLE IN ADOBO SAUCE SHELF STABLE	FARO								24/7 OZ	\$32.07/CS \$1.74/EA
242	7365012	PEPPER, JALAPENO HOT SLICED IN BRINE SHELF STABLE CAN	HARVEST VALUE								6/#10 CN	\$46.42/CS \$10.06/EA
270	8333163	PEPPER, PEPPERONCINI WHOLE PREMIUM IMPORTED GREECE PLASTIC JAR SHELF STABLE	ROSELI								4/1 GA	\$56.46/CS \$18.35/EA
253	7746572	RELISH, PICKLE SWEET PLASTIC JAR SHELF STABLE	MONARCH								4/1 GA	\$75.15/CS \$24.42/EA

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
288	9009218	RELISH, PICKLE SWEET SS POUCH	HEINZ								200/9 GR	\$20.62/CS
207	6329213	RELISH, PICKLE SWEET SS POUCH	MONARCH								200/9 GR	\$19.70/CS
106	2278104	RICE, BASMATI RAW	RYKOFF SEXTON								10 LB	\$22.24/CS
191	5576771	SALSA, FIRE ROASTED TAQUERIA STYLE MILD PLASTIC JUG SHELF STABLE SAUCE	DEL PASADO								4/68 OZ	\$48.76/CS \$15.85/EA
190	5358825	SALT, .5 GR SS FLAT IODIZED	MONARCH								6/1000 EA	\$23.82/CS \$5.16/EA
183	4999470	SALT, KOSHER GROUND COARSE BOX	MONARCH								12/3 LB	\$34.51/CS \$3.74/EA
126	3002128	SALT, KOSHER NOT IODIZED GRANULATED COARSE BOX SHELF STABLE	MORTON SALT								12/3 LB	\$41.73/CS \$4.52/EA
77	1318781	SAUCE, BBQ DISPENSER POUCH SHELF STABLE	HEINZ								2/1.5 GA	\$66.04/CS \$42.93/EA
259	8021818	SAUCE, HOT GLASS BOTTLE SHELF STABLE ORIGINAL	TABASCO								12/5 OZ	\$36.02/CS \$3.90/EA
185	5214382	SAUCE, HOT SS POUCH	CHOLULA								200/7 GR	\$13.61/CS
312	9841289	SAUCE, SOY TAMARI GLUTEN-FREE PLASTIC JUG SHELF STABLE	KIKKOMAN								6/5 GA	\$74.20/CS \$16.08/EA
202	6002091	SAUCE, WORCESTERSHIRE GLASS BOTTLE SHELF STABLE	LEA and PERRINS								24/5 OZ	\$64.11/CS \$3.47/EA
141	3636982	SAUCE, WORCESTERSHIRE PLASTIC JUG SHELF STABLE	MONARCH								4/1 GA	\$66.63/CS \$21.65/EA
133	3360997	SEASONING, BLACKENED CANISTER SHELF STABLE REDFISH SPICE	MAGIC SEASONING BLENDS								4/24 OZ	\$37.21/CS \$9.30/EA
46	760645	SEASONING, PICKLING BLEND SHELF STABLE SPICE	MONARCH								14 OZ	\$12.42/EA
221	6694017	SNACK BAR, ENERGY DARK CHOCOLATE CHERRY VEGAN GLUTEN-FREE IW	TAHOE TRAIL BAR								8/12/2.3 OZ	\$177.23/CS \$28.80/EA
186	5250724	SNACK BAR, ENERGY MANGO COCONUT VEGAN GLUTEN-FREE IW PLUS	TAHOE TRAIL BAR								8/12/1.94 OZ	\$177.23/CS \$28.80/EA
135	3458237	SNACK BAR, ENERGY PEANUT BUTTER VEGAN GLUTEN-FREE IW PLUS	TAHOE TRAIL BAR								8/12/2.22 OZ	\$177.23/CS \$28.80/EA
316	9986423	SNACK MIX, TRAIL NUT and CHOCOLATE SS BAG	PLANTERS								72/2 OZ	\$55.81/CS \$1.01/EA
315	9978149	SNACK MIX, TRAIL TROPICAL FRUIT and NUT SS	PLANTERS								72/2 OZ	\$55.81/CS \$1.01/EA
48	760819	SPICE, CHILI POWDER MILD PLASTIC JUG SHELF STABLE SEASONING	MONARCH								5 LB	\$44.99/CS

Line #	Product #	Product Description	Brand	On Hand / Order								Pack Size	Case / Each Price
50	760884	SPICE, GARLIC POWDER PLASTIC JUG SHELF STABLE SEASONING	MONARCH									6 LB	\$62.74/CS
113	2501161	SPICE, GARLIC POWDER PLASTIC SHAKER SHELF STABLE SEASONING	MONARCH									21 OZ	\$14.93/EA
45	760348	SPICE, MUSTARD GROUND PLASTIC SHAKER SHELF STABLE SEASONING	MONARCH									15 OZ	\$8.85/EA
49	760850	SPICE, OREGANO LEAF DRIED PLASTIC JUG SHELF STABLE SEASONING	MONARCH									24 OZ	\$26.78/CS
51	760900	SPICE, PAPRIKA SPANISH GROUND PLASTIC JUG SHELF STABLE SEASONING	MONARCH									5 LB	\$59.54/CS
210	6358832	SPICE, PEPPER BLACK .1 GR SS FLAT	MONARCH									6/1000 EA	\$38.80/CS \$8.41/EA
47	760785	SPICE, PEPPER BLACK GROUND PLASTIC JUG 20M TABLE/RESTAURANT GRIND	MONARCH									5 LB	\$75.21/CS
213	6494421	SPICE, SESAME SEED BLACK WHOLE PLASTIC SHAKER SHELF STABLE SEASONING	MONARCH									6/19 OZ	\$72.94/CS \$12.16/EA
52	761734	SPICE, SESAME SEED WHOLE PLASTIC SHAKER SHELF STABLE SEASONING	MONARCH									18 OZ	\$9.73/EA
125	2939791	SUGAR, RAW .16 OZ SS PACKET	MONARCH									1200/.16 OZ	\$33.72/CS
245	7442304	SUGAR, WHITE GRANULATED CANE	CandH PURE CANE SUGAR									24/1 LB	\$33.57/CS \$1.82/EA
283	8884934	SUNFLOWER SEED, SALTED OIL ROASTED KERNEL SHELL OFF TFF BAG NUT	MONARCH									3/2 LB	\$31.40/CS \$13.61/EA
147	4021998	SWEETENER, AGAVE NECTAR SYRUP LIGHT ORGANIC	RYKOFF SEXTON									6/24 OZ	\$38.11/CS \$8.26/EA
148	4175211	TORTILLA, FLOUR GORDITA 12 PRESSED SHELF STABLE	DEL PASADO									6/10 EA	\$23.64/CS
114	2598469	TUNA, LIGHT SKIPJACK CHUNK IN WATER CAN SHELF STABLE MSC	MONARCH									6/66.5 OZ	\$89.78/CS \$19.45/EA
256	7877517	TUNA, WHITE ALBACORE CHUNK IN WATER CAN SHELF STABLE POLE and LINE CAUGHT	RYKOFF SEXTON									6/66.5 OZ	\$151.84/CS \$32.90/EA
129	3179454	VINEGAR, BALSAMIC WHITE WINE 6% ACIDITY SHELF STABLE PLASTIC JUG	ROLAND									2/5 LT	\$61.80/CS \$40.17/EA
79	1328335	VINEGAR, DISTILLED WHITE DOMESTIC 50 GRAIN PLASTIC JUG	MONARCH									4/1 GA	\$46.75/CS \$15.19/EA
228	7064710	VINEGAR, RICE SEASONED DOMESTIC PLASTIC JUG 4%	NAKANO									4/128 OZ	\$75.49/CS \$24.53/EA
214	6537450	VINEGAR, SHERRY IMPORTED SPAIN GLASS BOTTLE	RYKOFF-SEXTON INTERNATIONAL GOLD									12/16.9 OZ	\$53.20/CS \$5.76/EA

Line #	Product #	Product Description	Brand	On Hand / Order								Pack Size	Case / Each Price
298	9328337	VINEGAR, WINE RED 50 GRAIN	MONARCH									4/1 GA	\$63.46/CS \$20.62/EA
102	2068781	VINEGAR, WINE WHITE PLASTIC	FOUR MONKS									4/1 GA	\$51.79/CS \$16.83/EA
115	2634442	WALNUT, HALF and PIECE UNSALTED RAW SHELL OFF BAG SHELF STABLE NUT	MONARCH									5 LB	\$53.34/CS

**GROCERY, REF & FZN (19 products)**

Line #	Product #	Product Description	Brand	On Hand / Order								Pack Size	Case / Each Price
128	3115243	BASE, BEEF FLAVORED PASTE LOW SODIUM NO MSG GLUTEN-FREE REF SOUP	MINOR'S									6/1 LB	\$70.02/CS \$15.17/EA
41	207498	BREAD, WHEAT BERRY 17 SLICED 11/16 LOAF FROZEN	HILLTOP HEARTH									8/36 OZ	\$44.75/CS
92	1689397	BUN, HAMBURGER WHITE 4 SLICED GLUTEN-FREE TFF BAKED IW FROZEN	UDI'S									24/3.3 OZ	\$34.16/CS
146	4002125	CANDY, MandM PLAIN SS REF	MandM'S									36/1.69 OZ	\$36.79/EA
222	6717219	CANDY, SNICKERS BAR SS IW REF 1.86 OZ	SNICKERS									48/1.86 OZ	\$49.05/EA
282	8877458	CANDY, TWIX IW REF	TWIX									36/1.79 OZ	\$36.79/EA
159	4328340	DRESSING, BLUE CHEESE TFF EXTRA CHUNKY PLASTIC JAR REF	MONARCH									4/1 GA	\$75.44/CS \$24.52/EA
230	7132137	ENGLISH MUFFIN, PLAIN 3 OZ FORK SPLIT BAKED TRAY FROZEN SANDWICH SIZE	THOMAS									6/8/3 OZ	\$28.41/CS \$6.16/EA
311	9833633	GUACAMOLE, CHUNKY BAG FROZEN WESTERN STYLE	SIMPLOT HARVEST FRESH AVOCADOS									6/3 LB	\$74.01/CS
217	6602288	GUACAMOLE, POUCH FROZEN WESTERN	DEL PASADO									4/3 LB	\$68.19/CS \$22.16/EA
258	7946221	MANGO, CUBE 3/8 IMPORTED MEXICO IQF FROZEN	MONARCH									2/5 LB	\$34.74/CS \$22.58/EA
272	8382772	MANGO, PIECE IQF FROZEN BAG	HARVEST VALUE									20 LB	No Price
246	7562903	PICKLE, DILL CRINKLE-CUT CHIP 1 1/4 TUB REF	CHIPICO PICKLES									2 GA	\$27.58/CS
64	1053769	PICKLE, DILL KOSHER CRINKLE-CUT CHIP 210 COUNT 5/16 REF PLASTIC JAR	METRO DELI									2/1 GA	\$27.67/CS
103	2194934	ROLL, HOAGIE 6-7 SLICED SPLIT TOP FROZEN SUBMARINE	ROTELLA'S ITALIAN BAKERY									6/6/3.1 OZ	\$24.25/CS \$5.25/EA
154	4285383	ROLL, WHITE 3 SQUARE UNSLICED PARBAKED FROZEN RUSTIQUE BREAD	LA BREA BAKERY									12/8/2 OZ	\$47.08/CS \$0.64/EA
119	2698801	SAUERKRAUT, SHRED PAIL REF	MONARCH									2 GA	\$25.02/CS

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
150	4210142	TORTILLA, FLOUR 12 PRESSED REF	MI RANCHO								10/10 EA	\$32.89/CS
95	1716414	WRAPPER, WONTON 3.5 SQUARE BAG FROZEN	TWIN DRAGON								12/14 OZ	\$24.05/CS

**MEAT SUBSTITUTE (1 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
169	4708509	BEEF SUB, PATTY MEATLESS VEGETABLE PROTEIN TFF COOKED FROZEN CHIPOTLE BLACK	MORNINGSTAR FARMS								48/4.25 OZ	\$83.54/CS

**OILS & SHORTENING (6 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
56	990416	OIL, CANOLA OLIVE EXTRA VIRGIN 75/25 BLEND SALAD and FRYING PLASTIC JUG	ROSELI								4/1 GA	\$121.86/CS \$39.60/EA
86	1333970	OIL, CANOLA OLIVE EXTRA VIRGIN 90/10 BLEND SALAD and FRYING PLASTIC JUG	ROSELI								4/1 GA	\$93.77/CS \$30.48/EA
97	1945534	OIL, OLIVE EXTRA VIRGIN IMPORTED ITALY SALAD TIN	RYKOFF SEXTON								4/3 LT	\$235.50/CS \$76.54/EA
196	5771977	OIL, PAN COATING CANOLA OIL BASED AEROSOL SPRAY TFF	MONARCH								6/17 OZ	\$32.03/CS \$6.94/EA
268	8330219	OIL, SESAME IMPORTED JAPAN PLASTIC BOTTLE	PACIFIC JADE								6/61 OZ	\$183.68/CS \$39.80/EA
80	1328699	SHORTENING, FRYING SOYBEAN LIQUID CLEAR PLASTIC JUG SHELF STABLE OIL	HARVEST VALUE								35 LB	\$35.98/CS

**PORK (5 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
280	8767295	BACON, PORK 144 COUNT LAID OUT HARDWOOD SMOKED CURED COOKED REF 13-17 STYLE	HORMEL BACON 1								2/144 EA	\$119.10/CS
76	1289475	BACON, PORK 144 COUNT SLICED LAID OUT HARDWOOD SMOKED COOKED 540 REF 20-24	HORMEL BACON 1								2/144 EA	\$88.80/CS
81	1330257	BACON, PORK COOKED 150 COUNT LAID OUT APPLEWOOD SMOKED REF 3-DIAMOND	PATUXENT FARMS								2/150 EA	\$40.73/CS \$26.47/EA
206	6328900	HAM, CAPICOLA SMOKED COOKED REF PORK	ROSELI								2/5.25 LBA	\$5.64/LB
265	8244110	HAM, PROSCIUTTO WHOLE DRY CURED IMPORTED CANADA REF IVP NATURAL RAISED-W/O-	METRO DELI								12-15 LBA	\$8.20/LB

**POULTRY (5 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
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Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
65	1069941	CHICKEN, BREAST 6 OZ BONELESS SKINLESS RAISED-W/O-ANTIBIOTICS NATURAL COOKE	CHEF'S LINE								6/4/6 OZA	\$6.75/LB
227	6983795	CHICKEN, BREAST SINGLE-LOBE 6 OZ BONELESS SKINLESS NATURAL RAW EZ COOK FLAT	PATUXENT FARMS								18 LB	\$79.10/CS
199	5874979	CHICKEN, BREAST SINGLE-LOBE 6 OZ BONELESS SKINLESS RAW IF FROZEN BAG	PATUXENT FARMS								18 LB	\$68.62/CS
184	5041384	CHICKEN, DICED .5 SEASONED BREAST MEAT COOKED GRILL MARK BAG FROZEN	PATUXENT FARMS								2/5 LB	\$59.04/CS
247	7567019	TURKEY, BREAST WHOLE UNSLICED DOME SKIN-ON COOKED OIL BROWNED REF BAG 3-DIA	PATUXENT FARMS								2/8-10 LBA	\$4.86/LB

**PROCESSED MEAT (4 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
100	1996339	SALAMI, GENOA PORK BEEF STICK 6.75 LB UNCURED NATURAL COOKED REF VACUUM-PAC	METRO DELI								2/6.75 LBA	\$6.16/LB
263	8155749	SAUSAGE, PORK LINK 1 OZ SKINLESS COOKED FROZEN BREAKFAST	JIMMY DEAN								10 LB	\$43.72/CS
262	8079436	SAUSAGE, PORK PATTY 1.5 OZ 3.25 COOKED IQF FROZEN BREAKFAST	JIMMY DEAN								2/5 LB	\$41.56/CS
63	1027161	SAUSAGE, PORK PATTY 2 OZ 3.25 COOKED BAG FROZEN BREAKFAST	JIMMY DEAN								2/5 LB	\$41.56/CS

**PRODUCE, FRESH (55 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
208	6331912	APPLE, FUJI 125 COUNT WASHINGTON FANCY FRESH REF	CROSS VALLEY FARMS								125 EA	\$43.04/CS
309	9546982	ARUGULA, BABY WILD CLEANED LOOSE LEAF BAG FRESH REF	CROSS VALLEY FARMS								2/2 LB	\$19.23/CS \$12.50/EA
308	9505647	AVOCADO, HASS BREAKER STAGE 2-3 #1 GRADE WHOLE 48 COUNT BOX FRESH REF	PACKER								48 EA	\$74.04/CS
69	1154068	AVOCADO, HASS BREAKER STAGE 2-3 #1 GRADE WHOLE 60 COUNT BOX FRESH REF	PACKER								60 EA	\$54.91/CS
156	4326401	BASIL, FRESH HERB	CROSS VALLEY FARMS								1 LB	\$11.89/CS
307	9502089	BLUEBERRY, FRESH REF	PACKER								12/6 OZ	\$38.32/CS \$4.15/EA
276	8532087	BROCCOLINI, FRESH REF	PACKER								18 EA	\$31.60/CS \$13.69/EA
134	3419660	CARROT, JUMBO #1 GRADE FRESH REF BAG	CROSS VALLEY FARMS								25 LB	\$24.74/CS

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
170	4725396	CELERY, STALK FRESH REF BOX	CROSS VALLEY FARMS								6 EA	\$18.65/CS
238	7331614	CELERY, STICK 4 FRESH REF	CROSS VALLEY FARMS								4/5 LB	\$38.96/CS \$12.66/EA
266	8326399	CHIVE, FRESH HERB	CROSS VALLEY FARMS								1 LB	\$16.72/CS
296	9326430	CILANTRO, WASHED and TRIMMED FRESH HERB	CROSS VALLEY FARMS								4/1 LB	\$19.23/CS \$6.25/EA
131	3332830	COLESLAW MIX, SHRED CABBAGE GREEN and RED W/ CARROT SEPARATE FRESH REF	CROSS VALLEY FARMS								4/5 LB	\$21.95/CS \$7.13/EA
264	8208308	CORN, WHITE FRESH REF	PACKER								48 EA	\$47.54/CS
105	2264516	CUCUMBER, LARGE ENGLISH SEEDLESS HOT HOUSE BULK FRESH REF	PACKER								12 EA	\$20.99/CS
239	7332182	DILL, FRESH HERB	CROSS VALLEY FARMS								8 OZ	\$13.00/CS
138	3618741	GARLIC, WHITE JUMBO WHOLE CLOVE PEELED BAG FRESH REF	CROSS VALLEY FARMS								4/5 LB	\$81.96/CS \$26.64/EA
289	9082843	GRAPE, RED SEEDLESS FRESH REF	PACKER								5 LB	\$28.22/CS
257	7878234	KALE, CURLY GREEN BABY BOX FRESH REF	PACKER								3 LB	\$19.16/CS
44	733537	LEMON, CHOICE 115 COUNT IMPORTED and DOMESTIC FRESH REF BOX	PACKER								115 EA	\$33.24/CS
254	7779077	LETTUCE, ICEBERG GREEN LEAF BURGER SANDWICH TOPPER FRESH REF BULK	CROSS VALLEY FARMS								10 LB	\$27.84/CS
299	9332230	LETTUCE, ROMAINE CHOPPED 1 1/4 PILLOW PACK FRESH REF	CROSS VALLEY FARMS								6/2 LB	\$23.06/CS \$5.00/EA
109	2332245	LETTUCE, ROMAINE HEART FRESH REF	CROSS VALLEY FARMS								48 EA	\$32.72/CS
167	4667424	LIME, #1 GRADE 200 COUNT FRESH REF BOX	CROSS VALLEY FARMS								40 LB	\$85.06/CS \$5.53/EA
82	1331362	MINT, FRESH HERB CELLO PACK	CROSS VALLEY FARMS								1 LB	\$12.61/CS
78	1326438	ONION, GREEN TRIMMED ICELESS FRESH REF SCALLION	CROSS VALLEY FARMS								4/2 LB	\$48.65/CS \$15.81/EA
157	4326690	ONION, RED JUMBO FRESH REF BAG	CROSS VALLEY FARMS								25 LB	\$24.02/CS
306	9425737	ONION, RED SLICED 3/16 TRAY PACK FRESH REF	CROSS VALLEY FARMS								2/5 LB	\$50.84/CS \$33.05/EA
269	8331399	ONION, YELLOW DICED 1/4 FRESH REF PILLOW PACK	CROSS VALLEY FARMS								4/5 LB	\$37.52/CS \$12.19/EA
267	8326696	ONION, YELLOW JUMBO 3+ BAG FRESH REF	CROSS VALLEY FARMS								50 LB	\$22.07/CS \$1.15/EA



Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
302	9357214	ORANGE, NAVEL OR VALENCIA CHOICE 88 COUNT FRESH REF BOX	PACKER								88 EA	\$52.84/CS
130	3332103	OREGANO, FRESH HERB	CROSS VALLEY FARMS								8 OZ	\$13.33/CS
243	7384589	PARSLEY, ITALIAN FLAT LEAF FRESH HERB	PACKER								12 EA	\$16.02/CS
303	9371029	PEPPER, BELL RED LARGE HOT HOUSE FRESH REF	PACKER								5 LB	Call for price
297	9326695	POTATO, RUSSET IDAHO 100 COUNT FRESH REF BOX	CROSS VALLEY FARMS								50 LB	\$20.41/CS
237	7291537	RADISH, CLEANED FRESH REF	PACKER								5 LB	\$25.54/CS
75	1264180	RADISH, WATERMELON TRIMMED FRESH REF	CROSS VALLEY FARMS								5 LB	\$26.56/CS
226	6964350	RASPBERRY, RED FRESH REF	PACKER								12/6 OZ	\$45.73/CS \$4.95/EA
295	9326331	ROSEMARY, FRESH HERB	CROSS VALLEY FARMS								1 LB	\$13.34/CS
144	3956539	SALAD MIX, MEDLEY CUT CLEANED HARVEST BLEND BAG FRESH REF LETTUCE	CROSS VALLEY FARMS								4/3 LB	\$29.13/CS \$9.47/EA
91	1621010	SALAD MIX, MEDLEY CUT CLEANED HARVEST BLEND BAG FRESH REF LETTUCE	CROSS VALLEY FARMS								3 LB	\$15.81/CS
108	2326445	SALAD MIX, MESCLUN SPRING BAG FRESH REF LETTUCE	CROSS VALLEY FARMS								3 LB	\$15.32/CS
59	1022392	SALAD MIX, SPRING BAG FRESH REF LETTUCE	KALERA								3 LB	\$23.78/CS
139	3620341	SHALLOT, LARGE PEELED FRESH REF BAG	CROSS VALLEY FARMS								4/5 LB	\$70.44/CS \$22.89/EA
163	4425690	SPINACH, BABY FLAT LEAF PILLOW PACK FRESH REF	CROSS VALLEY FARMS								4 LB	\$17.59/CS
55	913467	SPINACH, BABY ORGANIC FRESH REF	PACKER								4 LB	\$20.56/CS
70	1205582	STRAWBERRY, CLAMSHELL FRESH REF	PACKER								8/1 LB	\$36.38/CS \$5.91/EA
83	1332873	THYME, FRESH HERB	CROSS VALLEY FARMS								8 OZ	\$14.07/CS
68	1112521	TOMATO, ASSORTED COLOR CHERRY FRESH REF	PACKER								12/1 PT	Call for price
194	5731131	TOMATO, ASSORTED HEIRLOOM MINI GREENHOUSE CLAMSHELL FRESH REF	PACKER								6/2 LB	\$43.35/CS \$9.39/EA
172	4731774	TOMATO, CHERRY RED FRESH REF BULK	CROSS VALLEY FARMS								10 LB	\$29.09/CS
171	4731741	TOMATO, GRAPE RED FRESH REF BULK	CROSS VALLEY FARMS								10 LB	\$25.63/CS

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
161	4332938	TOMATO, ROUND 4X5 #1 GRADE FRESH REF 2 LAYER BOX	CROSS VALLEY FARMS								20 LB	\$31.23/CS
209	6333017	TOMATO, ROUND 5X5 #1 GRADE VINE RIPE FRESH REF 2 LAYER BOX	CROSS VALLEY FARMS								20 LB	\$30.20/CS
118	2679634	ZUCCHINI, GREEN #1 MEDIUM FRESH REF	PACKER								5 LB	\$17.17/CS

**SALADS, WET, REF & FZN (1 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
42	513887	SALAD, PASTA BOW TIE FLORENTINE REF	RESER'S								2/4.5 LB	\$31.06/CS \$20.19/EA

**SEAFOOD (2 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
62	1023279	ANCHOVY, FILLET IN OLIVE OIL RAW REF TIN	SAVOR FOODS								12/28 OZ	\$208.61/CS \$22.60/EA
223	6726491	SHRIMP, 16-20 WHITE PEELED-and-DEVEINED TAIL-ON RAW IQF FROZEN BAG FARMED	HARBOR BANKS								5/2 LB	No Price



# Order Guide #889463

75 products

Created: 9/25/2024 at 9:37:59 AM

Division: RENO (4110) Customer: IVGID - BEACHES (74137175)

### APPETIZERS, ENTREES, & POTATOES REF & FZN (2 products)

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
55	1404391	PIZZA, CHEESE 4 WAY 16 HAND TOSSED FROZEN	VILLA PRIMA								9/47.41 OZ	\$84.98/CS
52	1552124	POTATO, FRENCH-FRY SHOESTRING 1/4 COATED CLEAR EXTRA-LONG-FANCY FROZEN	MONARCH								6/4.5 LB	\$52.37/CS

### BEVERAGE (1 products)

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
25	6591507	JUICE, BERRY 100% ASEPTIC POUCH SHELF STABLE	CAPRI SUN								4/10/6 OZ	\$22.06/CS

### CHEESE (5 products)

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
13	4985693	CHEESE, CHEDDAR MILD SLICED .75 OZ TRAY YELLOW REF	GLENVIEW FARMS								4/2.5 LB	\$43.17/CS \$14.03/EA
14	6419501	CHEESE, CHEDDAR MILD SLICED .75 OZ TWIN PACK YELLOW REF	GLENVIEW FARMS								6/1.5 LB	\$37.36/CS \$8.09/EA
15	8985137	CHEESE, CHEVRE CRUMBLE DOMESTIC TRAY REF GOAT	GLENVIEW FARMS								2/2 LB	\$35.07/CS \$22.80/EA
16	4996930	CHEESE, MONTEREY JACK SLICED .75 OZ TRAY REF	GLENVIEW FARMS								4/2.5 LB	\$41.58/CS \$13.51/EA
17	1419514	CHEESE, SWISS SLICED .75 OZ 3.5 TWIN PACK REF	METRO DELI								6/1.5 LB	\$44.72/CS \$9.69/EA

### CHEMICALS & CLEANING AGENTS (3 products)

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
59	1764534	DETERGENT, POT and PAN MANUAL P16 E-Z LIQUID BOTTLE BLUE	MONOGRAM / CLEAN FORCE								5 LT	\$80.89/CS
61	1514256	SANITIZER, SURFACE OASIS 146 CONCENTRATE JUG RED NO RINSE QUATERNARY	ECOLAB								2.5 GA	\$155.89/CS
60	1708210	SOAP, ANTIBACTERIAL HAND H25 FOAM BOTTLE BLUE FLORAL SCENT	MONOGRAM / CLEAN FORCE								6/750 ML	\$96.47/CS \$20.90/EA

### DAIRY (11 products)

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
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Line #	Product #	Product Description	Brand	On Hand / Order	Pack Size	Case / Each Price
75	9341223	CREAMER, HALF and HALF LIQUID UHT DAIRY SS CUP SHELF STABLE	GLENVIEW FARMS		360/38 OZ	\$26.02/CS
12	1023017	EGG, HARD COOKED PEELED WHOLE WHITE CAGE-FREE REF DRY CAGE-FREE PILLOW PACK	GLENVIEW FARMS		12/12 EA	\$54.29/CS
18	7591803	ICE CREAM BAR, COOKIES and CREAM KING SIZE	BLUE BUNNY		2/12/4 OZ	\$27.26/CS \$17.72/EA
19	1945070	ICE CREAM BAR, REESE'S PEANUT BUTTER CUP	GOOD HUMOR		24/3.3 OZ	\$23.38/CS
20	4218863	ICE CREAM BAR, VANILLA W/ CHOCOLATE COATING BIG ALASKA	BLUE BUNNY		24/5 OZ	\$25.98/CS \$1.41/EA
21	7175128	ICE CREAM CONE, VANILLA TFF	BLUE BUNNY CHAMP		2/12/4.6 OZ	\$28.54/CS
22	1325695	ICE CREAM SANDWICH, NEAPOLITAN PILLOW PACK FROZEN	BLUE BUNNY		24/6 OZ	\$22.59/CS
23	8404832	ICE CREAM SANDWICH, VANILLA	BLUE BUNNY		24/6 OZ	\$22.59/CS
24	1258631	ICE CREAM SANDWICH, VANILLA CHIPS GALORE IW	BLUE BUNNY		24/4.5 OZ	\$29.17/CS
38	1008417	POPSICLE, STRAWBERRY WATERMELON GRAPE BOMB POP NERDS IW FROZEN	BOMB POP		24/3.75 OZ	\$22.59/CS
70	2157386	POPSICLE, TWIN ASSORTED ORANGE CHERRY GRAPE IW	BLUE RIBBON CLASSICS		2/24/3 OZ	\$20.30/CS \$13.20/EA

**DISPOSABLES (7 products)**

Line #	Product #	Product Description	Brand	On Hand / Order	Pack Size	Case / Each Price
62	4954277	CUP, PLA PLASTIC 20 OZ COLD CLEAR	MONOGRAM		20/50 EA	\$180.34/CS \$11.72/EA
63	2961092	CUP, SOUFFLE POLYSTYRENE 2 OZ BLACK PORTION PLASTIC	MONOGRAM		12/200 EA	\$41.69/CS \$4.52/EA
67	4836169	FILM, 18X2000' PLASTIC ROLL CUTTER BOX FOOD WRAP	MONOGRAM		1 RL	\$23.16/CS
64	3745128	FORK, WHITE CPLA PLASTIC BULK COMPOSTABLE	MONOGRAM		1000 EA	\$65.98/CS
66	7821499	GLOVE, NITRILE XL POWDER-FREE BLUE AMBIDEXTROUS	MONOGRAM		4/250 EA	\$62.18/CS \$20.21/EA
65	6805857	TRAY, PAPER BOARD FOOD 3 LB CLAY COATED WHITE and RED CHECKERED	MONOGRAM		2/250 EA	\$33.18/CS
68	6825970	WRAP, FOIL 14X16 FLAT PACK INSULATED HONEYCOMB SHEET ALUMINUM	MONOGRAM		2/500 EA	\$64.21/CS \$41.74/EA

**FRUITS & VEGETABLES, CANNED & DRIED (1 products)**

Line #	Product #	Product Description	Brand	On Hand / Order	Pack Size	Case / Each Price
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Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
51	2869626	CRANBERRY, DRIED INFUSED SWEETENED BAG	MONARCH								10 LB	\$39.66/CS

**GROCERY, DRY (23 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
42	8888695	ALMOND, SLICED RAW UNSALTED SHELL OFF BAG NUT	MONARCH								3/2 LB	\$62.75/CS \$27.19/EA
48	9333394	BASE, BEEF PASTE NO MSG SHELF STABLE JAR SOUP	MOLLY'S KITCHEN								6/1 LB	\$62.70/CS \$13.59/EA
49	1333426	BASE, CHICKEN PASTE NO MSG SHELF STABLE JAR SOUP	MOLLY'S KITCHEN								6/1 LB	\$62.53/CS \$13.55/EA
28	6635783	CHIP, POTATO JALAPENO BAG	KETTLE FOODS								24/2 OZ	\$27.96/CS
29	5879903	CHIP, POTATO KETTLE BBQ BAG SS BACKYARD	KETTLE FOODS								24/2 OZ	\$27.96/CS
30	9315821	CHIP, POTATO KETTLE SEA SALT SS BAG	KETTLE FOODS								24/2 OZ	\$27.96/CS \$1.51/EA
31	2315893	CHIP, POTATO SEA SALT and MALT VINEGAR	KETTLE FOODS								24/2 OZ	\$27.96/CS \$1.51/EA
40	5328083	DRESSING, 1000 ISLAND TFF PLASTIC JAR SHELF STABLE MAYONNAISE BASE	MONARCH								4/1 GA	\$51.78/CS \$16.83/EA
56	5232764	DRESSING, BLUE CHEESE CHUNKY SS POUCH SHELF STABLE	KEN'S								60/1.5 OZ	\$23.21/CS
69	1155076	DRESSING, ITALIAN FAT-FREE SS POUCH SHELF STABLE	KEN'S								60/1.5 OZ	\$18.65/CS \$0.40/EA
57	4221701	DRESSING, RANCH BUTTERMILK SS POUCH SHELF STABLE	KEN'S								60/1.5 OZ	\$20.29/CS \$0.44/EA
39	4568630	DRESSING, RANCH DISPENSER SHELF STABLE	HEINZ								2/1.5 GA	\$80.31/CS
58	6440614	DRESSING, VINAIGRETTE BALSAMIC OLIVE OIL LIGHT SS POUCH SHELF STABLE	KEN'S								60/1.5 OZ	\$22.70/CS \$0.49/EA
32	4198719	KETCHUP, TOMATO FANCY 33% DISPENSER POUCH SHELF STABLE	HEINZ								2/1.5 GA	\$56.89/CS \$36.98/EA
41	9263021	MAYONNAISE, DISPENSER POUCH SHELF STABLE	HEINZ								2/1.5 GA	\$88.27/CS
33	4218103	MUSTARD, YELLOW DISPENSER POUCH SHELF STABLE	HEINZ								2/1.5 GA	\$43.14/CS \$28.04/EA
37	4327581	PEANUT BUTTER, CREAMY TUB SHELF STABLE	MONARCH								6/5 LB	\$81.20/CS \$17.59/EA
36	6729818	RELISH, PICKLE SWEET DISPENSER POUCH SHELF STABLE	HEINZ								2/1.5 GA	\$45.18/CS
47	1318781	SAUCE, BBQ DISPENSER POUCH SHELF STABLE	HEINZ								2/1.5 GA	\$66.04/CS \$42.93/EA

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
72	5214382	SAUCE, HOT SS POUCH	CHOLULA								200/7 GR	\$13.61/CS
71	3458237	SNACK BAR, ENERGY PEANUT BUTTER VEGAN GLUTEN-FREE IW PLUS	TAHOE TRAIL BAR								8/12/2.22 OZ	\$177.23/CS \$28.80/EA
50	760785	SPICE, PEPPER BLACK GROUND PLASTIC JUG 20M TABLE/RESTAURANT GRIND	MONARCH								5 LB	\$75.21/CS
43	8884934	SUNFLOWER SEED, SALTED OIL ROASTED KERNEL SHELL OFF TFF BAG NUT	MONARCH								3/2 LB	\$31.40/CS \$13.61/EA

**GROCERY, REF & FZN (8 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
74	8008278	BASE, CHICKEN FLAVOR NO MSG REF SOUP	MINOR'S								6/1 LB	\$55.45/CS \$12.01/EA
26	207498	BREAD, WHEAT BERRY 17 SLICED 11/16 LOAF FROZEN	HILLTOP HEARTH								8/36 OZ	\$44.75/CS
73	6752900	BUN, HAMBURGER POTATO 4 SLICED COOKED BAKED FROZEN BAG	HILLTOP HEARTH								4/12/2.7 OZ	No Price
27	1054265	BUN, HOT DOG WHITE 6 SLICED COOKED BAKED FROZEN BAG	HILLTOP HEARTH								8/12/1.7 OZ	\$30.01/CS
53	9833633	GUACAMOLE, CHUNKY BAG FROZEN WESTERN STYLE	SIMPLOT HARVEST FRESH AVOCADOS								6/3 LB	\$74.01/CS
54	6602288	GUACAMOLE, POUCH FROZEN WESTERN	DEL PASADO								4/3 LB	\$68.19/CS \$22.16/EA
34	7562903	PICKLE, DILL CRINKLE-CUT CHIP 1 1/4 TUB REF	CHIPICO PICKLES								2 GA	\$27.58/CS
35	1053769	PICKLE, DILL KOSHER CRINKLE-CUT CHIP 210 COUNT 5/16 REF PLASTIC JAR	METRO DELI								2/1 GA	\$27.67/CS

**OILS & SHORTENING (3 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
44	990416	OIL, CANOLA OLIVE EXTRA VIRGIN 75/25 BLEND SALAD and FRYING PLASTIC JUG	ROSELI								4/1 GA	\$121.86/CS \$39.60/EA
45	5771977	OIL, PAN COATING CANOLA OIL BASED AEROSOL SPRAY TFF	MONARCH								6/17 OZ	\$32.03/CS \$6.94/EA
46	1328699	SHORTENING, FRYING SOYBEAN LIQUID CLEAR PLASTIC JUG SHELF STABLE OIL	HARVEST VALUE								35 LB	\$35.98/CS

**PORK (1 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
10	8767295	BACON, PORK 144 COUNT LAID OUT HARDWOOD SMOKED CURED COOKED REF 13-17 STYLE	HORMEL BACON 1								2/144 EA	\$119.10/CS

**POULTRY (1 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
11	1069941	CHICKEN, BREAST 6 OZ BONELESS SKINLESS RAISED-W/O-ANTIBIOTICS NATURAL COOKE	CHEF'S LINE								6/4/6 OZA	\$6.75/LB

**PRODUCE, FRESH (9 products)**

Line #	Product #	Product Description	Brand	On Hand / Order							Pack Size	Case / Each Price
1	6331912	APPLE, FUJI 125 COUNT WASHINGTON FANCY FRESH REF	CROSS VALLEY FARMS								125 EA	\$43.04/CS
2	5757646	APPLE, GALA 88 COUNT WASHINGTON EXTRA-FANCY FRESH REF	CROSS VALLEY FARMS								88 EA	\$54.00/CS \$8.78/EA
5	4342010	CARROT, MATCHSTICK SHRED FRESH REF	CROSS VALLEY FARMS								4/5 LB	\$24.30/CS \$7.90/EA
6	7779077	LETTUCE, ICEBERG GREEN LEAF BURGER SANDWICH TOPPER FRESH REF BULK	CROSS VALLEY FARMS								10 LB	\$27.84/CS
7	9425737	ONION, RED SLICED 3/16 TRAY PACK FRESH REF	CROSS VALLEY FARMS								2/5 LB	\$50.84/CS \$33.05/EA
9	3956539	SALAD MIX, MEDLEY CUT CLEANED HARVEST BLEND BAG FRESH REF LETTUCE	CROSS VALLEY FARMS								4/3 LB	\$29.13/CS \$9.47/EA
8	1621010	SALAD MIX, MEDLEY CUT CLEANED HARVEST BLEND BAG FRESH REF LETTUCE	CROSS VALLEY FARMS								3 LB	\$15.81/CS
3	1205582	STRAWBERRY, CLAMSHELL FRESH REF	PACKER								8/1 LB	\$36.38/CS \$5.91/EA
4	4332938	TOMATO, ROUND 4X5 #1 GRADE FRESH REF 2 LAYER BOX	CROSS VALLEY FARMS								20 LB	\$31.23/CS

Incline Village General Improvement District

Purchase Order Agreement

<b>G.L. # 32, 33, 34, 39</b>	<b>Purchase Order No.</b>
<p style="text-align: center;"><b>CONTRACTOR</b></p> <p>Sierra Meat and Seafood 1330 Capital Blvd Reno, NV 89502 ATTN: Michael Vingiello Phone: 775-322-4073 Email: Sales@sierrameat.com</p>	<p style="text-align: center;"><b>INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT</b></p> <p>Food &amp; Beverage Department 893 Southwood Blvd. Incline Village, NV 89451 Attn: Evan Carsman Phone: 775-832-1329 email: eec@ivgid.org</p>

This Purchase Order is subject to the attached terms and conditions.

**Services:** The Contractor, through this agreement provides delivery of foodservice products that includes but is not limited to dry grocery, seafood, beef, pork, and poultry including frozen and refrigerated grocery.

**Price:** Total price under this Purchase Order shall not exceed \$200,000, to be billed based on the goods requested by IVGID and actually delivered by Contractor, in accordance with the unit prices on the attached price list.





## PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

1. Acceptance; Entire Agreement. This purchase order for services issued by the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ("DISTRICT") to the Contractor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in the Contractor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Contractor's performance of any portion of this order shall be considered acceptance by the Contractor of the terms herein.

2. Compensation. Contractor shall be paid on a time and materials or firm fixed fee basis, as may be agreed upon by the parties as described in this Purchase Order, or in documents attached hereto and hereby made a part hereof, within 30 days of receipt of invoice. If the work is performed on a time and materials basis, the invoice shall include a detailed description of the work performed, labor hours and materials.

3. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government. DISTRICT shall assist Contractor, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her work.

4. Standard of Care. The Contractor shall perform the work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. Contractor shall also comply with State and Federal environmental and safety regulations as they apply to the scope of work.

5. Insurance. Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, naming DISTRICT as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage; C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Contractors providing professional services shall provide Professional

Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed or authorized to do business in Nevada.

6. Indemnification. The Contractor shall indemnify and hold harmless DISTRICT, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Contractor or a subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the active or sole negligence or willful misconduct of DISTRICT. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to DISTRICT and DISTRICT's attorneys' fees incurred in such an action. If Contractor's obligation to defend, indemnify and/or hold harmless arises out of Contractor's performance of "design professional" services subject to NRS 338.155, then, and only to the extent required by NRS 338.155, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or its employees and agents. Moreover, while Contractor shall not be required to initially defend the District, Contractor, if adjudicated to be liable by a trier of fact, the Contractor shall be reimburse the District or the attorney's fees and costs incurred by the District defending the action in an amount which is proportionate to the liability of the Contractor. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses arising from the work performed by the Contractor for the District.

7. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of DISTRICT, which may

be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of DISTRICT. No employee or agent of Contractor shall become an employee of DISTRICT. This is an integrated Contract representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto. This Purchase Order is not intended to and will not preclude Contractor's employees from exercising available rights under the DISTRICT's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the DISTRICT in accordance with the Whistleblower Policy.

8. Notice of Labor Dispute. Whenever Contractor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, Contractor shall immediately notify and submit all relevant information to DISTRICT.

9. Changes. By written notice, DISTRICT may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to DISTRICT by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or DISTRICT shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the purchase order as changed.

10. Obligations. Contractor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all facilities necessary to execute, complete, and deliver the work within the specified time.

11. Damage to District Facilities. Damage to DISTRICT or public facilities or private property caused by the Contractor or by its subcontractors during performance of services shall be repaired and/or replaced in kind at no cost to the DISTRICT.

12. Site Safety and Cleanup. The project site shall be kept clean and free of hazards at all times during performance of services. After and installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

13. Installation. If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the DISTRICT.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE**

**OWNER:  
INCLINE VILLAGE G. I. D.**

**CONTRACTOR:**

**Agreed to:**

**Agreed to:**

---

Karen Crocker  
Interim General Manager

---

*Signature of Authorized Agent*

---

*Date*

---

*Print or Type Name and Title*

---

*Date*

**Reviewed as to Form:**

---

Sergio Rudin  
District General Counsel

---

*Date*

**Sierra Meat & Seafood**  
**Customer Price List**

**Effective Date: 9/20/2024**

**Sierra Meat & Seafood**

1330 Capital Blvd.  
Reno, NV 89502  
TEL: (775) 322-4073  
FAX: (775) 322-2784

**1140**

**DIAMOND PEAK SKI RESORT**

IVGID  
893 SOUTHWOOD BLVD  
INCLINE VILLAGE, NV 89451

<u>Product Code</u>	<u>Description</u>	<u>Current Price</u>	<u>U/M</u>
609011-201	ALL BEEF 7IN 5-1 FRANK - HOT DOG 1-10 LB - S/O	5.25	LB
609013-201	ALL BEEF FRANK 5/1 HOT DOG*P12 EXEMPT 4/5LB HOFFY 869316	5.25	LB
307395-201	BEEF ANGUS GRD CHUCK SLIDER 80/20 FZ 84-2oz	7.18	LB
400425-201	BACON SLICED 14/16 SMS 1/15LB NOT PROP 12 COMPLIANT	4.92	LB
233170-201	BEEF BACK RIB MEATY FZ 4-3 PER PACK	6.29	LB
609220-201	BRATWURST SMOKED H/C CKD 4-1 SF 1-10LB*P12 EXEMPT	6.26	LB
142703-201	CAB BEEF SHORTRIB 2BN X 3IN FROZEN 10-14-16OZ	15.30	LB
152505-201	CAB BEEF SHORT RIB 3X3 MEATY 6-24-28oz	17.32	LB
140300-201	BEEF CAB BRISKET DO 120 FR 5-13LB IBP D7106AH N7128	4.78	LB
141950-201	BEEF CAB FLANK STEAK 6-10LB IBP D5156AH	9.85	LB
141960-201	BEEF CAB FLANK STK 193 FZ 7-10LB	10.89	LB
151452-201	BEEF CAB FLAT IRON STK 26-6OZ	14.46	LB
151453-201	BEEF CAB FLAT IRON STK 20-8OZ	14.46	LB
151454-201	BEEF CAB FLAT IRON STK 16-10OZ	14.46	LB
151457-201	BEEF CAB FLAT IRON STK 23-7OZ	14.46	LB
305890-201	BEEF CAB GRD CHUCK 2/1 OLD FASHION 24-8oz	6.03	LB
305892-201	BEEF CAB GRD CHUCK 3/1 OLD FASHION 36-5.33oz	6.33	LB

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305895-201	BEEF CAB GRD CHUCK 4/1 OF FRESH 48-4oz	6.06	LB
305897-201	BEEF CAB GRD CHUCK SLIDER FZ 84-2oz	6.61	LB
300250-201	BEEF CAB GROUND CHUCK 80/20 FINE 6-10LB	4.96	LB
141050-201	BEEF CAB HANGING TNDER PLD SPLIT 20-8OZ	18.15	LB
150008-201	BEEF CAB HNGNG TNDER PLD SPLIT 5-2LB	12.87	LB
140730-201	BEEF CAB LOIN FLAP MEAT 4/BAG 4 BAGS/CS D4536AH	12.19	LB
141875-201	BEEF CAB OUTSIDE SKIRT PLD 8-6LB AVG 4/BAG IBP D3836AHV	16.76	LB
151304-201	BEEF CAB RE STK 2IN LIP 1112A 16-10OZ	20.67	LB
151305-201	BEEF CAB RE STK 2IN LIP 1112A 12-12OZ	20.67	LB
142300-201	BEEF CAB RIBEYE 112A 17 DN 5-17LB IBP D2136AC	13.28	LB
142200-201	BEEF CAB RIBEYE LO 17 UP 112A 5-17LB IBP D2146AC N2738	13.22	LB
150304-201	BEEF CAB STRIP STK CC 1IN TL 16-10OZ	20.93	LB
141600-201	BEEF CAB STRIPLOIN 0X1 180 6-12LB IBP D4276AH N4458	10.39	LB
141100-201	BEEF CAB TENDERLOIN 5UP 189A 12-6.6 IBP D4086AH N4798	14.69	LB
150133-201	BEEF CAB TNDLN STK CC 1190B 26-6OZ	46.51	LB
150135-201	BEEF CAB TNDLN STK CC 1190B 20-8OZ	46.51	LB
150137-201	BEEF CAB TNDLN STK CC 1190B 16-10OZ	46.51	LB

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<u>Product Code</u>	<u>Description</u>	<u>Current Price</u>	<u>U/M</u>
143500-201	BEEF CAB TRI TIP NUDE 185D 4-18LB C88620 N4198	8.01	LB
143505-201	BEEF CAB TRI TIP NUDE 185D FZ* 4-18LB	5.67	LB
143100-201	BEEF CAB TOP SIRLOIN 13UP XT 6-13LB D4566AH	8.13	LB
151704-201	BEEF CAB TSIRL CC STK 1184B 20-8OZ	14.96	LB
151705-201	BEEF CAB TSIRL CC STK 1184B 16-10OZ	14.90	LB
151707-201	BEEF CAB TSIRL CC STK 1184B 12-12OZ	13.40	LB
151712-201	BEEF CAB TSIRL CC STK 1184B 17-9OZ	12.87	LB
465220-201	CHICKEN BREAST AIRLINE 7-8OZ FZ 24/7-8OZ	5.34	LB
465574-201	CHICKEN BREAST AIRLINE 10OZ FZ CAMPFIRE 24/10OZ	8.39	LB
465654-201	CHICKEN BREAST AIRLINE 5-6OZ S/ON FZ 24/5-6OZ	6.26	LB
466225-201	CHICKEN BREAST 6OZ SINGLE B/S FZ CAMPFIRE 24/6OZ	5.84	LB
466300-201	CHICKEN BREAST 8OZ SINGLE B/S FZ EXCEL 24/8OZ	5.31	LB
451025-201	CHICKEN WHOLE MARYS FREE RANGE 4-5LB FR 8/CS	3.71	LB
453250-201	CHICKEN LEG QUARTER FZ COMPASS 4/10LB	3.61	LB
452038-201	CHICKEN THIGH B/IN S/ON FZ* COMPASS 4/10LB	2.84	LB
454100-201	CHICKEN THIGH MEAT B/S FR 4/10LB	2.55	LB
454200-201	CHICKEN THIGH MEAT B/S FZ 4/10LB	3.03	LB



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<u>Product Code</u>	<u>Description</u>	<u>Current Price</u>	<u>U/M</u>
455700-201	CHICKEN WING JUMBO IQF 6/5LB	4.03	LB
450860-201	CHICKEN WOG 2.75LB AVG FZ*PUSH 16 HEAD/CS (2.50-2.75)	3.17	LB
450867-201	CHICKEN WOG 2.75LB AVG FR 16 HEAD/CS (2.50-2.75)	2.34	LB
454050-201	CHICKEN TENDER GOLD N SPICED CKD FZ BRAKEBUSH 2/5LB	54.49	CS
480200-201	CHICKEN TENDERS CKD SWEET GEORGIA 2/5LB	53.98	CS
783400-201	SEA BASS CHILEAN FILLET S/OFF 1/1LB CHILE WILD	27.18	LB
609132-201	CHORIZO BASQUE BULK SF 2-5LB*P12 EXEMPT	4.23	LB
630650-201	CORNED BEEF BRISKET DECKLE OFF 4/13LB	7.14	LB
842280-201	CRAB MEAT LUMP 1LB RED 12/1LB CANS VIETNAM	16.69	LB
842360-201	CRAB MEAT LUMP JUMBO RED 12/1LB CANS VIETNAM	27.46	LB
180538-201	WAGYU BEEF BRISKET 120 CHILL 5-12LB	6.57	LB
609251-201	FRANKS ALL MEAT 6IN 6/1 P&B PUSH 1/10LB P12 EXEMPT	2.52	LB
410010-201	GROUND LAMB 2-5LB	10.39	LB
782200-201	HALIBUT FILLET S/OFF FRESH 4-5# 1-1LB MSC-C-54868	18.65	LB
782242-201	HALIBUT REFRESHED FILLET S/OFF 15 LB AVG	17.12	LB
615515-201	HAM PROSCIUTTO SAN DANIELE 1-15LB	14.28	LB

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<u>Product Code</u>	<u>Description</u>	<u>Current Price</u>	<u>U/M</u>
609250-201	KASEKRAINER STYLE SAUSAGE SMKD CKD 4oz 2X5 LB FFP 13320*P12 EXEMPT	5.79	LB
414036-201	LAMB LEG BRT SHANK OFF DOM 3-8LB	12.84	LB
403275-201	LAMB RACK NZ FRCH 12/14 PREM 14/12-14ozea, 2 per pk	20.52	LB
415661-201	LAMB SHOULDER BRT DOM FRZ 4-10LB	12.19	LB
843755-201	LOBSTER LIVE MAINE 1.25LB* 1/1.25LB	18.31	LB
843760-201	LOBSTER LIVE MAINE 1.50LB* 1/1.5LB	18.79	LB
843351-201	LOBSTER MEAT KNUCKLE & CLAW CO 6/2LB CANADA	39.40	LB
843850-201	LOBSTER TAIL 5-6OZ CANADIAN 1/10LB CANADA	36.56	LB
800076-201	MAHI MAHI FILLET SKIN OFF 1-1LB	20.60	LB
844405-201	MAHI MAHI FILLET 6OZ IQF 1/10LB VIETNAM	8.75	LB
844551-201	MUSSELS EASTERN FRESH PEI 2-5LB	4.23	LB
846201-201	SALT SPRING MUSSELS FRESH 4-5LB	5.71	LB
242825-201	MWP BEEF CARNE ASADA TOP SIRLO 1-20LB	13.01	LB
240750-201	BEEF MWP TNDLN TIPS AND TAILS 12LB AVG	8.02	LB
844556-201	ORANGE TOBIKO FZ 12/1.1LB USA	18.52	LB
650650-201	PANCETTA 5/4.5LB CA PROP 12 COMPLIANT	12.98	LB
365800-201	PORK BUTT BNLS 406A FR 24166 2/BAG 4 PK NOT PROP 12 COMPLIANT	2.10	LB

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<u>Product Code</u>	<u>Description</u>	<u>Current Price</u>	<u>U/M</u>
375159-201	PORK LOIN CHOP 2 BN FRCH 1410 13-12OZ	9.11	LB
365326-201	PORK SPARERIBS STLOUIS 3 DN FZ 45LB CS NOT PROP 12 COMPLIANT	4.06	LB
366005-201	VR360 PORK BUTT BONELESS 406A FR 8/8LB 85505 PORK CA PROP 12 COMPLIANT	3.43	LB
366509-201	VR360 PORK SPARERIBS STLOUIS 3 DN FZ 21/3LB 85509 PORK CA PROP 12 COMPLIANT	5.13	LB
366002-201	VR360 PORK TENDERLOIN 415 FR 85002 12-1PC/CS CS PORK CA PROP 12 COMPLIANT	4.99	LB
844573-201	UZURA (QUAIL EGGS) * 1pk-10 per bx SO	3.49	PK
844546-201	RED TOBIKO 1-1.1LB	18.52	LB
620300-201	SALAMI COPPA HOT 14/3LB PROP 12 EXEMPT	12.95	LB
620050-201	SALAMI GENOA 3/3LB P12 EXEMPT	9.07	LB
781425-201	SALMON FILLET S/OFF PBO FRESH BULK 10-2-3LB AVG	7.98	LB
781400-201	SALMON FILLET S/ON PBO FRESH 12/2-3LB	7.53	LB
781500-201	SALMON FILLET S/OFF PBO FRESH 10/2-3LB	9.11	LB
845540-201	SALMON PORTION 6OZ IQF ATLANTIC IVP 26/6OZ 1/10LB CHILE FARMED	11.84	LB
845761-201	SALMON SMOKED SLICED LOX 1/3LB AVG LIGHTHOUSE BAY USA	16.88	LB
609172-201	SAUSAGE ITALIAN MILD 4/1 RAW SF 1-10LB *P12 EXEMPT	4.06	LB
600081-201	CHICKEN KIELBASA SAUSAGE MILD 4/1 1/10LB	6.40	LB

## Sierra Meat & Seafood Customer Price List

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### Sierra Meat & Seafood

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### **DIAMOND PEAK SKI RESORT**

IVGID  
893 SOUTHWOOD BLVD  
INCLINE VILLAGE, NV 89451

<u>Product Code</u>	<u>Description</u>	<u>Current Price</u>	<u>U/M</u>
846750-201	SCALLOP SEA 10/20 DRY IQF USA 6/5LB	23.19	LB
846515-201	SCALLOP U10 DRY 1-8LB	43.66	LB
846566-201	TICHON U/10 DRY FRESH HOKKAIDO REBOX 1-8LB	30.15	LB
846568-201	SIERRA MEAT U/10 DRY SEA SCALLOPS 1-8LB MSC-C-54868	35.09	LB
600103-201	SAUSAGE SEATTLE BRATWURST SMK 4OZ 2-5 LBS S/O 13065*P12 EXEMPT	6.15	LB
000041-201	SEAWEED SALAD 4-4.4LB TUB CHINA	3.68	LB
609210-201	SF ANDOUILLE HC CKD 4/1*P12 EXEMPT 1-10LB	4.99	LB
609207-201	BRATWURST SAUSAGE 4/1 HC RAW SF S/O 1-10 lb*P12 EXEMPT	4.89	LB
609125-201	SF SAUSAGE ITALIAN MILD BULK 2-5LB*P12 EXEMPT	3.74	LB
630085-201	SHENSON CORNED BEEF BRISKET FR 2/13.5LB 20% RW	5.59	LB
847210-201	SHRIMP 16/20 WHITE P&D T/ON 5/2LB INDIA	6.60	LB
848527-201	SHRIMP 16/20 P&D T/ON MEXICAN WILD 10/2LB MEXICO WILD	11.63	LB
848640-201	SHRIMP 16/20 P&D T/ON COOKED 5/2LB INDIA FARMED	8.77	LB
847200-201	SHRIMP 21/25 P&D T/OFF 5/2LB INDIA	6.52	LB
847144-201	SHRIMP 16/20 WHITE EZ PEEL 10/2LB INDONESIA FARMED	6.66	LB
848700-201	TUNA SAKU BLOCK AAA 2/11LB INDONESIA	12.57	LB
850610-201	TUNA SAKU BLOCK CRANE BAY 2/11LB INDONESIA	13.97	LB

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850612-201	TUNA SAKU CRANE BAY 1/22LB	15.73	LB
500271-201	TURKEY BREAST OIL BROWNED CKD FR 2/9LB AVG MICHIGAN	5.49	LB
800008-201	VEAL DEMI GLACE DE VEAU 1-16LB	8.45	LB
350100-201	VEAL GROUND 2-5LB	6.08	LB
844557-201	WASABI TOBIKO 12-1.1LB EA	18.55	LB

Incline Village General Improvement District

Purchase Order Agreement

G.L. # 32, 33, 34, 39	Purchase Order No.
<p style="text-align: center;"><b>CONTRACTOR</b></p> Southern Glazer Wine and Spirits 1170 S Rock Blvd Reno, NV 89502 ATTN: Shaya Lundberg Phone: 775-546-3373 Email: Shaya.lundberg@sgws.com	<p style="text-align: center;"><b>INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT</b></p> Food & Beverage Department 893 Southwood Blvd. Incline Village, NV 89451 Attn: Evan Carsman Phone: 775-832-1329 email: eec@ivgid.org

This Purchase Order is subject to the attached terms and conditions.

**Services:** The Contractor, through this agreement provides delivery of Wine and Spirits products.

**Price:** Total price under this Purchase Order shall not exceed \$158,500, to be billed based on the goods requested by IVGID and actually delivered by Contractor, in accordance with the unit prices on the attached price list.

## PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

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5. Insurance. Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, naming DISTRICT as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage; C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Contractors providing professional services shall provide Professional

Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed or authorized to do business in Nevada.

6. Indemnification. The Contractor shall indemnify and hold harmless DISTRICT, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Contractor or a subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the active or sole negligence or willful misconduct of DISTRICT. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to DISTRICT and DISTRICT's attorneys' fees incurred in such an action. If Contractor's obligation to defend, indemnify and/or hold harmless arises out of Contractor's performance of "design professional" services subject to NRS 338.155, then, and only to the extent required by NRS 338.155, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or its employees and agents. Moreover, while Contractor shall not be required to initially defend the District, Contractor, if adjudicated to be liable by a trier of fact, the Contractor shall be reimburse the District or the attorney's fees and costs incurred by the District defending the action in an amount which is proportionate to the liability of the Contractor. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses arising from the work performed by the Contractor for the District.

7. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of DISTRICT, which may

be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of DISTRICT. No employee or agent of Contractor shall become an employee of DISTRICT. This is an integrated Contract representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto. This Purchase Order is not intended to and will not preclude Contractor's employees from exercising available rights under the DISTRICT's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the DISTRICT in accordance with the Whistleblower Policy.

8. Notice of Labor Dispute. Whenever Contractor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, Contractor shall immediately notify and submit all relevant information to DISTRICT.

9. Changes. By written notice, DISTRICT may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to DISTRICT by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or DISTRICT shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the purchase order as changed.

10. Obligations. Contractor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all facilities necessary to execute, complete, and deliver the work within the specified time.

11. Damage to District Facilities. Damage to DISTRICT or public facilities or private property caused by the Contractor or by its subcontractors during performance of services shall be repaired and/or replaced in kind at no cost to the DISTRICT.

12. Site Safety and Cleanup. The project site shall be kept clean and free of hazards at all times during performance of services. After and installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

13. Installation. If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the DISTRICT.



**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE**

**OWNER:  
INCLINE VILLAGE G. I. D.**

**CONTRACTOR:**

**Agreed to:**

**Agreed to:**

\_\_\_\_\_  
Karen Crocker  
Interim General Manager

\_\_\_\_\_  
*Signature of Authorized Agent*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print or Type Name and Title*

\_\_\_\_\_  
*Date*

**Reviewed as to Form:**

\_\_\_\_\_  
Sergio Rudin  
District General Counsel

\_\_\_\_\_  
*Date*

# Ivgid Golf



To place an order, please visit our website at : [sgproof.com](http://sgproof.com)

Date Modified

09/30/2024

Account

**IVGID INCLINE GOLF COURSE**  
955 FAIRWAY BLVD  
INCLINE VLG, NV 89451

Contact

**SHAYA LUNDBERG**  
shaya.lundberg@sgws.com

Item ID	Item Name	Country/ Region	Units/ Case	Size	FTL Unit \$	Rec. Qty	Cost/ Case	Quoted Unit \$	Cost/ Oz	Suggested Menu \$
<b>Sparkling Wine/Sparkling White Wine</b>										
25287	Gloria Ferrer Sonoma Brut Sonoma County	California	12 cs	750ML	\$20.99	1 CS	\$251.88	\$20.99	\$0.83	\$20.00
552472	Onehope Brut Sparkling California	California	12 cs	750ML	\$10.95	1 CS	\$96.00	\$8.00	\$0.32	\$8.00
603438	Ruffino Prosecco Lumina	Veneto	12 cs	750ML	\$12.59	1 CS	\$108.00	\$9.00	\$0.35	\$9.00
<b>Red Wine/Red Wine-Merlot</b>										
614107	Rodney Strong Merlot Sonoma County 2022	California	12 cs	750ML	\$18.19	1 CS	\$155.92	\$12.99	\$0.51	\$12.00
<b>Red Wine/Red Wine-Pinot Noir</b>										
961880	Guenoc Pinot Noir California	California	12 cs	750ML	\$9.34	1 CS	\$96.00	\$8.00	\$0.32	\$8.00
<b>Red Wine/Red Wine-Sangiovese</b>										
90347	Ruffino Chianti	Tuscany	12 cs	750ML	\$11.89	1 CS	\$108.00	\$9.00	\$0.35	\$9.00
<b>Red Wine/Red Wine-Zinfandel</b>										
594876	Sobon Estate Zinfandel Rocky Top Vineyard Amador County 2021	California	12 cs	750ML	\$11.11	1 CS	\$133.35	\$11.11	\$0.44	\$11.00
<b>Red Wine/Red Wine-Blend</b>										
618205	Cline Cashmere Red Blend California 2022	California	12 cs	750ML	\$14.00	1 CS	\$168.00	\$14.00	\$0.55	\$13.00
<b>White Wine/White Wine-Chardonnay</b>										
479851	Ck Mondavi Chardonnay California	California	12 cs	750ML	\$6.29	1 CS	\$63.00	\$5.25	\$0.21	\$5.00
425137	Hayes Ranch Chardonnay Best Foot Forward California	California	12 cs	750ML	\$6.67	1 CS	\$69.17	\$5.76	\$0.23	\$5.00
615248	Rodney Strong Chardonnay Special Select California 2022	California	12 cs	750ML	\$13.40	1 CS	\$119.92	\$9.99	\$0.39	\$9.00
<b>White Wine/White Wine-Pinot Grigio/Pinot Gris</b>										
169260	Santa Cristina Pinot Grigio Delle Venezie	Veneto	12 cs	750ML	\$11.19	1 CS	\$132.00	\$11.00	\$0.43	\$10.00
<b>White Wine/White Wine-Sauvignon Blanc</b>										
624268	Ferrari Carano Fume Blanc Sonoma County 2023	California	12 cs	750ML	\$14.24	1 CS	\$120.00	\$10.00	\$0.39	\$9.00
620803	Justin Sauvignon Blanc Central Coast 2023	California	12 cs	750ML	\$14.67	1 CS	\$144.00	\$12.00	\$0.47	\$11.00
<b>Vodka   Vodka</b>										
17098	Grey Goose Vodka 80	France	6 cs	1L	\$40.88	1 CS	\$245.30	\$40.88	\$1.21	\$7.00
<b>Gin   London Dry Gin</b>										
376691	Gordon's London Dry Gin 80	United Kingdom	6 cs	1.75L	\$20.38	1 CS	\$122.30	\$20.38	\$0.34	\$2.00

\* Subject to applicable state alcohol beverage laws, all prices, discounts, and promotions are subject to change without notice, where permitted by State law. Prices are based on items selected and subject to availability. It does not represent the final invoice price which will include taxes and fees. Breakage Fee is not included in the unit list price. Images shown here are representative only and may not match selected size. To view our full Terms of Sale, visit

Item ID	Item Name	Country/Region	Units/Case	Size	FTL Unit \$	Rec. Qty	Cost/Case	Quoted Unit \$	Cost/Oz	Suggested Menu \$
278078	Tanqueray London Dry Gin 94.6	United Kingdom	12 cs	1L	\$30.09	1 CS	\$361.12	\$30.09	\$0.89	\$5.00
<b>Tequila &amp; Agave Spirits   Tequila</b>										
946337	Hornitos Tequila Reposado 80	Mexico	12 cs	750ML	\$22.37	1 CS	\$268.40	\$22.37	\$0.88	\$5.00
118695	Patron Tequila Silver 80	Mexico	12 cs	750ML	\$41.00	1 CS	\$492.00	\$41.00	\$1.62	\$10.00
328	Patron Tequila Silver 80	Mexico	12 cs	750ML	\$41.00	1 CS	\$492.00	\$41.00	\$1.62	\$10.00
986293	Sauza Hacienda Tequila Gold 80	Mexico	12 cs	750ML	\$15.10	1 CS	\$181.14	\$15.10	\$0.60	\$4.00
<b>Whiskey   Kentucky Straight Bourbon</b>										
352429	Bulleit Straight Bourbon Frontier Whiskey 6 Yr 90	United States	12 cs	1L	\$36.39	1 CS	\$412.24	\$34.35	\$1.02	\$6.00
<b>Whiskey   Whisky-Scotch, Single Malt</b>										
15502	The Glenlivet Single Malt Scotch 12 Yr 80 With Carton	United Kingdom	12 cs	750ML	\$40.18	1 CS	\$482.10	\$40.18	\$1.58	\$10.00
<b>Whiskey   Whisky-Canadian</b>										
193496	Fireball Cinnamon Whisky 66	Canada	12 cs	1L	\$23.00	1 CS	\$276.00	\$23.00	\$0.68	\$4.00
<b>Rum</b>										
434738	Myers's Light Rum Platinum White 80	Jamaica	12 cs	1L	\$17.75	1 CS	\$183.05	\$15.25	\$0.45	\$3.00
<b>Liqueur</b>										
557367	Aperol Aperitivo 22	Italy	6 cs	1L	\$32.90	1 CS	\$197.37	\$32.90	\$0.97	\$6.00
606739	Campari Aperitivo 48	Italy	6 cs	1L	\$36.06	1 CS	\$216.35	\$36.06	\$1.07	\$6.00
233901	Cointreau Orange Liqueur L'unique 80	France	6 cs	1L	\$45.02	1 CS	\$257.52	\$42.92	\$1.27	\$8.00
991348	Grand Marnier Cognac & Orange Liqueur Cordon Rouge 80	France	6 cs	1L	\$40.18	1 CS	\$241.10	\$40.18	\$1.19	\$7.00
604641	Leroux Triple Sec Premium 30	United States	12 cs	1L	\$5.59	1 CS	\$60.00	\$5.00	\$0.15	\$1.00
<b>Other - Cocktail Mixer-other</b>										
183981	Daily's Simple Syrup	United States	6 cs	1L	--	1 CS	\$31.00	--	--	--
<b>Other - Grenadine</b>										
91282	Daily's Grenadine	United States	6 cs	1L	--	1 CS	\$26.00	--	--	--
<b>Other - Sparkling Water</b>										
76634	San Pellegrino Sparkling Mineral Water	Italy	1 cs	1L	--	1 CS	\$25.60	--	--	--
<b>Other - Bitters-non Alcoholic</b>										
198448	Angostura Bitters Orange	Trinidad & Tobago	12 cs	4OZ	--	1 CS	\$117.00	--	--	--
<b>Other - Club Soda/soda Water</b>										
941500	Fever Tree Club Soda	United Kingdom	3 cs	150ML	--	1 CS	\$20.50	--	--	--
<b>Domestic   Null</b>										
288214	Pabst Blue Ribbon Beer 4/6 Pack	United States	1 cs	16OZ	\$20.00	1 CS	\$20.00	\$20.00	\$0.05	\$60.00
<b>Domestic   California</b>										
408371	Firestone Walker Golden Ale 805	United States	1 cs	16OZ	\$36.00	1 CS	\$36.00	\$36.00	\$0.09	\$108.00
446526	Sierra Nevada Pale Ale	United States	1 cs	16OZ	\$26.00	1 CS	\$26.00	\$26.00	\$0.09	\$78.00
750	Sierra Nevada Pale Ale	United States	1 cs	15.5GL	\$170.00	1 CS	\$170.00	\$170.00	\$0.09	\$4.00
<b>Import   Mexico</b>										
477963	Corona Extra Can 16 Fl Oz 6/4pk	Mexico	1 cs	16OZ	\$32.50	1 CS	\$32.50	\$32.50	\$0.08	\$98.00
963753	Corona Premier Can 16 Fl Oz 6/4pk	Mexico	6 cs	16OZ	\$5.42	1 CS	\$32.50	\$5.42	\$0.08	\$16.00
333124	Modelo Especial Can 16 Fl Oz 6/4pk	Mexico	6 cs	16OZ	\$5.42	1 CS	\$32.50	\$5.42	\$0.08	\$16.00
312507	Modelo Especial Keg 7.750 Gallon	Mexico	1 cs	7.75GL	\$85.00	1 CS	\$85.00	\$85.00	\$0.09	\$4.00

\* Subject to applicable state alcohol beverage laws, all prices, discounts, and promotions are subject to change without notice.

**NRS 332.115 Contracts not adapted to award by competitive solicitation; purchase of certain equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.**

1. Contracts which by their nature are not adapted to award by a competitive solicitation, including contracts for:
  - (a) Items which may only be contracted from a sole source;
  - (b) Professional services;
  - (c) Additions to and repairs and maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person;
  - (d) Equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment;
  - (e) Perishable goods;
  - (f) Insurance;
  - (g) Hardware and associated peripheral equipment and devices for computers;
  - (h) Software for computers;
  - (i) Maintenance and support for:
    - (1) Hardware and associated peripheral equipment and devices for computers; and
    - (2) Software for computers;
  - (j) Equipment containing hardware or software for computers;
  - (k) Books, instructional materials, library materials and subscriptions;
  - (l) Motor vehicle fuel purchased by a local law enforcement agency for use in an undercover investigation;
  - (m) Motor vehicle fuel for use in a vehicle operated by a local law enforcement agency or local fire department if such fuel is not available within the vehicle's assigned service area from a fueling station owned by the State of Nevada or a local government;
  - (n) Purchases made with money in a store fund for prisoners in a jail or local detention facility for the provision and maintenance of a canteen for the prisoners;
  - (o) Supplies, materials, equipment or services that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another federal governmental agency located within or outside this State;
  - (p) Items for resale through a retail outlet operated in this State by a local government or the State of Nevada;
  - (q) Commercial advertising within a recreational facility operated by a county fair and recreation board;
  - (r) Goods or services purchased from organizations or agencies whose primary purpose is the training and employment of persons with disabilities; and
  - (s) The design of, and equipment and services associated with, systems of communication,

↪ are not subject to the requirements of this chapter for a competitive solicitation, as determined by the governing body or its authorized representative.

2. The purchase of forensic equipment and supplies used in forensic analysis or other equipment for use by a local law enforcement agency in the course of an undercover investigation is not subject to the requirements of this chapter for a competitive solicitation, as determined by the governing body or its authorized representative, if:

- (a) The equipment is an electronic or mechanical device which by design is intended to monitor and document in a clandestine manner suspected criminal activity;
- (b) Purchasing the equipment pursuant to such requirements would limit or compromise the use of such equipment by an agency authorized to conduct such investigations; or
- (c) The equipment and supplies are:
  - (1) Used in analysis in such investigations; or
  - (2) Required to comply with specific forensic standards or quality standards.

3. The purchase of personal safety equipment for use by a response agency or any other local governmental agency is not subject to the requirements of this chapter for a competitive solicitation, as determined by the governing body or its authorized representative, if:

- (a) The personal safety equipment will be used by personnel of the response agency or other local governmental agency in preventing, responding to or providing services of recovery or relief in connection with emergencies, acts of terrorism or other natural or man-made disasters in which the health, safety or welfare of those personnel may be compromised, impaired or otherwise threatened; and
- (b) The cost of the personal safety equipment is comparable to the cost of similar personal safety equipment that is available for purchase by the public.

4. The purchase of goods commonly used by a hospital, including, without limitation, medical equipment, implantable devices and pharmaceuticals, by the governing body of a hospital or its authorized representative is not subject to the requirements of this chapter for a competitive solicitation. The governing body of the hospital or its authorized representative shall make available for public inspection each such contract and records related to those purchases.

5. This section does not prohibit a governing body or its authorized representative from advertising for or requesting responses.

6. As used in this section:

- (a) "Act of terrorism" has the meaning ascribed to it in [NRS 239C.030](#).
- (b) "Personal safety equipment" means safety equipment that personnel of a response agency or other local governmental agency:
  - (1) Use in the course of preventing, responding to or providing services of recovery or relief in connection with emergencies, acts of terrorism or other natural or man-made disasters; or
  - (2) Wear or otherwise carry on a regular basis.

↪ The term includes, without limitation, firearms, boots, bulletproof vests or other types of body armor, protective garments, protective eyewear, gloves, helmets, and any specialized apparatus, equipment or materials approved or recommended by the United States Department of Homeland Security.

(c) "Response agency" means an agency of a local government that provides services related to law enforcement, firefighting, emergency medical care or public safety.

(Added to NRS by [1975, 1538](#); A [1987, 296, 1484](#); [1991, 337, 349, 648, 1934, 1935](#); [1997, 132](#); [1999, 889, 1684](#); [2001, 1317](#); [2003, 620, 2262](#); [2005, 226, 2554](#); [2019, 773](#))



## **Purchasing Policy for Goods and Services Policy 21.1.0**

### **1.0 Policy**

This policy is cited as the “Incline Village General Improvement District Purchasing Policy” and is hereafter referred to as the “Purchasing Policy” or “policy.”

### **1.1 Purpose**

The purposes of the Purchasing Policy (policy) are to define the purchasing system that is used for the procurement of goods and services (general services and professional services, unless specified) as authorized by the Nevada Revised Statutes; to provide for the fair and equitable treatment of all parties involved in the purchasing process; to obtain the highest possible value in exchange for public funds; to exercise positive financial control over purchases; and to safeguard the quality and integrity of the purchasing system.

### **1.2 Enabling Statute(s)**

The Purchasing Policy is adopted pursuant to Chapter 332 of the Nevada Revised Statutes (NRS), cited as the Local Government Purchasing Act. Any purchase of goods and/or services as defined herein shall be made in compliance with the Local Government Purchasing Act or more restrictive requirements as may be adopted by the Incline Village General Improvement District Board of Trustees.

For goods and services purchases that utilize federal grant funding, the procurement standards required by Title 2, Subtitle A, Chapter II, Part 200, Subpart D, sections 200.318 to 327 (2 CFR 200.318 to 327) shall apply.

With the exception of Sections 1.3, 1.4, 1.5, and where specifically noted elsewhere, this policy shall not apply to the procurement of public works construction projects, which shall be governed by NRS Chapter 338.

### **1.3 Definitions**

For the purposes of this policy and implementing administrative procedures, the following definitions shall apply:

- A. Authorized representative. Unless otherwise designated, the authorized representative is the person/position designated by the Board of Trustees (governing body) to be responsible for purchasing functions described or referenced herein. The



## **Purchasing Policy for Goods and Services Policy 21.1.0**

- authorized representative of the District is the General Manager, who may delegate purchasing roles and responsibilities as allowed by and in accordance with this policy.
- B. Awarding body. The awarding body is the Board of Trustees or its authorized representative as defined and prescribed herein.
  - C. Competitive solicitation. A written statement that sets forth the requirements and specifications of a required purchase that can include an invitation to bid, request for proposals, and request for statement of qualifications, request for quotations, or other acceptable methods in compliance with NRS Chapter 332.
  - D. Contract. A mutual, written understanding between two or more competent parties, whereby one party agrees to perform as defined in the contract and the other party agrees to compensation for the performance rendered in accordance with the contract conditions. Contract and agreement may be used synonymously, and a purchase order can be a legally binding contract if issued with the terms and conditions of a purchase transaction.
  - E. Contract amendment. An agreed upon modification to an existing and properly awarded contract. Contract amendments shall be approved by the appropriate awarding body based on the aggregate total of the contract, i.e., the initial contract plus each amendment.
  - F. Contract change order. A modification to an existing contract to add or deduct work or materials that does not increase the approved contract amount.
  - G. Contract contingency. A percentage amount, typically ten percent, which is recommended for approval to the awarding body at the time of contract award that is reserved for unforeseen conditions encountered during project delivery. A contract contingency cannot be used to increase the scope of a project (see contract amendment).
  - H. General services. Work performed or services rendered by independent contractors such as custodial services; building, equipment or other maintenance not classified as a public work; and machinery and equipment rental. General services are typically associated with operational work and involve physical skills.
  - I. Goods. Equipment, materials and supplies to be furnished or used by any department of the District, including items to be purchased by the District and furnished to contractors for use in public works projects.
  - J. Governing body. The governing body shall be the Board of Trustees.
  - K. Implementing administrative procedures. Written instructions and procedures approved by the General Manager that implement the prescriptions and requirements of this policy.
  - L. Lowest responsive and responsible bidder. A responsible bidder/proposer who submits a bid/proposal that is responsive to the solicitation requirements.



## Purchasing Policy for Goods and Services Policy 21.1.0

- M. Professional services. Services performed by a person or firm engaged in a profession based on highly specialized and/or technical knowledge or skill such as accountants, attorneys, architects, engineers, and physicians. Professional services are most closely associated with consultants who produce reports, studies and plans/specifications.
- N. Sole Source. Sole source procurement means that only one source (vendor/supplier) exists to purchase the equipment, goods or supplies.
- O. State Contracts – Contracts entered into by the State of Nevada Purchasing Division which are located at <https://nevadaepro.com/bso/>. These contracts are eligible for use by the District pursuant to NRS §332 and §333.
- P. Surplus Personal Property. Equipment, materials and supplies that is no longer used or has become obsolete, to be sold, exchanged or donated in accordance with NRS Chapter 332.

### 1.4 Procurement Responsibilities

This section sets forth procurement responsibilities of Incline Village General Improvement District (IVGID or District) staff members.

#### 1.4.1 General Manager

The General Manager, as the Board of Trustee's authorized representative, or his/her designee, is responsible for the following procurement activities and functions:

- A. Adopting and keeping current administrative procedures that implement this purchasing policy and subsequent updates for consistency with NRS Chapter 332, or other changes in the law or revisions desired by the Board of Trustees.
- B. Overseeing and facilitating compliance with this policy, including:
  - 1) Exercising financial control over purchase transactions.
  - 2) Conducting competitive bidding and other forms of solicitation in the manner prescribed by [Article 2, Competitive Solicitation Requirements](#) of this policy.
  - 3) Awarding, recommending the award, and executing contracts in the manner prescribed by [Section 1.5, Contract Award Authority](#) of this policy.
  - 4) Staying informed of public procurement and market trends for effective procurement management.
  - 5) Prescribing and maintaining such forms as are necessary to conduct procurement processes compliant with this policy.
  - 6) Recommending updates to the purchasing policy for Board approval, as needed.





## **Purchasing Policy for Goods and Services Policy 21.1.0**

- 7) Maintaining purchasing records and tracking expenditures associated with goods and services purchases.
- 8) Approve the sale, donation, or trade-in of surplus personal property as prescribed in NRS Chapter 332.

### **1.4.2 Department Directors**

Each department director shall be responsible for ensuring that all departmental purchases are made in compliance with this policy and implementing administrative procedures, including:

- A. Preparing competitive solicitations appropriate to the procurement.
- B. Developing a good faith cost estimate of each procurement, planned or otherwise, to determine the appropriate solicitation procedure(s) whether competitively bid or sourced.
- C. Ensuring that the proper solicitation method is followed.
- D. Evaluating bids, proposals or price quotations received in accordance with the selection procedures appropriate to the method of solicitation.
- E. Ensuring that any contract or purchase order resulting from a solicitation process is approved and executed by the appropriate Awarding Body as defined herein.
- F. Ensuring that sufficient funds are appropriated to pay for a purchase.
- G. Ensuring that a contractor, consultant or vendor has met all District requirements pertinent to the purchase before goods are provided or services rendered. Such requirements may include, but are not limited to:
  - 1) Payment and/or performance bonds,
  - 2) Insurance certificates listing IVGID as an additional insured with incorporated endorsement pages, or
  - 3) Appropriate permits and/or licenses.
- H. Inspecting goods received to determine conformance with product specifications.
- I. Monitoring the performance of contractors, consultants and vendors to ensure compliance with contract requirements.
- J. Recommending and preparing contract amendments and change orders as necessary, and ensuring that such instruments are approved by the appropriate Awarding Body and that sufficient funds are appropriated to pay for the contract modification.
- K. Ensuring that due diligence is performed before determining that a purchase can proceed without a competitive solicitation process, provided that:
  - 1) The exception to a competitive solicitation is allowable under NRS Chapter 332 and is not otherwise excluded from exception by this policy.



## **Purchasing Policy for Goods and Services Policy 21.1.0**

- 2) The exception is properly documented and approved by the authorized representative.
- 3) A resultant contract or purchase order is appropriately funded and approved by the appropriate awarding body.
- L. Keeping sufficient records of all departmental procurement process documentation, contracts and expenditures thereof, and ensuring that documentation is properly stored and filed in accordance with required recordkeeping procedures.
- M. Recommend the disposal of surplus personal property in accordance with NRS Chapter 332.

### **1.5 Contract Award Authority**

The authority to approve and execute contracts that legally bind IVGID to the purchase of goods and/or services shall be vested in the Board of Trustees, or its authorized representative, as prescribed in this policy, subject to mandatory requirements of NRS Chapter 332 that may be adopted and which supersede IVGID policy prescription.

#### **1.5.1 Board of Trustees**

The Board of Trustees shall be the awarding body for any purchase of goods and/or services. For operational effectiveness and efficiency, business necessity or other purpose, the Board of Trustees, in its capacity as the governing body, may delegate the authority to award and execute contracts of any amount to the authorized representative. Such authority shall only be delegated as prescribed by this policy.

Until such time that economic conditions or other factors require a modification, the Board of Trustees shall approve any purchase for which the single transaction as defined herein exceeds \$100,000.

#### **1.5.2 Delegation of Contract Award Authority**

The following subsections establish the dollar threshold amounts and other requirements associated with the delegation of contract award authority.

##### **1.5.2.1 Delegation by the Board of Trustees to the General Manager**

To ensure efficient and effective business operation of the District, the General Manager, as the authorized representative of governing body, may award and



## **Purchasing Policy for Goods and Services Policy 21.1.0**

execute contracts for the purchase of goods and/or services for which a single transaction does not exceed \$100,000.

Nothing in this section shall preclude the General Manager from requesting Board approval for contracts below this amount if deemed to be in the best interest of the District.

### **1.5.2.2 Delegation by the General Manager to District Staff Members**

To ensure the efficient and effective business operation of the District, the General Manager may delegate contract award and/or execution authority granted by the Board of Trustees to the authorized representative. Such delegation shall be in writing and shall be reported to the Board of Trustees as an information item at the next regularly scheduled Board meeting.

### **1.5.2.3 Award Authority Determined by Single Transaction**

For the purpose of determining the appropriate award authority, contract amounts shall be defined by what constitutes a single, or one transaction, as follows:

- A. One-time Purchase. Each discrete, one-time purchase that will not be duplicated in a fiscal year or fiscal years is a single transaction.
- B. As-needed or On-call Contracts. The contract term of an as-needed or on-call contract that may be required for recurring goods or services throughout a fiscal year, coupled with the total estimated value to be spent during the contract term, shall be considered a single transaction.
- C. Contract Amendments. A single transaction associated with a contract amendment shall be the sum total of the original contract amount of the amendment.
- D. Multi-year Contracts. A single transaction associated with a contract awarded for more than one year shall be the estimated sum total of the contract term, subject to the annual budget appropriation required specified in subsection 1.5.2.4.

### **1.5.2.4 Annual Budget Appropriation Required**

For the purpose of complying with this policy, no contract for goods and/or services needed shall be awarded unless there exists an underlying budget appropriation in



## **Purchasing Policy for Goods and Services Policy 21.1.0**

the fiscal year in which the contract is awarded, or an exception under NRS 354.626 or other law applies.

Contracts awarded in a fiscal year that are anticipated to extend into a subsequent fiscal year or years may be awarded by the appropriate awarding authority but shall be subject to the appropriation requirement specified herein. The appropriation requirements specified herein shall be incorporated in District contract templates.

For construction projects adopted pursuant to IVGID's five-year capital improvement program (CIP), annual appropriations shall be presumed for the anticipated duration of a project.

### **2.0 Competitive Solicitation**

#### **2.1 Competitive Solicitation Requirements**

Any competitive solicitation required by this policy shall follow the requirements contained and referenced in this section.

##### **2.1.1 Required Contents**

Each competitive solicitation issued by IVGID shall include the following content:

- A. The minimum requirements that a successful responding offeror must meet for contract award.
- B. The method by which a contract will be awarded, i.e., to the lowest responsive and responsible bidder or based on factors in addition to price.
- C. Notice of the written certification required pursuant to subsection 4 of NRS 332.065 (Boycott of Israel), if applicable (see [Subsection 2.2.6.1, Additional Solicitation Requirements When Using an Invitation to Bid](#)).
- D. The period during which a notice of protest of a contract award may be submitted, if applicable (see [Subsection 2.2.6.1, Additional Solicitation Requirements When Using an Invitation to Bid](#)).

##### **2.1.2 Advertisement of Solicitation Opportunity**

When required by this policy, the advertisement of a solicitation opportunity shall be published as follows:



## **Purchasing Policy for Goods and Services Policy 21.1.0**

- A. In a newspaper of general circulation in Washoe County at least once and not less than 7 days before the due date and time of the solicitation response.
- B. Posted on a secure website every day for not less than 7 days before the due date and time of the solicitation response, as applicable and required.

The advertisement must state:

- A. The nature of the contract to be awarded.
- B. Where plans and specifications are available, if any.
- C. The date and time which responses must be received by and opened, as applicable.
- D. Whether the written certification required by subsection 4 of NRS 332.065 is applicable.
- E. Other information pertinent to a contract to be awarded.

### **2.2 Competitive Solicitation Methods**

Competitive solicitation authorization and methods required by this policy are established as follows.

#### **2.2.1 Authorization to Issue Competitive Solicitations**

The General Manager, as the District's authorized representative, shall be responsible for conducting competitive solicitations and ensuring compliance with the procurement methods required by this policy.

To ensure efficient and effective business operations, the General Manager may assign responsibilities associated with competitive solicitations to subordinate staff members. Depending on the complexity and/or the sensitivity of the procurement, the General Manager may request approval of the solicitation by the Board of Trustees prior to issuance, when in the best interests of the District.

#### **2.2.2 Competitive Solicitation Dollar Thresholds**

The Local Government Purchasing Act does not establish competitive solicitation thresholds below \$50,000. As a matter of prudence and best practice, this policy establishes such requirements in subsections 2.2.3 and 2.2.4 below.



## **Purchasing Policy for Goods and Services Policy 21.1.0**

### **2.2.3 Purchase of Goods and General Services Up To \$10,000**

A competitive solicitation process is not required for the purchase of goods and/or general services estimated to cost \$10,000 or less in a single transaction. However, nothing shall preclude District staff members from conducting price comparisons to ensure the best overall value is obtained.

### **2.2.4 Purchase of Goods and General Services Between \$10,000.01 and \$50,000.00 (Informal Solicitation Methods)**

The purchase of goods and/or general services estimated to cost between \$10,000.01 and \$50,000.00 in a single transaction may be procured by soliciting a minimum of two price quotations from sources capable of meeting the District's requirements under a resultant contract, unless a more formalized method such as the use of a standard bidding template is prescribed by the General Manager or designated authorized representative.

#### **2.2.4.1 Less Than Two Price Quotations Received in Response to Informal Solicitation**

If at least two price quotations are solicited, and only one is received, the authorized representative may recommend approval of the purchase to the awarding body provided that appropriate written documentation is presented with the purchase request that justifies the selection.

#### **2.2.4.2 No Preclusion for Advertisement of Solicitation Opportunity**

Nothing in this section shall preclude the authorized representative from advertising a competitive solicitation opportunity for a goods and/or general services purchase within the dollar thresholds specified in this section if in the best interest of the District to do so.

### **2.2.5 Purchase of Goods and/or General Services Between \$50,000.01 and \$100,000.00 (Formal Solicitation Methods)**

A competitive solicitation for goods and/or general services anticipated to cost between \$50,000.01 and \$100,000.00 shall be solicited as follows:

- A. Responses must be solicited from two or more prospective sources capable of providing the required goods and/or general services under a resultant contract.



## **Purchasing Policy for Goods and Services Policy 21.1.0**

- B. The solicitation may be advertised in the manner prescribed in [Section 2.1.2, Advertisement of Solicitation Opportunity](#).

### **2.2.6 Purchase of Goods and/or General Services Greater Than \$100,000 (Formal Solicitation Methods)**

A competitive solicitation for goods and/or general services anticipated to cost more than \$100,000 shall be solicited as follows:

- A. The solicitation must be advertised in the manner prescribed in [Section 2.1.2, Advertisement of Solicitation Opportunity](#).
- B. Responses may be solicited from two or more prospective sources capable of providing the required goods and/or general services under a resultant contract.

#### **2.2.6.1 Additional Solicitation Requirements When Using an Invitation to Bid**

If an invitation to bid is the solicitation method used to procure goods and/or general services anticipated to cost more than \$100,000, the following requirements shall apply.

- A. The contract must be awarded to the lowest responsive and responsible bidder. Such determination shall be made in accordance with the determining factors specific in NRS 332.065(2).
- B. An awarded contract must include a notice of written certification required pursuant to and in the manner prescribed by subsection 4 of NRS 332.065 (Boycott of Israel).
- C. The District shall give preference to the use of recycled products, as applicable and as specified in NRS 332.066.

#### **2.2.6.2 Use of Solicitation Methods Other Than an Invitation to Bid**

A competitive solicitation method other than an invitation may be used so long as the minimum requirements for a responding offeror are met ([Subsection 2.1.1, Required Contents](#)) are met.

#### **2.2.6.3 Protest of Contract Award**

A person or company who has submitted a response to a solicitation may submit a notice of protest regarding the award of contract in accordance with the requirements



## **Purchasing Policy for Goods and Services Policy 21.1.0**

prescribed in NRS 332.068 or a successor provision or provisions. The General Manager, as the District's authorized representative, shall develop procedures for evaluating and responding to the protest of a contract award.

### **2.2.6.4 Rejection of Response(s) Received**

A response to a competitive solicitation may be rejected if it is determined that any of the following circumstances apply:

- A. A submittal is non-responsive, or a responding offeror is non-responsible.
- B. The quality of goods or services offered does not conform to District requirements.
- C. The public interest would be served by such rejection.

The General Manager, as the District's authorized representative, shall be responsible for determining whether to reject a response or responses to a competitive solicitation in accordance with NRS 332.075 or successor provision(s). Depending on the nature of the rejection(s), the General Manager, in consultation with District counsel, may request Board authorization to reject a submittal or submittals.

### **2.2.7 Purchase of Professional Services**

Contracts for professional services where highly specialized knowledge or technical know-how is required are not always adapted to award by competitive solicitation. District staff shall evaluate each purchase of professional services to determine whether a competitive solicitation process would serve the best interests of IVGID or whether such a process would be impractical.

#### **2.2.7.1 Professional Services Procured Through a Competitive Solicitation Process**

Professional services procured through a competitive solicitation process may be conducted by request for proposals, request for statement of qualifications, or other method allowable by NRS Chapter 332, so long as responding offerors are evaluated on their qualifications, experience and demonstrated competence. Competitive solicitations for professional services shall be conducted in a manner prescribed by the General Manager in the implementing administrative procedures. Such procedures shall be guided by the competitive solicitation and contract award thresholds prescribed in this policy.





## **Purchasing Policy for Goods and Services Policy 21.1.0**

### **2.2.7.2 Professional Services Procures Without a Competitive Solicitation Process**

Professional services procured without a competitive solicitation process shall follow the requirements set forth in [Subsection 3.2.1, Documentation and Approval Requirements for Purchases Excepted from Competitive Solicitation](#).

### **2.2.8 No Responses Received to Competitive Solicitation**

If a competitive solicitation process is conducted and no responsible responses are received, the authorized representative may let a contract without a competitive solicitation provided that:

- A. A notice is published for not less than 7 days stating that no responses were received and that the contract may be awarded without further solicitation.
- B. The authorized representative considers any response received during the noticing period.
- C. The contract is awarded by the appropriate awarding authority.

## **3.0 Exceptions to Competitive Solicitation**

### **3.1 Exceptions to Competitive Solicitation Requirements**

As defined in NRS Chapter 332, certain contracts by their nature are not adapted to award by a competitive solicitation. Such contracts can only be exempted from a competitive solicitation in accordance with the requirements prescribed in this section.

Contracts that the District may exempt from a competitive solicitation include:

- A. Emergency contracts required to mitigate or prevent the imminent loss of life or property, or the imminent disruption of business operations.
- B. Sole source purchases, as defined.
- C. Contracts not adapted to award by competitive solicitation including:
  - 1) Professional services as prescribed herein.
  - 2) Repair and maintenance of equipment that may be more efficiently serviced by a certain person.
  - 3) Instances where compatibility with existing equipment is an overriding consideration.



## **Purchasing Policy for Goods and Services Policy 21.1.0**

- 4) Perishable goods.
  - 5) Standardized computer hardware and peripheral devices and software, and the maintenance and support thereof.
  - 6) Insurance.
  - 7) Computer hardware and associated peripheral equipment and devices; and software.
  - 8) Goods or services available pursuant to an agreement between a vendor and the General Services Administration (GSA) or other federal government agency.
  - 9) Items for resale through a retail outlet operated in state by a local government or the State of Nevada.
- D. Contracts awarded pursuant to solicitation by other government entities or cooperative purchasing organizations.
  - E. Personal safety equipment as determined by the authorized representative.
  - F. Contracts with carriers.
  - G. Purchase or acquisition at auction, closeout and bankruptcy sales.
  - H. Failure to receive responses to a competitive solicitation as prescribed in [Subsection 2.2.8, No Responses Received to Competitive Solicitation](#).
  - I. Other exceptions authorized by NRS Chapter 332 with approval of the awarding body.

### **3.2 Presumption of Competitive Solicitation**

In order to demonstrate the District's commitment to fair and open competition, it shall be presumed that competitive solicitations will be conducted whenever possible for goods or services that are otherwise exempt from bidding under NRS 332.

#### **3.2.1 Documentation and Approval Requirements for Purchases Excepted from Competitive Solicitation**

Pre-approval by the authorized representative is required before any goods or services can be procured without a competitive solicitation process. Such authorization shall be prescribed in the implementing administrative procedures.



## **Purchasing Policy for Goods and Services Policy 21.1.0**

### **4.0 Prohibitions and Associated Penalties**

#### **4.1 Overview**

To assure and maintain public confidence in the integrity of the IVGID purchasing system, the following prohibitions and associated penalties are adopted that apply to any District elected official or employee involved in procurement processes.

##### **4.1.1 Prohibition on Financial Interest in Contracts**

As included in Board of Trustees Policy 3.1.0, the District and its Board shall avoid all prohibited personal financial interests in contracts.

#### **4.2 Prohibition on Splitting**

Purchases of goods and services cannot, under any circumstances, be split or separated into smaller components to avoid the District's competitive solicitation or contract award requirements.

**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Susan A. Herron  
Director of Administrative Services

**THROUGH:** Karen Crocker  
Interim District General Manager

**SUBJECT:** Review, Discuss and Possibly Approve Practice 6.2.0, Budgeting and Fiscal Management: Community Services and Beach Pricing for Products and Services

**DATE:** October 9, 2024

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**I. RECOMMENDATION**

That the Board of Trustees makes a motion to approve Practice 6.2.0, Budgeting and Fiscal Management: Community Services and Beach Pricing for Products and Services as attached.

**II. BACKGROUND**

An internal report was provided to the Board of Trustees by the District General Manager on or about April 15, 2024 on Practice 6.2.0 (a sub practice to Policy 6.1.0). Staff presented a draft of the practice at the May 8, 2024 Board of Trustees meeting and received the following additional information:

1. The practice needs to be transparent
2. The practice needs to be consistent across the venues.
3. On rates, include how the rates are set using the pricing pyramid.

4. Ensure that the food and beverage discount is consistent at all venues.
5. Address how the pyramid and the budget are related.

Following the May 9, 2024 meeting, the practice was revisited and determined that it should be rewritten in large part so that everyone reading it could understand it and put items into a table for easier understanding. Additionally, the paragraphs that were requested by Staff to be changed have been incorporated with the practice and requirements for information was also added.

At the May 20, 2024 meeting, the Board of Trustees removed this item from the agenda in its entirety and Staff asked for a meeting to gain understanding of the language inconsistencies, etc.

Since then, one meeting has been held with Chairwoman Schmitz and two meetings were held with Trustee Tulloch.

At the July 31, 2024 meeting, two versions were presented as the two Trustees working on this project have very different opinions. During this discussion, it was determined that the Board should start with the policy to ensure that an overarching criteria was established before making any changes to the practice.

At the August 28, 2024 meeting, the item was removed in its entirety from the agenda by the Acting General Manager and noted as “incomplete”.

### **III. ATTACHMENTS**

Exhibit A – Practice 6.2.0 – current version

Exhibit B – Practice 6.2.0 – as proposed on October 9, 2024

**Budgeting and Fiscal Management  
Community Services and Beach  
Pricing for Products and Services  
Practice 6.2.0**

**RELEVANT POLICIES: 6.1.0 Adoption of Financial Policies**

**PRACTICE.** It is the practice of the District to establish the manner in which fees and charges for services are set and the extent to which they cover the cost of services provided (per Policy 6.1.2.2)

**1.0 Scope**

This Practice shall be used to ensure consistent application of pricing policy across the District's Community Services and Beach venues in order to meet venue-specific revenue and cost-recovery targets established through the annual budget process.

The objective of the District's pricing policy is to:

- Ensure that revenues, including Charges for Services and applicable Recreation or Beach Facility Fees are sufficient to cover the full cost of providing services to IVGID Picture Pass holders, guests of IVGID Picture Pass holders and others.
- Utilize sound financial planning principles to avoid volatility in charges and fees from year-to-year.
- Promote consistent framework for pricing across all venues and programs, while providing for venue-specific pricing considerations.
- Establish conditions for management to modify pricing during the fiscal year based on market conditions, and for the determination of pricing new programs.

**2.0 Definitions** – for purposes of this practice, the following definitions shall be applied:

- Full-Cost is intended to represent the per-unit cost of providing access to, or use of, District venues, services and programs, and shall include operating costs (including overhead), capital depreciation and debt, as reflected in the annual budget.
- Operating Costs are defined to include direct personnel costs, non-personnel costs and overhead costs. For purposes of this definition, overhead applied to programs and services shall include appropriate allocation of Central Services Overhead as well as Department-specific administrative overhead.

**Budgeting and Fiscal Management  
Community Services and Beach  
Pricing for Products and Services  
Practice 6.2.0**

- Direct Costs are defined as the incremental cost of providing for access or services for a specific event or purpose. Examples would include incremental cost (staffing, supplies, etc.) of providing access to a venue during normal business hours versus outside of normal operations.
- Capital Costs for programs and services provided through the District's Community Services and Beach Enterprise Funds shall be defined as the annual depreciation budgeted and allocated to each fund and cost center.
- Debt Costs for purposes of establishing full-cost recovery shall include principal and interest on outstanding debt allocated to each fund as included in the annual budget.

**3.0 Community Services Pricing**

The District operates recreational facilities, venues, services and programs. To support the Community Services facilities, venues, services, and programs, the District establishes, through the annual budget process, a Recreation Facility Fee assessed on parcels and/or dwelling units within the District.

Pricing for IVGID Picture Pass holders and others is defined as follows:

**3.1 Others (Non IVGID Picture Pass holders):**

3.1.1 Rates charged for use of venues, services, and programs shall be set to cover no less than 100% of the Full-Cost of the venue rental, venue access, service provided and programs made available.

3.1.2 Pricing for services and merchandise sold at District profit centers (ex. Golf Shop, Food and Beverage, Ski Rentals) shall incorporate mark-up over costs based on market-driven targeted profit margins established as part of the budget process.

3.1.3 As it applies to daily rates charged for venue rental, venue access, programs, and services, management is authorized to

**Budgeting and Fiscal Management  
Community Services and Beach  
Pricing for Products and Services  
Practice 6.2.0**

utilize dynamic pricing, based on changing market conditions, provided that doing so contributes positively to the net operating income of the venue. (The Board may establish a “floor” such as no lower than the IVGID Picture Pass-holder rate).

3.2 Guests:

3.2.1 Guest rates may be set at a discount, provided that the guest rates shall, at a minimum, cover the Operating Costs of access to venues, or program.

3.2.2 Where Guest Rates are established, the Guest must be accompanied by an IVGID Picture-Pass holder.

3.3 IVGID Picture Pass holders:

3.3.1 Rates charged to IVGID Picture-Pass Holders shall be discounted from the Full-Cost of services, in recognition of the Recreation Facility Fee assessed.

Rates established for IVGID Picture-Pass holders shall generally be set at no greater than the rate required to cover the Operating Costs of programs and services. In some cases, rates charged may exceed Operating Costs (to the extent that the Facility Fee approved through the budget process is insufficient to cover the cost of annual Capital Costs and Debt Costs).

3.4 Discounts

3.4.1 Group Rates – Access to and/or rental of venues for qualifying groups can be provided at a discount, provided that the discounted pricing is set so as to cover the Direct Costs of venue access. Discounts may vary based on venue availability (example: peak versus off-peak, mid-week versus weekend).

3.4.2 Community Focused Non-Profits – Access to and/or rental of District facilities and venues, and participation in programs and/or services by community-focused non-profits, as defined (Policy & Procedure 141, Resolution 1895) may be provided at a discount at



**Budgeting and Fiscal Management  
Community Services and Beach  
Pricing for Products and Services  
Practice 6.2.0**

no less than the Direct Costs of providing venue access/  
rental, program or service.

- 3.4.3 The annual budget could provide a funding allocation from the District's General Fund to be used to offset discounts anticipated to be provided to community focused non-profit organizations. This funding is to be allocated to venues, programs or services based on utilization by community focused non-profits in order mitigate the impact on overall financial performance of the venue, program or service.
- 3.4.4 A quarterly report will be provided to the Board of Trustees detailing the financial impact of the discount extended to the various groups and/or non-profits.

**3.5 Venue-Specific Pricing**

While applying the Community Services pricing guidelines as set forth in this practice, each venue, as a unique business enterprise, may incorporate modifications to its pricing for access/rentals, programs, and services, provided the venue is able to achieve overall financial results consistent with the net income targets established through the annual budget process. Such modifications may include, but are not limited to:

**3.5.1 Golf Course Fees**

- 3.5.1.1 Fees charged to IVGID Picture-pass holders their guests and others may vary based on season, day of the week, time-of-day, and partial (9-hole) use of the golf courses.
- 3.5.1.2 Play-Passes offered to IVGID Picture Pass holders may be priced at a discount from daily fees.
- 3.5.1.3 Management shall track and report average revenue-per-round, in relation to the defined cost-recovery targets.

**3.5.2 Chateau & Aspen Grove Rentals / Special Events**

- 3.5.2.1 Fees set for Facility rentals and Special Events will be based on cost-recovery targets for the Facilities

**Budgeting and Fiscal Management  
Community Services and Beach  
Pricing for Products and Services  
Practice 6.2.0**

Enterprise Fund established through the budget process.

- 3.5.2.2 Rental fees for use of facilities by non-IVGID Picture Pass holders will take into account the historical utilization rates and incorporate a mark-up required to achieve overall cost-recovery targets.
- 3.5.2.3 Rentals provided to IVGID Picture-Pass holders will incorporate discounts, as appropriate.
- 3.5.2.4 Fees charged for catered (Food and Beverage service) events will be set to cover the Full-Cost of staff, operations and food and beverage, plus mark-up based on market conditions.
- 3.5.2.5 Consideration shall be given to maintain Facility rental and Special Events services competitive within the regional marketplace.

3.5.3 Ski

- 3.5.3.1 Rates charged to non-IVGID Picture Pass holders for daily tickets and season passes will be set so as to remain competitive within the market.
- 3.5.3.2 Rates charged to non-IVGID Picture Pass holders for daily tickets shall be no less than the Full-Cost of access to the ski venue.
- 3.5.3.3 Rates charged to IVGID Picture Pass holders for daily tickets and season passes shall be set at a discount – to the extent that revenues from tickets and passes are sufficient to meet overall net revenue targets for the season.
- 3.5.3.4 Rates charged may vary based on peak periods, day of the week, and full-day versus half-day passes.
- 3.5.3.5 The Ski Rental Shop and Ski Lessons operate as Profit-Centers, with rates being largely market-driven, to include appropriate profit margins. Rates are charged uniformly, with no discounts.

3.5.4 Parks, Recreation, and Tennis Center

- 3.5.4.1 The District's Parks, Recreation Center, Tennis Center and recreation programming are community amenities open to residents, guests and visitors.

**Budgeting and Fiscal Management  
Community Services and Beach  
Pricing for Products and Services  
Practice 6.2.0**

Program pricing is based on industry-standard “Cost-Recovery Pyramid” which provides for increasing levels of cost-recovery based on whether programs provide community benefit versus individual benefit. (See Appendix A)

- 3.5.4.2 Programs and memberships are provided to IVGID Picture-Pass holders at a discount.
- 3.5.4.3 Recreation Center and Tennis Center membership pricing is adjusted based on age, season, time-of-day and day of the week (peak and non-peak hours).
- 3.5.4.4 Management shall review memberships and program fees annually, and may adjust rates based on industry and regional rates.

**4.0 Beach Pricing**

District-owned beaches are restricted to deeded parcel owners within the District and their guests. To support the Beaches, services, and programs, the District establishes, through the annual budget process, a Beach Facility Fee assessed on eligible parcels and/or dwelling units within the District.

- 4.1.1 Beach access is restricted for use by IVGID Picture Pass holders with beach access and their guests.
- 4.1.2 Funding to support the District beaches comes directly from the annual Beach Facility Fee assessed on parcels and/or dwelling units within the District and, as such, beach access to IVGID Picture-pass holders with beach access is made available at no additional charge.
- 4.1.3 The daily Guest beach access fee is to be set annually in relation to Operating Costs (per beach visit) as established through the annual budget process.
- 4.1.4 The daily Beach access fee may vary based on time of year, and peak periods. Management shall report on the average daily rates for the season to ensure that pricing policy and beach revenue targets are met.

**5.0 Administration of Community Services and Beach Pricing Policy**

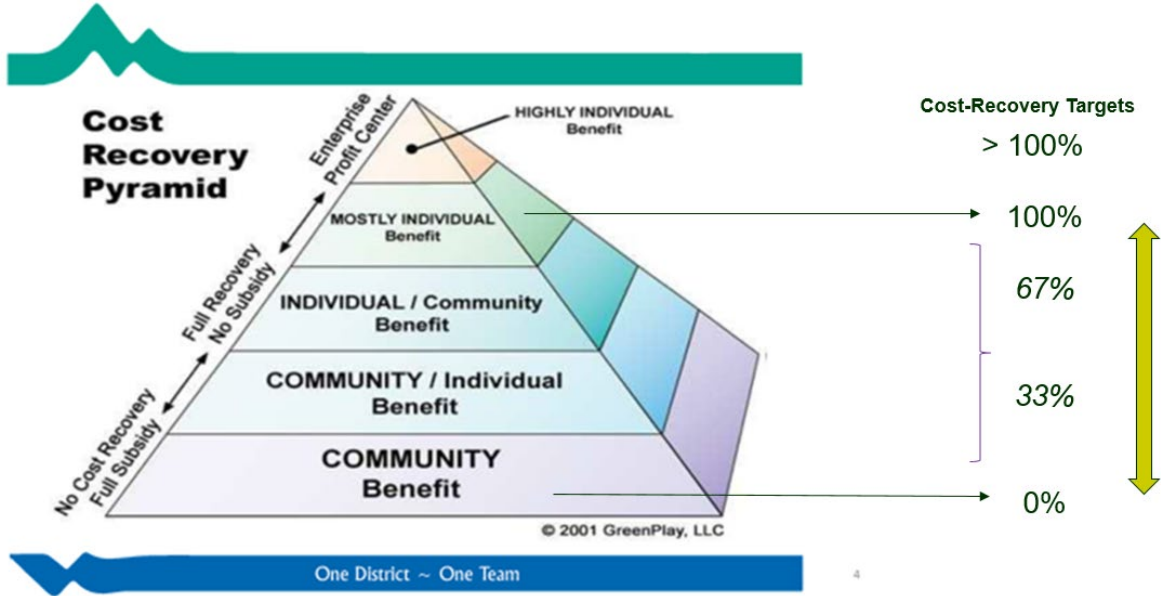
- 5.1 The Board of Trustees will establish overall financial performance targets for each venue through the annual budget process.

**Budgeting and Fiscal Management  
Community Services and Beach  
Pricing for Products and Services  
Practice 6.2.0**

- 5.2 The Board of Trustees will approve, through the budget process or when appropriate during the fiscal year Key Rates to include:
  - 5.2.1 Golf Rates for IVGID Picture Pass Holders, Play Passes, Guests and others.
  - 5.2.2 IVGID Picture-Pass holder and others, Season Pass Rates and Picture-Pass holder Daily Pass Rates for Diamond Peak.
  - 5.2.3 IVGID Picture-Pass holder Recreation Center and Tennis Membership Rates
  - 5.2.4 IVGID Picture-Pass holder rental rates for District Facilities / Special Events.
- 5.3 The General Manager is authorized to approve daily and group rates for all other programs, based on the recommendations of venue managers, consistent with the parameters of the District's Pricing Policy.
- 5.4 The District's Director of Golf/Community Services is authorized to approve pricing for Food and Beverage and retail merchandise.
- 5.5 Fee Schedules shall be placed on the District's website, and shall be updated, as needed, to reflect current pricing, to the extent practical.

# Budgeting and Fiscal Management Community Services and Beach Pricing for Products and Services Practice 6.2.0

## Appendix A Cost-Recovery Pyramid Recreation and Community Programs



**Budgeting and Fiscal Management  
Community Services and Beach  
Pricing for Products and Services  
Practice 6.2.0**

**RELEVANT POLICIES: 6.1.0 Adoption of Financial Policies**

**PRACTICE.** It is the practice of the District to establish the manner in which fees and charges for services are set and the extent to which they cover the cost of services provided (per Policy 6.1.2.2)

**1.0 Scope**

This Practice shall be used to ensure consistent application of pricing across the District's Community Services and Beach venues in order to meet venue- specific revenue objectives.

The objective of the District's pricing policy is to:

- Ensure that revenues, including Charges for Services and applicable Recreation and/or Beach Facility Fees, as annually approved in May of each year for the forthcoming fiscal year by the Board of Trustees, are sufficient to cover the full cost of providing services to IVGID Picture Pass holders, guests of IVGID Picture Pass holders and others.
- Utilize sound financial planning principles to avoid volatility in charges and fees from year-to-year.
- Promote consistent framework for pricing across all venues and programs.
- Establish conditions for management to modify pricing during the fiscal year based on market conditions and for the determination of pricing new programs.

**2.0 Definitions** – for purposes of this practice, the following definitions shall be applied:

- Full-Cost is intended to represent the per-unit cost of providing access to, or use of, District venues, services and programs, and shall include operating costs (including overhead), capital depreciation and debt, as reflected in the annual budget.
- Operating Costs are defined to include direct personnel costs, non-personnel costs and overhead costs. For purposes of this definition, overhead applied to programs and services shall include appropriate allocation of Central Services Overhead as well as Department-specific administrative overhead.
- Direct Costs are defined as the incremental cost of providing for access or services for a specific event or purpose. Examples would include incremental cost (staffing, supplies, etc.) of providing access

**Budgeting and Fiscal Management  
Community Services and Beach  
Pricing for Products and Services  
Practice 6.2.0**

to a venue during normal business hours versus outside of normal operations.

- Capital Costs for programs and services provided through the District’s Community Services and Beach Funds shall be defined as the annual depreciation budgeted and allocated to each fund and cost center.
- Debt Costs for purposes of establishing full-cost recovery shall include principal and interest on outstanding debt allocated to each fund as included in the annual budget.

**3.0 Community Services Pricing**

The District operates recreational facilities, venues, services and programs. To support the Community Services facilities, venues, services, and programs, the Board of Trustees shall establish, in January of each calendar year, a Recreation Facility Fee and a Beach Facility Fee that it may adopt through the annual budget process, and that is assessed on parcels and/or dwelling units within the District. This Recreation Facility Fee and Beach Facility Fee will be effective in the following fiscal year.

**4.0 Pricing Model by Venue and Customer Type**

VENUE	Customer Type PICTURE PASS HOLDER	Customer Type NON-PICTURE PASS HOLDER	Customer Type GUEST* OF A PICTURE PASS HOLDER
Championship Golf Course – see Note (1)  <i>The Cost Recovery Pyramid, Appendix A, is not applicable to this venue.</i>	Rates charged to IVGID Picture-Pass Holders shall be discounted from the Full-Cost of services, in recognition of the Recreation Facility Fee if assessed.  Rates established for IVGID Picture-Pass holders shall generally be set at no greater than the rate required to cover the Operating Costs of services. In some cases, rates charged may exceed Operating Costs (to the extent that the Facility Fee approved through the budget process is insufficient to cover the cost of annual Capital Costs and Debt Costs).	Rates charged for shall be set to cover no less than 100% of the Full-Cost of the venue service provided with a floor on pricing of that of the Picture Pass Holder.	Guest rates may be set at a discount, provided that the guest rates shall, at a minimum, cover the Operating Costs of access to this venue and have a floor on pricing of that of the Picture Pass Holder.

**Budgeting and Fiscal Management  
Community Services and Beach  
Pricing for Products and Services  
Practice 6.2.0**

VENUE	Customer Type PICTURE PASS HOLDER	Customer Type NON-PICTURE PASS HOLDER	Customer Type GUEST* OF A PICTURE PASS HOLDER
<p>Championship Golf Course Pro Shop</p> <p><i>The Cost Recovery Pyramid, Appendix A, is not applicable to this venue.</i></p>	No discount is offered.	No discount is offered.	No discount is offered.
<p>The Grille (Food Services)</p> <p><i>The Cost Recovery Pyramid, Appendix A, is not applicable to this venue.</i></p>	No discount is offered.	No discount is offered.	No discount is offered.
<p>Mountain Golf Course – See Note (1)</p> <p><i>The Cost Recovery Pyramid, Appendix A, is not applicable to this venue.</i></p>	<p>Rates charged to IVGID Picture-Pass Holders shall be discounted from the Full-Cost of services, in recognition of the Recreation Facility Fee if assessed.</p> <p>Rates established for IVGID Picture-Pass holders shall generally be set at no greater than the rate required to cover the Operating Costs of services. In some cases, rates charged may exceed Operating Costs (to the extent that the Facility Fee approved through the budget process is insufficient to cover the cost of annual Capital Costs and Debt Costs)</p>	<p>Rates charged for shall be set to cover no less than 100% of the Full-Cost of the venue service provided with a floor on pricing of that of the Picture Pass Holder.</p>	<p>Guest rates may be set at a discount, provided that the guest rates shall, at a minimum, cover the Operating Costs of access to this venue and have a floor on pricing of that of the Picture Pass Holder.</p>
<p>Mountain Golf Course Pro Shop</p> <p><i>The Cost Recovery Pyramid, Appendix A, is not applicable to this venue.</i></p>	No discount is offered.	No discount is offered.	No discount is offered.



**Budgeting and Fiscal Management  
Community Services and Beach  
Pricing for Products and Services  
Practice 6.2.0**

VENUE	Customer Type PICTURE PASS HOLDER	Customer Type NON-PICTURE PASS HOLDER	Customer Type GUEST* OF A PICTURE PASS HOLDER
Diamond Peak Ski Resort – See Note (2)  <i>The Cost Recovery Pyramid, Appendix A, is not applicable to this venue.</i>	Rates charged to IVGID Picture-Pass Holders shall be discounted from the Full-Cost of services in recognition of the Recreation Facility Fee, if assessed.  Rates established for IVGID Picture-Pass holders shall generally be set at no greater than the rate required to cover the Operating Costs of services. In some cases, rates charged may exceed Operating Costs (to the extent that the Facility Fee approved through the budget process is insufficient to cover the cost of annual Capital Costs and Debt Costs)	Rates charged for shall be set to cover no less than 100% of the Full-Cost of the venue service provided with a floor on pricing of that of the Picture Pass Holder.	No discount is offered.
Diamond Peak Ski Resort Merchandise Shop	OUTSOURCED VIA A SEPARATE CONTRACT	OUTSOURCED VIA A SEPARATE CONTRACT	OUTSOURCED VIA A SEPARATE CONTRACT
Diamond Peak Ski Resort Food Court  <i>The Cost Recovery Pyramid, Appendix A, is not applicable to this venue.</i>	No discount is offered.	No discount is offered.	No discount is offered.
Diamond Peak Ski Resort Rental Shop  <i>The Cost Recovery Pyramid, Appendix A, is not applicable to this venue.</i>	The Ski Rental Shop rates are being largely market-driven to include appropriate profit margins. Rates are charged uniformly, with no discounts.	The Ski Rental Shop rates are being largely market-driven to include appropriate profit margins. Rates are charged uniformly, with no discounts.	The Ski Rental Shop rates are being largely market-driven to include appropriate profit margins. Rates are charged uniformly, with no discounts.
Diamond Peak Ski Resort Ski Lessons  <i>The Cost Recovery Pyramid, Appendix A, is not applicable to this venue.</i>	The Ski Lessons rates are being largely market-driven to include appropriate profit margins. Rates are charged uniformly, with no discounts.	The Ski Lessons rates are being largely market-driven to include appropriate profit margins. Rates are charged uniformly, with no discounts.	The Ski Lessons rates are being largely market-driven to include appropriate profit margins. Rates are charged uniformly, with no discounts.

**Budgeting and Fiscal Management  
Community Services and Beach  
Pricing for Products and Services  
Practice 6.2.0**

VENUE	Customer Type PICTURE PASS HOLDER	Customer Type NON-PICTURE PASS HOLDER	Customer Type GUEST* OF A PICTURE PASS HOLDER
<p>Tennis Center – See Note (3)</p> <p><i>The Cost Recovery Pyramid, Appendix A, is applicable to this venue and falls under Mostly Individual Benefit with a cost recovery target of 100%.</i></p>	<p>Rates charged to IVGID Picture-Pass Holders shall be discounted from the Full-Cost of services in recognition of the Recreation Facility Fee, if assessed.</p> <p>Rates established for IVGID Picture-Pass holders shall generally be set at no greater than the rate required to cover the Operating Costs of services. In some cases, rates charged may exceed Operating Costs (to the extent that the Facility Fee approved through the budget process is insufficient to cover the cost of annual Capital Costs and Debt Costs)</p>	<p>Rates charged for shall be set to cover no less than 100% of the Full-Cost of the venue service provided with a floor on pricing of that of the Picture Pass Holder.</p>	<p>No discount is offered.</p>
<p>Pickleball – See Note (3)</p> <p><i>The Cost Recovery Pyramid, Appendix A, is applicable to this venue and falls under Mostly Individual Benefit with a cost recovery target of 100%.</i></p>	<p>Rates charged to IVGID Picture-Pass Holders shall be discounted from the Full-Cost of services in recognition of the Recreation Facility Fee, if assessed.</p> <p>Rates established for IVGID Picture-Pass holders shall generally be set at no greater than the rate required to cover the Operating Costs of services. In some cases, rates charged may exceed Operating Costs (to the extent that the Facility Fee approved through the budget process is insufficient to cover the cost of annual Capital Costs and Debt Costs)</p>	<p>Rates charged for shall be set to cover no less than 100% of the Full-Cost of the venue service provided with a floor on pricing of that of the Picture Pass Holder.</p>	<p>No discount is offered.</p>

**Budgeting and Fiscal Management  
Community Services and Beach  
Pricing for Products and Services  
Practice 6.2.0**

VENUE	Customer Type PICTURE PASS HOLDER	Customer Type NON-PICTURE PASS HOLDER	Customer Type GUEST* OF A PICTURE PASS HOLDER
Tennis Center Pro Shop  <i>The Cost Recovery Pyramid, Appendix A, is not applicable to this venue.</i>	No discount is offered.	No discount is offered.	No discount is offered.
Recreational Programs (Adult) – See Note (4)  <i>The Cost Recovery Pyramid, Appendix A, is applicable to these programs and falls under INDIVIDUAL/Community Benefit with a cost recovery target of between 67% to 100%.</i>	The Recreational Programs (Adult) rates are being largely market driven to include appropriate profit margins. Rates are charged uniformly with a small discount being applied if participant is a picture pass holder.	The Recreational Programs (Adult) rates are being largely market driven to include appropriate profit margins. Rates are charged uniformly with no discounts.	The Recreational Programs (Adult) rates are being largely market driven to include appropriate profit margins. Rates are charged uniformly with no discounts.
Recreational Programs (Youth) – See Note (4)  <i>The Cost Recovery Pyramid, Appendix A, is applicable to this venue and falls under COMMUNITY/Individual Benefit with a cost recovery target of between 0% and 33%.</i>	The Recreational Programs (Youth) rates are what the market will bear. Rates are charged uniformly with a small discount being applied if participant is a picture pass holder.	The Recreational Programs (Youth) rates are what the market will bear.	The Recreational Programs (Youth) rates are what the market will bear.
Recreational Programs (Senior) – See Note (4)  <i>The Cost Recovery Pyramid, Appendix A, is applicable to this venue and falls under COMMUNITY/Individual Benefit with a cost recovery target of between 0% and 33%.</i>	The Recreational Programs (Senior) rates are below market rates because these are subsidized programs by the Recreation Facility Fee. An additional small discount may apply if participant is a picture pass holder.	The Recreational Programs (Senior) rates are below market rates because these are subsidized programs by the Recreation Facility Fee.	The Recreational Programs (Senior) rates are below market rates because these are subsidized programs by the Recreation Facility Fee.
Fields (Ballfields) – See Note (3)  <i>The Cost Recovery Pyramid, Appendix A, is applicable to this venue and it falls under COMMUNITY Benefit with no cost recovery and full subsidy.</i>	Fields, if rented for tournaments, etc., switch to the following: <i>The Cost Recovery Pyramid, Appendix A, is applicable to this venue and falls under Mostly Individual Benefit with a cost recovery target of 100%.</i>		

**Budgeting and Fiscal Management  
Community Services and Beach  
Pricing for Products and Services  
Practice 6.2.0**

VENUE	Customer Type PICTURE PASS HOLDER	Customer Type NON-PICTURE PASS HOLDER	Customer Type GUEST* OF A PICTURE PASS HOLDER
Parks (Preston Field) – See Note (3)  <i>The Cost Recovery Pyramid, Appendix A, is applicable to this venue and it falls under COMMUNITY Benefit with no cost recovery and full subsidy.</i>	Parks, if rented for tournaments, etc., switch to the following:  <i>The Cost Recovery Pyramid, Appendix A, is applicable to this venue and falls under Mostly Individual Benefit with a cost recovery target of 100%</i>		
Skatepark  <i>The Cost Recovery Pyramid, Appendix A, is applicable to this venue and it falls under COMMUNITY Benefit with no cost recovery and full subsidy.</i>	This venue is free to all users	This venue is free to all users	This venue is free to all users
Disc Golf Course – See Note (5)  <i>The Cost Recovery Pyramid, Appendix A, is applicable to this venue and it falls under COMMUNITY Benefit with no cost recovery and full subsidy.</i>	This venue is free to all users.	This venue is free to all users.	This venue is free to all users.
Bocce Ball Courts – See Note (6)  <i>The Cost Recovery Pyramid, Appendix A, is applicable to this venue and it falls under COMMUNITY Benefit with no cost recovery and full subsidy.</i>	This venue is free to all users.	This venue is free to all users.	This venue is free to all users.
Robin and Robert Holman Family Bike Park – See Note (6)  <i>The Cost Recovery Pyramid, Appendix A, is applicable to this venue and it falls under COMMUNITY Benefit with no cost recovery and full subsidy</i>	This venue is free to all users.	This venue is free to all users.	This venue is free to all users.

**Budgeting and Fiscal Management  
Community Services and Beach  
Pricing for Products and Services  
Practice 6.2.0**

VENUE	Customer Type PICTURE PASS HOLDER	Customer Type NON-PICTURE PASS HOLDER	Customer Type GUEST* OF A PICTURE PASS HOLDER
<p>The Chateau and Aspen Grove Meeting Space – See Note (3) and (7)</p> <p><i>The Cost Recovery Pyramid, Appendix A, is not applicable to this venue except as stated in Note (7).</i></p>	<p>Rates charged to IVGID Picture-Pass Holders shall be discounted from the Full-Cost of services, in recognition of the Recreation Facility Fee if assessed.</p> <p>Rates established for IVGID Picture-Pass holders shall generally be set at no greater than the rate required to cover the Operating Costs of services. In some cases, rates charged may exceed Operating Costs (to the extent that the Facility Fee approved through the budget process is insufficient to cover the cost of annual Capital Costs and Debt Costs)</p>	<p>No discount is offered.</p>	<p>No discount is offered.</p>
<p>Recreation Center (Membership)</p> <p><i>The Cost Recovery Pyramid, Appendix A, is not applicable to this venue.</i></p>	<p>Rates charged to IVGID Picture-Pass Holders shall be discounted from the Full-Cost of services, in recognition of the Recreation Facility Fee if assessed.</p> <p>Rates established for IVGID Picture-Pass holders shall generally be set at no greater than the rate required to cover the Operating Costs of services. In some cases, rates charged may exceed Operating Costs (to the extent that the Facility Fee approved through the budget process is insufficient to cover the cost of annual Capital Costs and Debt Costs).</p>	<p>Rates charged for shall be set to cover no less than 100% of the Full-Cost of the venue service provided with a floor on pricing of that of the Picture Pass Holder.</p>	<p>Guest rates may be set at a discount, provided that the guest rates shall, at a minimum, cover the Operating Costs of access to this venue and have a floor on pricing of that of the Picture Pass Holder.</p>
<p>Recreation Center (Merchandise)</p>	<p>No discount is offered.</p>	<p>No discount is offered.</p>	<p>No discount is offered.</p>

\*A guest is defined as Guest for Recreation Facilities other than the Beaches means any person invited by an Owner of a Parcel to use District owned Recreation

**Budgeting and Fiscal Management  
Community Services and Beach  
Pricing for Products and Services  
Practice 6.2.0**

Facilities other than the Beaches. Further, where Guest Rates are established, the Guest **must** be accompanied by an IVGID Picture-Pass holder.

Notes

- (1) Key rates are presented to the Board of Trustees for their review and approval in February of each calendar year. The key rates, once approved, will go into effect for the following golfing season.
- (2) Key rates are presented to the Board of Trustees for their review and approval in January of each calendar year. The key rates, once approved, will go into effect for the following ski season.
- (3) Key rates are presented to the Board of Trustees for their review and approval in March of each calendar year. The key rates, once approved, will go into effect at the start of the next fiscal year.
- (4) Rates may be presented to the Board of Trustees for their review and approval and a fixed sum amount of money is presented in the annual budget for both Adult and Youth Programming combined into one fixed sum. It is then the Staff's job to work within that fixed sum of money for all its Adult and Youth programming.
- (5) Donations are solicited and donations go to Parks revenue for maintenance of the facility.
- (6) Rentals are or will be available and the rental fees generated will go to Parks revenue.
- (7) This venue may be used for internal District events and discounts may be offered in off peak seasons in accordance with the key rates submitted and approved.

As it applies to daily rates charged for venue rental, venue access, programs, and services, management is authorized to utilize dynamic pricing, based on changing market conditions, provided that doing so contributes positively to the net operating income of the venue. (The Board may establish a "floor" such as no lower than the IVGID Picture Pass-holder rate).

**5.0 Community Focused Nonprofits**

Community Focused Nonprofits may be eligible for complimentary use of District facilities and recreational programs. Eligible non-profits shall be a local non-profit, a national nonprofit with a local chapter, or local government agency or school district providing services to the local community. Local shall be defined as the Incline Village/Crystal Bay community. Organizations shall provide supporting documentation of their nonprofit status prior to receiving complimentary use of District facilities or recreational programs. Non-government agencies shall be an IRS 501(c)(3) nonprofit corporation or similar organization. All entities shall

**Budgeting and Fiscal Management  
Community Services and Beach  
Pricing for Products and Services  
Practice 6.2.0**

otherwise comply with all applicable terms and conditions for use of the facility or participating in the program, including insurance, indemnity, damage deposits, and similar requirements. Blackout Dates. IVGID prioritizes the use of IVGID facilities for resident or revenue-generating use. As such, IVGID staff shall, on an annual basis, identify dates in which complimentary use of District facilities are unavailable. Moreover, resident or revenue-generating use shall take priority over complimentary use. IVGID may provide other special pricing, discount, or promotional programs to the general public or to a category of the general public. Examples may include complimentary lift tickets to Diamond Peak for local students or a round of golf at the Mountain Golf Course. Categories of the general public shall not include IVGID employees, retirees, or similar group provided benefits under personnel or similar policies. Special pricing or promotional programs shall be identified, budgeted, and approved through the annual budget. On an annual basis, the General Manager or designee shall provide a report to the Board of Trustees listing any use of District facilities and recreational programs pursuant to this Practice. The Board of Trustees may authorize additional complimentary use of District facilities and recreational programs at its discretion. In addition, the Board of Trustees may authorize monetary contributions to Community Focused Non-Profits or other entities to the extent permitted by NRS 318 and other applicable law. This Practice does not affect or invalidate any existing joint use or similar agreement with a Community Focused Non-Profit, which be deemed an additional use subject to this Practice.

The annual budget could provide a funding allocation from the District’s General Fund to be used to offset complimentary use anticipated to be provided to community focused non-profit organizations. This funding is to be allocated to venues, programs or services based on utilization by community focused non-profits in order mitigate the impact on overall financial performance of the venue, program or service.

**6.0 Reporting**

An annual report will be provided to the Board of Trustees, no later than August 31 and beginning with Fiscal Year ending 2024/2025, that will detail the financial impact of the complimentary use extended to the various groups and/or non-profits.

**7.0 Caveats to this Practice**

While applying the Community Services pricing guidelines as set forth in this practice, each venue, as a unique business enterprise, may incorporate modifications to its pricing for access/rentals, programs, and services. The measurement for success will be the overall performance of the fund/sub-fund that these venues make up i.e. the Community Services Fund and more specifically the working capital (cash) balance.

**Budgeting and Fiscal Management  
Community Services and Beach  
Pricing for Products and Services  
Practice 6.2.0**

**8.0 Beach Pricing**

District-owned beaches are restricted to deeded parcel owners within the District and their guests. To support the Beaches, services, and programs, the District may establish in January, a Beach Facility Fee assessed on eligible parcels and/or dwelling units within the District.

- 8.1 Beach access is restricted for use by IVGID Picture Pass holders with beach access and their guests.
- 8.2 Funding to support the District beaches comes directly from the annual Beach Facility Fee assessed on parcels and/or dwelling units within the District and, as such, beach access to IVGID Picture-pass holders with beach access is made available at no additional charge.
- 8.3 The daily Guest beach access fee is to be set during key rate approvals.
- 8.4 The daily Beach access fee may vary based on time of year, and peak periods. Management shall report on the average daily rates for the season to ensure that pricing policy and beach revenue targets are met.

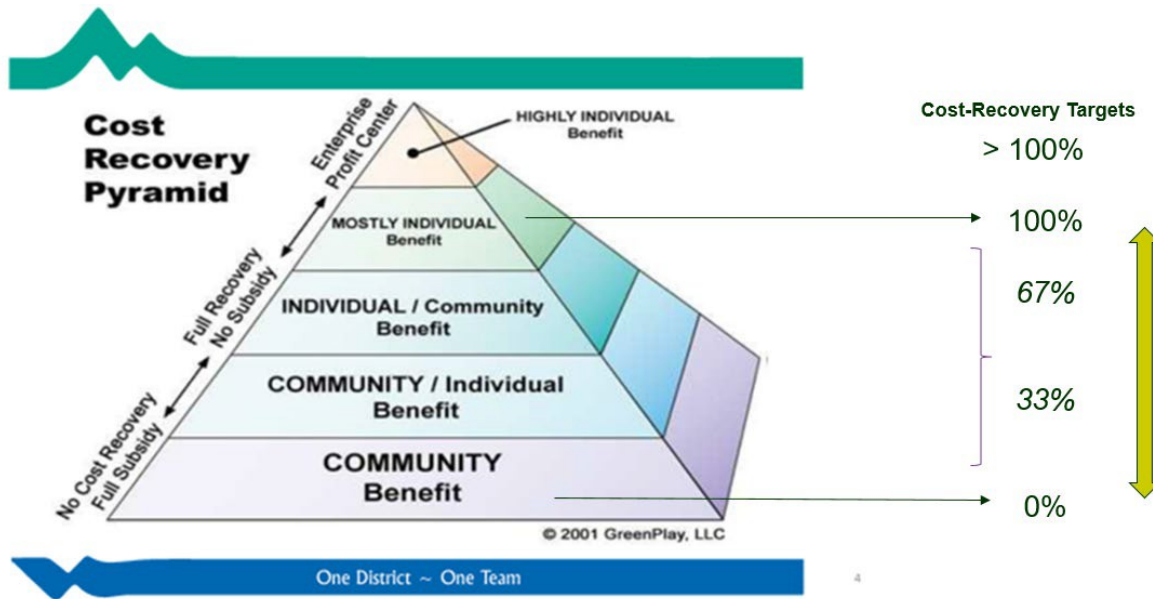
**9.0 Administration of Community Services and Beach Pricing Policy**

- 9.1 The Board of Trustees will establish overall financial performance targets for each venue through the annual budget process.
- 9.2 The General Manager is authorized to approve daily and group rates for all other programs, based on the recommendations of venue managers, consistent with the parameters of the District's Pricing Policy (Policy 6.1.2.2).
- 9.3 Fee Schedules shall be placed on the District's website, and shall be updated, as needed, to reflect current pricing, to the extent practical.



# Budgeting and Fiscal Management Community Services and Beach Pricing for Products and Services Practice 6.2.0

## Appendix A Cost-Recovery Pyramid Recreation and Community Programs



**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Karen M. Crocker  
Interim District General Manager

**SUBJECT:** Review, discuss and possibly provide direction to Staff on venue discounts provided to non-profit groups, community groups and others

**DATE:** October 9, 2024

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**I. RECOMMENDATION**

That the Board of Trustees makes a motion to charge all users, shown on the attached chart, of the District's venues, at a minimum, the non-profit rate which is set each year during the budget; this change will go into effect November 1, 2024.

**II. BACKGROUND**

On August 10, 2024, the annual Resolution 1895, Policy and Procedure Resolution No. 141, report on use of venues by outside groups was provided to the Board of Trustees via the General Manager's report. The report that was provided at the August 10<sup>th</sup> meeting has been modified to include the entity type, venue used and the groups sorted according to entity type; the attached chart lists the groups, category, venue used and amount paid. The purpose of this exercise was to see if groups were being charged fairly, equitable, and, consistent.

Staff did notice that the Crystal Bay Yacht Club was not being charged the nonprofit rate and this will be corrected going forward. The MOAA Holiday Party was conducted under the IVGID Program of the Vets Club; therefore, they were not charged the nonprofit rate, which fell under the category of a community benefit. The North Tahoe Hospital Auxiliary Golf and Thank-A-Vet events were in conjunction with their golf tournaments and they paid the nonprofit rate for use of the golf course and Chateau.

The Republican Woman's group and the Sierra Angels have been identified as legacy groups, rather than non-profits. Staff is recommending that they be placed in the non-profit category thus being required to pay the non-profit rate without proof of actually being a non-profit.

### **III. FINANCIAL IMPACT AND BUDGET**

There will be an increase, in revenue, as a result of this change.

### **IV. BUSINESS IMPACT**

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

### **V. ATTACHMENT**

1. Report, by Entity Type, on use of venues
2. Cost-Recovery Pyramid

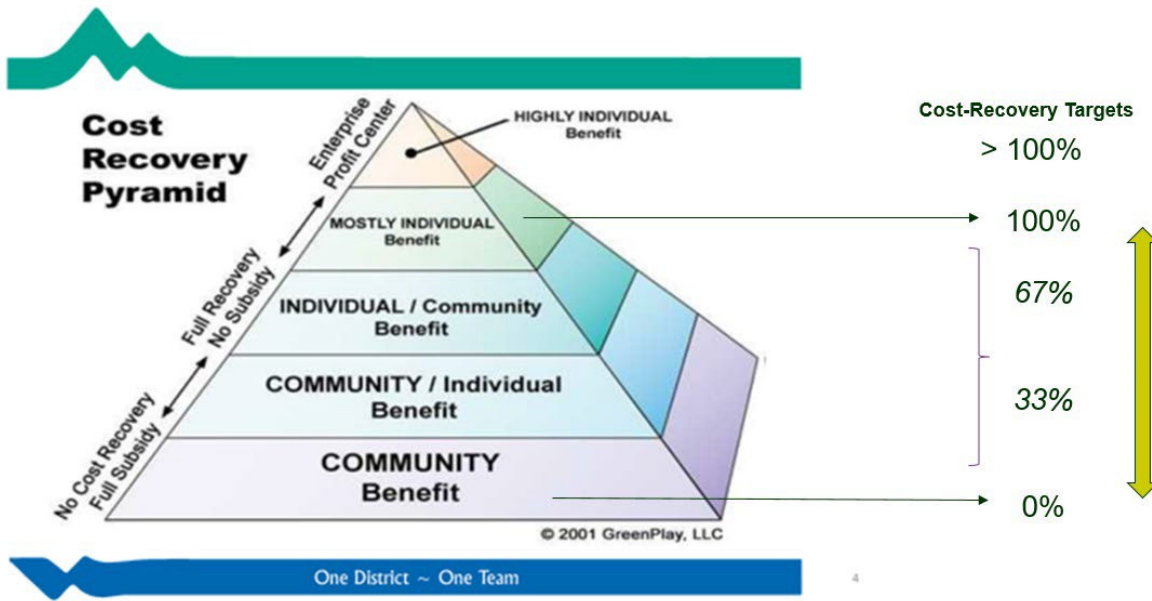
Date of Event	Event Title	Entity Type	Venue	Revenue: Rental Income	Revenue: Discount	Total Revenue	Comments
7/7/2023	TIGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
6/12/2024	AAUW	501(c)3 Entity	Chateau	\$ 832.00	\$ (332.00)	\$ 500.00	This is the approved non-profit rate
6/13/2024	Billy Hayes Golf	Special pricing due to community benefit	Chateau	\$ 500.00	\$ (500.00)	\$ -	
12/9/2023	Brunch with Santa	501(c)3 Entity and partnered with IVGID	Chateau	\$ 4,118.00	\$ (3,628.00)	\$ 490.00	
6/24/2024	CBYC	501(c)3 Entity	Chateau	\$ 1,045.00	\$ (1,045.00)	\$ -	
12/4/2023	CBYC Holiday Party	501(c)3 Entity	Chateau	\$ 2,620.00	\$ (2,620.00)	\$ -	
11/4/2023	Craft Fair	Special pricing due to community benefit	Chateau	\$ 7,490.00	\$ (6,990.00)	\$ 500.00	This is the approved non-profit rate
3/10/2024	DP Pass Appreciation	IVGID Program	Chateau	\$ 920.00	\$ (420.00)	\$ 500.00	
11/20/2023	IHS Awards Banquet	Washoe County Joint Use Agreement	Chateau	\$ 1,980.00	\$ (1,480.00)	\$ 500.00	This is the approved non-profit rate
5/31/2024	IHS Prom	Washoe County Joint Use Agreement	Chateau	\$ 2,070.00	\$ (1,570.00)	\$ 500.00	This is the approved non-profit rate
9/19/2023	Incliners	IVGID Program	Chateau	\$ 2,770.00	\$ (2,368.00)	\$ 402.00	
10/17/2023	Incliners	IVGID Program	Chateau	\$ 2,770.00	\$ (2,368.00)	\$ 402.00	
11/14/2023	Incliners	IVGID Program	Chateau	\$ 2,770.00	\$ (2,368.00)	\$ 402.00	
1/16/2024	Incliners	IVGID Program	Chateau	\$ 2,620.00	\$ (2,218.00)	\$ 402.00	
2/6/2024	Incliners	IVGID Program	Chateau	\$ 1,305.00	\$ (930.00)	\$ 375.00	
2/20/2024	Incliners	IVGID Program	Chateau	\$ 2,620.00	\$ (2,218.00)	\$ 402.00	
3/19/2024	Incliners	IVGID Program	Chateau	\$ 2,770.00	\$ (2,368.00)	\$ 402.00	
4/16/2024	Incliners	IVGID Program	Chateau	\$ 2,770.00	\$ (2,368.00)	\$ 402.00	
5/21/2024	Incliners	IVGID Program	Chateau	\$ 2,995.00	\$ (1,821.00)	\$ 1,174.00	
6/18/2024	Incliners	IVGID Program	Chateau	\$ 2,995.00	\$ (2,593.00)	\$ 402.00	
8/15/2023	Incliners	IVGID Program	Chateau	\$ 2,770.00	\$ (2,368.00)	\$ 402.00	
7/18/2023	Incliners BBQ	IVGID Program	Chateau	\$ 2,770.00	\$ (2,368.00)	\$ 402.00	
5/19/2024	International Wine Society	Dynamic pricing event i.e. nothing else booked	Chateau	\$ 2,745.00	\$ (1,821.00)	\$ 924.00	
9/7/2023	IVBOR	Special pricing due to community benefit	Chateau	\$ 3,300.00	\$ (2,800.00)	\$ 500.00	This is the approved non-profit rate
7/19/2023	IVGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
7/26/2023	IVGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
8/2/2023	IVGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
8/9/2023	IVGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
8/16/2023	IVGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
8/24/2023	IVGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
5/22/2024	IVGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
5/29/2024	IVGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
6/5/2024	IVGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
6/12/2024	IVGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
6/17/2024	IVGC	Golf group	Chateau	\$ 1,500.00	\$ (1,500.00)	\$ -	
6/19/2024	IVGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
6/26/2024	IVGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	

Date of Event	Event Title	Entity Type	Venue	Revenue: Rental Income	Revenue: Discount	Total Revenue	Comments
8/30/2023	IVGC Annual	Golf group	Chateau	\$ 1,500.00	\$ (1,500.00)	\$ -	
8/27/2023	IVGC Couples Mixie	Golf group	Chateau	\$ 1,500.00	\$ (1,500.00)	\$ -	
7/12/2023	IVGC Directors Cups	Golf group	Chateau	\$ 1,500.00	\$ (1,500.00)	\$ -	
9/6/2023	IVGC Farewell Lunch	Golf group	Chateau	\$ 1,500.00	\$ (1,500.00)	\$ -	
7/21/2023	IVGC Invitational - Day 1	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
7/22/2023	IVGC Invitational - Day 2	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
7/23/2023	IVGC Invitational - Day 3	Golf group	Chateau	\$ 4,970.00	\$ (4,970.00)	\$ -	
6/10/2024	IVGC Scotch on the Rocks	Golf group	Chateau	\$ 1,500.00	\$ (1,500.00)	\$ -	
7/10/2023	IVGCL	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
8/8/2023	IVGCL	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
8/15/2023	IVGCL	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
8/29/2023	IVGCL	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
6/4/2024	IVGCL	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
6/5/2024	IVGCL	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
6/11/2024	IVGCL	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
6/20/2024	IVGCL	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
6/25/2024	IVGCL	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
7/25/2023	IVGCL	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
7/17/2023	IVGCL Invitational	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
7/18/2023	IVGCL Invitational-Day 2	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
5/11/2024	IVNS Brunch	501(c)3 Entity	Chateau	\$ 6,990.00	\$ (6,490.00)	\$ 500.00	This is the approved non-profit rate
7/10/2023	Lifeline Screening	Special pricing due to community benefit	Chateau	\$ 500.00		\$ 500.00	This is the approved non-profit rate
12/15/2023	MOAA Holiday Party	501(c)19 Entity	Chateau	\$ 1,650.00	\$ (1,650.00)	\$ -	
9/12/2023	Mountain Niners	501(c)7 Entity	Chateau	\$ 1,500.00	\$ (1,500.00)	\$ -	
6/3/2024	Niners	501(c)7 Entity	Chateau	\$ 500.00	\$ (500.00)	\$ -	
7/20/2023	Niners Founders Lunch	501(c)7 Entity	Chateau	\$ 500.00	\$ (500.00)	\$ -	
7/13/2023	NLTCHCA Lobster Feed	501(c)3 Entity	Chateau	\$ 3,745.00	\$ (3,245.00)	\$ 500.00	This is the approved non-profit rate
9/24/2023	North Tahoe Hosital Auxiliary Golf	501(c)3 Entity	Chateau	\$ 540.00	\$ (540.00)	\$ -	
8/24/2023	PEO Taste of Incline	501(c)3 Entity	Chateau	\$ 2,808.00	\$ (2,308.00)	\$ 500.00	This is the approved non-profit rate
4/20/2024	Pete Lewis COL	Special pricing due to community benefit	Chateau	\$ 915.00	\$ (225.00)	\$ 690.00	
7/11/2023	Republican Women	Grandfather Agreement	Chateau	\$ 500.00	\$ (500.00)	\$ -	
8/8/2023	Republican Women	Grandfather Agreement	Chateau	\$ 1,650.00	\$ (1,650.00)	\$ -	
9/12/2023	Republican Women	Grandfather Agreement	Chateau	\$ 1,650.00	\$ (1,650.00)	\$ -	
10/10/2023	Republican Women	Grandfather Agreement	Chateau	\$ 1,650.00	\$ (1,650.00)	\$ -	
11/14/2023	Republican Women	Grandfather Agreement	Chateau	\$ 1,650.00	\$ (1,650.00)	\$ -	
12/12/2023	Republican Women	Grandfather Agreement	Chateau	\$ 1,650.00	\$ (1,650.00)	\$ -	
2/13/2024	Republican Women	Grandfather Agreement	Chateau	\$ 580.00	\$ (580.00)	\$ -	

Date of Event	Event Title	Entity Type	Venue	Revenue: Rental Income	Revenue: Discount	Total Revenue	Comments
3/12/2024	Republican Women	Grandfather Agreement	Chateau	\$ 580.00	\$ (580.00)	\$ -	
4/9/2024	Republican Women	Grandfather Agreement	Chateau	\$ 580.00	\$ (580.00)	\$ -	
5/14/2024	Republican Women	Grandfather Agreement	Chateau	\$ 2,995.00	\$ (2,495.00)	\$ 500.00	
6/18/2024	Republican Women	Grandfather Agreement	Chateau	\$ 832.00	\$ (832.00)	\$ -	
8/10/2023	Sierra Angels	501(c)6 Entity	Chateau	\$ 1,680.00	\$ (1,680.00)	\$ -	
8/10/2023	Sierra Angels	501(c)6 Entity	Chateau	\$ 500.00	\$ (500.00)	\$ -	
9/28/2023	Sierra Angels	501(c)6 Entity	Chateau	\$ 1,680.00	\$ (1,680.00)	\$ -	
5/2/2024	Sierra Angels	501(c)6 Entity	Chateau	\$ 1,660.00	\$ (1,660.00)	\$ -	
6/27/2024	Sierra Angels	501(c)6 Entity	Chateau	\$ 1,680.00	\$ (1,936.00)	\$ (256.00)	
4/17/2024	Sierra Sothebys	Special pricing due to community benefit	Chateau	\$ 1,650.00	\$ (402.00)	\$ 1,248.00	
6/6/2024	Sierra Sothebys	Special pricing due to community benefit	Chateau	\$ 1,650.00	\$ (402.00)	\$ 1,248.00	
10/13/2023	TCF Fall Fest	501(c)3 Entity	Chateau	\$ 4,870.00	\$ (4,870.00)	\$ -	
7/26/2023	Teesters	501(c)7 Entity	Chateau	\$ 500.00	\$ (500.00)	\$ -	
8/30/2023	Teesters	501(c)7 Entity	Chateau	\$ 500.00	\$ (500.00)	\$ -	
9/21/2023	Teesters	501(c)7 Entity	Chateau	\$ 500.00	\$ (500.00)	\$ -	
5/30/2024	Teesters	501(c)7 Entity	Chateau	\$ 500.00	\$ (500.00)	\$ -	
6/12/2024	Teesters	501(c)7 Entity	Chateau	\$ 500.00	\$ (500.00)	\$ -	
6/26/2024	Teesters	501(c)7 Entity	Chateau	\$ 500.00	\$ (500.00)	\$ -	
4/25/2024	TFS Crystal Cabaret	501(c)3 Entity	Chateau	\$ 3,490.00	\$ (2,990.00)	\$ 500.00	This is the approved non-profit rate
8/29/2023	TFS Shabby Chic	501(c)3 Entity	Aspen Grove	\$ 2,250.00	\$ (1,750.00)	\$ 500.00	This is the approved non-profit rate
6/17/2024	Thank A Vet Golf	501(c)3 Entity	Chateau	\$ -	\$ (1,500.00)	\$ (1,500.00)	
7/25/2023	TIGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
8/13/2023	TIGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
9/5/2023	TIGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
5/28/2024	TIGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
5/29/2024	TIGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
6/4/2024	TIGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
6/6/2024	TIGC	Golf group	Chateau	\$ 1,500.00	\$ (1,500.00)	\$ -	
6/9/2024	TIGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
6/11/2024	TIGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
6/17/2024	TIGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
6/20/2024	TIGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
6/25/2024	TIGC	Golf group	Chateau	\$ 500.00	\$ (500.00)	\$ -	
8/29/2023	TIGC Closing	Golf group	Chateau	\$ 1,500.00	\$ (1,500.00)	\$ -	
7/9/2023	TIGC Couples	Golf group	Chateau			\$ -	
7/12/2023	TIGC Summer BBQ	Golf group	Chateau	\$ 1,500.00	\$ (1,500.00)	\$ -	
7/15/2023	Transportation Summit	Special pricing due to community benefit	Chateau	\$ 7,990.00	\$ (3,930.00)	\$ 4,060.00	
7/27/2023	Vets Club	IVGID Program	Chateau	\$ 830.00	\$ (830.00)	\$ -	
9/26/2023	Vets Club	IVGID Program	Chateau	\$ 830.00	\$ (830.00)	\$ -	

Date of Event	Event Title	Entity Type	Venue	Revenue: Rental Income	Revenue: Discount	Total Revenue	Comments
2/29/2024	Vets Club	IVGID Program	Chateau	\$ 290.00	\$ (290.00)	\$ -	
3/28/2024	Vets Club	IVGID Program	Chateau	\$ 290.00	\$ (290.00)	\$ -	
4/25/2024	Vets Club	IVGID Program	Chateau	\$ 290.00	\$ (290.00)	\$ -	
5/30/2024	Vets Club	IVGID Program	Chateau	\$ 340.00	\$ (340.00)	\$ -	
6/27/2024	Vets Club	IVGID Program	Chateau	\$ 416.00	\$ (416.00)	\$ -	

# Appendix A Cost-Recovery Pyramid Recreation and Community Programs





## BOARD OF TRUSTEES LONG RANGE CALENDAR

## Notes

## Consent Items

## Report Items

## Agenda Items

<b>October 30, 2024</b>	
<b><i>SCHEDULE</i></b> <b><i>*Holiday*</i></b>	<u>Friday, October 25<sup>th</sup> – Nevada Day *Legal Holiday</u> <b><i>1<sup>st</sup> draft agenda to Board Chairman on 10/11; all memos and materials due in by 10/23; Packet out on 10/24; agenda posted no later than 8:45 a.m. on 10/24</i></b>
FINANCE	Treasurer Report
FINANCE	Report: Tax Delinquencies for Cards to be shut-off
FINANCE	Budget Performance Update complete for July and August Complete
PW	Quarterly CIP Report
IT	Report: Update on the progress related to the Point-of-Sale System
LEGAL	Recommended Updates to PP 138 Resolution No. 1910 – Naming/ Dedication of Facilities
FINANCE	Updates and recommended revisions Procurement Card Policy
GM	Request for Proposal for Legal Services
HR	Discussion and possible direction RFP for Management Firm Services
F&B	Food and Beverage Action Plan and Status Report on Sarton F&B Report
PW	Agreement: Professional Services for the Needs Assessment of the Snowflake Lodge Replacement
PW	Rec. Center Janitorial Contract
PW	Update Skate Park

<b>November 13, 2024</b>	
<b><i>SCHEDULE</i></b> <b><i>*Holiday*</i></b>	<u>Monday, November 11<sup>th</sup> – Veterans Day *Legal Holiday</u> <b><i>1<sup>st</sup> draft agenda to Board Chairman on 11/01; all memos and materials due in by 11/04; Venue Status Reports Due in folder by 11/05; Packet out on 11/07; agenda posted no later than 8:45 a.m. on 11/07</i></b>
GM	Report: GM and Venue Financial Reports and Status Reports
GM	Food and Beverage Action Plan and Status Report on Sarton F&B Report
PW	Beach House Project Update & Discussion
LEGAL	Update with NLTFPD Agreement
	Review, Discuss and approve Month to Month Legal Services with BBK
P&R	Review Summer Season Rates and Performance and Review and Discuss Summer 2025 Rates for the Rec. Center Programs: Tennis Center; Golf
P&R	Review, Discuss and Provide Direction to Staff regarding Food & Beverage Service at Burnt Cedar & Incline Beaches for the Summer of 2025
PW	Pipeline Construction Project Season Closure Report
	Review 2024 Summer Season Rates and Performance and Review and discuss Summer 2025 Rates for the Rec Center programs, Tennis Center and Golf?

Notes

Consent Items

Report Items

Agenda Items

<b>December 11, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 11/30; all memos and materials due in by 12/03; Venue Status Reports Due in folder by 12/04: Packet final Review 12/04; agenda posted no later than 8:45 a.m. on 12/07</i></b>
<b>GM</b>	Report: GM and Venue Financial Reports and Status Reports
<b>PW</b>	Beach House Project Update & Discussion
<b>Finance</b>	Treasurer Report
<b>Finance</b>	Budget Performance Update
	Food and Beverage Action Plan and Status Report on Sarton F&B Report
	Board Policy 8.1.0 – Capitalization of Fixed Assets
	Receive the Audit Committee report and the draft ACFR

## BOARD OF TRUSTEES LONG RANGE CALENDAR

### Notes

### Consent Items

### Report Items

### Agenda Items

## PARKING LOT ITEMS

Date of Request	Item	Requester	Status/Notes	Date Completed
1/18/21	Possible discussion on IVGID needs as it relates to potential land use agreement with DPSEF	Trustee Schmitz	DPSEF continues to have discussion amongst themselves about this item	
2/8/23	Capitalization Policy 8.1.0 - Capitalization of Fixed Assets	Finance Department	Audit Committee Review / Then Board of Trustees	
2/8/23	Workforce Housing for Seasonal Employees	Trustee Noble	Staff to share with Trustee Noble the current situation.	
07/12/23	Writing a letter to schools regarding programs	Chairman Dent		
08/09/23	UNR and Washoe County BOT's Additional Training	Trustee Tonking	<i>Date to be determined after 2<sup>nd</sup> training is rescheduled</i>	
11/21/2023	Strategic Plan update	GM Magee		
07/12/2023	Waste Management	Trustee Schmitz		
03/22/2024	Ordinance 7 Reports	REC/ IT	Due in March Annually	By Feb 2025 On Calendar for 07/10/2024
03/22/2025	Marcus Faust Contract Renewal	GM Magee	Agreement Expires 05/2025	Calendar for 03/2025
03/22/2024	Report: Tax Delinquencies for Cards to be shut-off	Finance	Annually Due by October	Calendar for 10/2024
03/25/2024	Space Planning	GM		
04/10/2024	Dog Park Survey	Rec Center		
09/2021	Review of All Pending MOU's & Contracts to be reviewed?	Trustee Schmitz		Calendar for 10/2024
05/08/2024	Agreement: North Lake Tahoe Fire Protection District	GM Magee	Defensible Space (2021 LTR); Technical Rescues (Confined Space High/Low Trench) 2021	
05/31/2024	Recreation Admin Fund	Finance/Rec./ GM	Staff to bring back with explanation to the Board of what this fund is, and what items roll into it.	
08/06	IVGID Magazine Input for Annual Report	Marketing & Communications		

\*Capital Project Closure Reports