

BEFORE THE COMMISSION FOR COMMON-INTEREST
COMMUNITIES AND CONDOMINIUM HOTELS
STATE OF NEVADA

SHARATH CHANDRA, Administrator,
REAL ESTATE DIVISION, DEPARTMENT
OF BUSINESS AND INDUSTRY, STATE
OF NEVADA,

Petitioner,

vs.

SILVER STATE CONDOMINIUM
OWNERS' ASSOCIATION, INC.
(Entity Number C5957-1985),

Respondents.

Case No. 2024-106

FILED

MAY 29 2025

NEVADA COMMISSION FOR
COMMON INTEREST COMMUNITIES
AND CONDOMINIUM HOTELS

mgallo

AMENDED RESPONSE TO COMPLAINT FOR DISCIPLINARY ACTION

Respondent, Silver State Condominium Owners' Association, Inc., ("Respondent" or "Association"), by and through its attorneys, Sophie A. Karadanis, Esq., of Leach Kern Gruchow Song, hereby submits its amended respond to the Commission's Complaint for Disciplinary Action ("Complaint") filed October 29, 2024.

JURISDICTION AND NOTICE

Respondent admits the allegations contained in the preliminary paragraph.

FACTUAL ALLEGATIONS

1. Answering Paragraph 1 of the Complaint, Respondent admits

2. Answering Paragraph 2 of the Complaint, Respondent admits.

3. Answering Paragraph 3 of the Complaint, Respondent generally admits the factual allegations, but as to the deadline to respond, Respondent asserts that on March 4, 2024, the Division granted the Association an extension of time to April 1, 2024, to respond to the Division's letter. See EXHIBIT 1.

4. Answering Paragraph 4 of the Complaint, Respondent admits.

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A. Inconsistent 2022 Budget / Financial Information Provided to Unit Owners

5. Answering Paragraph 5 of the Complaint, Respondent admits that the 2022 budget to actual financial information was different than what was presented in the approved and ratified budget. Respondent alleges, however, that the intention was to use the ratified budget, but that it appears items were erroneously not inserted into the management company software which resulted in the 2022 Budget Comparison reports to have incorrect results. The actual expenses were correctly identified in the Budget Comparison and no harm was caused to the Association for this inadvertent error.

6. Answering Paragraph 6 of the Complaint, Respondent admits.

7. Answering Paragraph 7 of the Complaint, Respondent admits to the inconsistencies in the 2022 Budget Comparison set forth in subparagraphs (a) through (h) but confirms that the budget information that was entered into the system matched the ratified budget, lending further support that the information entered was a clerical error.

B. Use of Unlicensed Vendor

8. Answering Paragraph 8 of the Complaint, Respondent admits.

9. Answering Paragraph 9 of the Complaint, Respondent admits.

10. Answering Paragraph 10 of the Complaint, Respondent admits.

11. Answering Paragraph 11 of the Complaint, Respondent admits.

12. Answering Paragraph 12 of the Complaint, Respondent admits.

13. Answering Paragraph 13 of the Complaint, Respondent admits.

14. Answering Paragraph 14 of the Complaint, Respondent admits.

15. Answering Paragraph 15 of the Complaint, Respondent admits Felix Torres was not registered with the Nevada Secretary of State at the time the work was performed. Respondent is unable to respond to the remaining allegations in this paragraph as the documents referenced do not appear to pertain to this allegation.

16. Answering Paragraph 16 of the Complaint, Respondent admits Felix Torres was not licensed with the Nevada State Contractors Board.

C. Inaccurate Reflections in its Accounting Procedures and Failure to Adequately Fund the Reserves

17. Answering Paragraph 17 of the Complaint, Respondent admits.

18. Answering Paragraph 18 of the Complaint, Respondent admits.

19. Answering Paragraph 19 of the Complaint, Respondent admits.

20. Answering Paragraph 20 of the Complaint, Respondent admits.

21. Answering Paragraph 21 of the Complaint, Respondent admits.

22. Answering Paragraph 22 of the Complaint, Respondent admits.

23. Answering Paragraph 23 of the Complaint, Respondent admits.

24. Answering Paragraph 24 of the Complaint, Respondent admits. However, Respondent asserts that there was a catastrophic fire that seriously impacted the Association's funding of the reserve account. First, there was a threat of litigation by a contractor over a contract dispute where the Association could potentially be held liable for almost \$400,000.00. Second, the Association's insurance premium for 2023-2024 (starting in May) went from \$30,000 to approximately \$100,000. The Association incorporated the increased insurance premium into the 2024 budget which resulted in a substantially higher monthly assessment. The monthly assessments for a 2-bedroom condominium went from \$223.12 per month in 2023 to \$286.73 per month in 2024. The monthly assessment for a 3-bedroom condominium went from \$263.72 per month in 2023 to \$338.90 per month in 2024.

D. Failure to inform the Division Regarding Changes to its Management Company

25. Answering Paragraph 25 of the Complaint, Respondent admits it erroneously attached the wrong document to its response and that it mistakenly did not submit Form 623.

26. Answering Paragraph 26 of the Complaint, Respondent admits it erroneously attached the wrong document to its response and that it mistakenly did not submit Form 623.

27. Answering Paragraph 27 of the Complaint, Respondent admits that Form 623 (NRED 000141) states it was received by the Division on July 18, 2024. Respondent further alleges that the Form 623 it had as part of its records when submitting its response, indicated that the form

1 was signed by the community manager on January 26, 2024 (NRED 000142), and it was believed
2 at that time that the Community Manager had submitted it.

3 **E. Failure to Cooperate with the Division and Impeded or Otherwise**
4 **Interfered with its Investigation.**

5 28. Answering Paragraph 24 of the Complaint, Respondent responds as follows:

6 a. Respondent admits that it did not provide responsive documents to this
7 request. Respondent alleges that the basis for not providing the requested documents was
8 Respondent's incorrect belief that the Division had mistakenly identified the request pertaining to
9 Western Nevada Management since that company had not managed the Association for years.
10 Respondent recognizes it was in error. Respondent intended to supplement its response but
11 unfortunately failed to do so. However, in response to the request, the Meeting Minutes are
12 attached as EXHIBIT 2 and copies of the most recent (2021-2022) Western Nevada Management
13 contract is attached as EXHIBIT 3.

14 b. Respondent admits that it did not provide responsive documents to this
15 request. Respondent's counsel alleges there was a misunderstanding regarding the existence of
16 these payments and as a result, the response was in error. Respondent further alleges that the
17 invoice was properly coded to be withdrawn from the reserve account, but for reasons unknown,
18 the prior management company, Western Nevada Management, incorrectly paid King Bee
19 Construction from the operating account instead. Attached as EXHIBIT 4 is a copy of the invoice.
20 Because of the length of time that has passed, the Respondent cannot opine as to why this was
21 done. However, the Association has engaged a new management company to ensure payments
22 are properly taken from the reserves, if applicable, in the future.

23 c. Respondent admits that it did not provide the 2022 and 2023 audits because
24 they were not available at the time. Respondent was in error for not supplementing its response.
25 The 2022 audit is attached as EXHIBIT 5. The 2023 Audit is attached as EXHIBIT 6.
26 Additionally, as evidence that the Association has taken affirmative steps to correct this issue,
27 attached as EXHIBIT 7 is a signed engagement letter with its CPA, Jackson & Jackson, to complete
28 the 2024 Audit.

d. Respondent admits that it did not properly address the financial information requested. Respondent further alleges that it mistakenly reviewed and referred to the incorrect financial information when providing its response and as a result, reference is made to Respondent's Response which states: "Please provide the version of the budget to which you refer and explain from whom and in what context it was obtained, so we may better address this allegation. However, based on my review of the proposed and ratified budgets, this claim is without merit." NAC 00427. As such, it is clear Respondent's counsel erroneously thought the inquiry was comparing the proposed budget to the ratified budget, which is why Respondent responded the way it did. The Division did not provide the Association the documents to which it referred and the Association's inaccurate response and position was in error due to it referring to the wrong documents. Respondent further alleges, following a review of the correct documents, that it appears the management company software resulted in the 2022 Budget Comparison reports to have incorrect results and because what was entered into the system matched the ratified budget, it appears that the information entered was a clerical error.

29. Answering Paragraph 29 of the complaint, Respondent admits.

30. Answering Paragraph 30 of the complaint, Respondent admits.

VIOLATIONS OF LAW

31. Answering Paragraph 31 of the Complaint, Violation #1, Respondent admits its violation of NRS 116.3103(1), through its fiduciary shortcomings when it failed to provide accurate information to the unit owners and to the Division, failed to fund the daily operation of the Association adequately, and/or make adjustments to its funding plan.

32. Answering Paragraph 32 of the Complaint, Violation #2, Respondent admits its violation of NRS 116.3108(6) (as there were no Meeting Minutes to support the Board was proceeding in a legitimate manner to complete the roof work repair)

33. Answering Paragraph 33 of the Complaint, Violation #3, Respondent admits its violation of NRS 116.3115(1), failure to accurately reflect the "Due-To" from the Operating Account to the Reserves Account for proper accounting procedures to be met.

34. Answering Paragraph 34 of the Complaint, Violation #4 – Respondent admits its

1 violation of NRS 116.3115(2)(b), failing to adequately fund its Reserves and maintain its budget
2 in accordance with the Reserve Study.

3 35. Answering Paragraph 35 of the Complaint, Violation #5, Respondent admits its
4 violation of NRS 116.3115(1), failure to create, retain and/or maintain proper and accurate record
5 keeping.

6 36. Answering Paragraph 36 of the Complaint, Violation #6, Respondent admits its
7 violation of NRS 116.3115(1)(b), failure to adequately fund the Reserves as indicated by the
8 Reserve Studies.

9 37. Answering Paragraph 37 of the Complaint, Violation #7, Respondent admits its
10 violation of NRS 116.3115(1)(c), failure, at least annually, to make adjustments to its funding
11 plan necessary to provide adequate funding for the required reserves.

12 38. Answering Paragraph 38 of the Complaint, Violation #8, Respondent admits its
13 violation of NRS 116.31175(2), failure to make available to the Division its books and records.

14 39. Answering Paragraph 39 of the Complaint, Violation #9, Respondent admits its
15 violation of NAC 116.385(2), failure to report changes to its community management company to
16 the Division within thirty days.

17 40. Answering Paragraph 40 of the Complaint, Violation #10, Respondent admits to a
18 violation of NAC 116.405(5), by not complying with the Division's requests to provide
19 information or documents. Respondent further alleges that Respondent's lack of response was not
20 intentionally misleading but negligence on its part by not following up and providing responsive
21 information.

22 41. Answering Paragraph 41 of the Complaint, Violation #11, Respondent admits a
23 violation of NAC 116.405(5), by not providing information regarding the payments to King Bee
24 Construction. Respondent further alleges that Respondent's lack of response was not intentionally
25 misleading but negligence on its part by not following up and providing responsive information.

26 42. Answering Paragraph 42 of the Complaint, Violation #12, Respondent admits its
27 violation of NAC 116.405(8)(d), failure to obtain at least three bids from reputable vendors with
28 proper licensing prior to the roof repair work.

1 43. Answering Paragraph 43 of the Complaint, Violation #13, Respondent admits its
2 violation of NAC 116.405(8)(g), lacking its duties when it failed to maintain current, accurate
3 and/or properly documented financial records.

4 44. Answering Paragraph 44 of the Complaint, Violation #14, Respondent admits its
5 violation of NAC 116.405(8)(i), failure to demonstrate any established policies and procedures
6 designed to provide reasonable assurances in the reliability of its financial reporting.

7 45. Answering Paragraph 45 of the Complaint, Violation #15, Respondent admits its
8 violation of NAC 116.405(8)(k), failure to make the requested financial records of the Association
9 available for inspection by the Division.

10 46. Answering Paragraph 46 of the Complaint, Violation #16, Respondent admits its
11 violation of NAC 116.415, failure to have proper recordkeeping and regularly transferring
12 reserves.

13 **DISCIPLINE AUTHORIZED**

14 With respect to the “Discipline Authorized,” Respondent acknowledges that the
15 Commission has the authority to impose sanctions set forth therein.

16 **LIST OF WITNESSES**

17 It is Respondent’s understanding that the Hearing scheduled for June 10-12, 2025 is
18 uncontested and that the Division will be recommending to move this case toward a status check.
19 As such, witness testimony is not anticipated at the Hearing.. However, in an abundance of caution,
20 Respondent identifies the following potential list of witness:
21

- 22 1. Christina Pitch, Compliance Audit Investigator
23 State of Nevada Department of Business and Industry
24 Real Estate Division
25 3300 West Sahara Avenue, Suite 350
26 Las Vegas, NV 89102

27 Relevance of Testimony: Ms. Pitch will testify as to the investigation conducted and the
28 information included and not included in the review by the Division. Ms. Pitch will review the

exhibits provided with the Response and detail the conclusions reached by the Division.

2. Kevin J. Berg
Associa Sierra North
10509 Professional Circle, Suite 200
Reno, NV 89521

Relevance of Testimony: Mr. Berg will address the exhibits included in this Response and provide relevant testimony regarding the allegations made by the Division.

3. Paige Boesen
Associa Sierra North
10509 Professional Circle, Suite 200
Reno, NV 89521

Relevance of Testimony: Ms. Boesen will address the exhibits included in this Response and provide relevant testimony regarding the allegations made by the Division.

4. Larry Kain
c/o Leach Kern Gruchow Song
5421 Kietzke Lane, Suite 200
Reno, NV 89511

Relevance of Testimony: Mr. Kain is a board member and will address the exhibits included in this Response and provide relevant testimony regarding the allegations made by the Division.

5. Rick Mayer
c/o Leach Kern Gruchow Song
5421 Kietzke Lane, Suite 200
Reno, NV 89511

Relevance of Testimony: Mr. Mayer is a board member and will address the exhibits included in this Response and provide relevant testimony regarding the allegations made by the Division.

6. Respondent reserves the right to call other witnesses regarding this matter, including any Respondent or other individual with relevant information.

PROPOSED RESOLUTION/SETTLEMENT

A. Background Information

The Commission agreed to continue the disciplinary hearing for this case because additional time was needed for the Association to work with its reserve study specialist to obtain an updated reserve study and funding plan and adopt an updated budget. The Association's reserve study specialist required evaluations of various components of the common elements in order to complete her updated reserve study and proposed funding plan. The Association retained Seth Padovan, LLC, in December 2024 to complete the necessary evaluations of the roofs, siding, trim, paint, asphalt, sewer system and infrastructure, in order to determine the overall condition of each component, the quantities recommended long and/or short-term maintenance, treatment frequency and the estimated probable costs for maintenance of each component. Due to reasons outside the Association's control, he did not complete his report until March 25, 2025. Attached as EXHIBIT 8 is a copy of Padovan's report. EXHIBIT 9 is the corresponding roof survey completed by Sandbell Engineering that is referenced in Padovan's report.

The Association's Reserve Study Specialist, Better Reserve Consultants, completed an updated reserve study and funding plan which is attached as EXHIBIT 10.

B. Inconsistent financial information reported.

The Board and management have been advised of the importance of ensuring the accuracy of all financial information. The Board recognizes that errors were made when its then-management company failed to input all correct information into the software causing inconsistencies and incorrect information in the 2022 budget to actual financials. While the actual expenses were accurately represented, and there was no real harm to the Association, the Association is cognizant that all financial information should be accurate. To address and resolve the errors and inaccuracies by the former management company, the Association engaged a new management company, Equus, in February 2023. The Association has since engaged Associa

1 Sierra North 2024, which is its current management company, which it believes will assist with
2 ensuring accurate financial reporting.

3 *C. Unlicensed vendors.*

4 The Board and management are informed and committed to following its standard
5 procedures when retaining vendors, which includes obtaining bids, confirming on the Nevada State
6 Contractor's Board website that a particular vendor is properly licensed prior to entering into any
7 contract, approving of a vendor at a properly noticed meeting, and obtaining evidence of the
8 contractor's general liability insurance and workers compensation insurance.
9

10 The violation identified in the Complaint was a singular and unique circumstance outside
11 the normal course and the work was done without prior approval by the Board. A unit owner's
12 listing agent coordinated the roof repairs with the unlicensed vendor so they could be completed
13 on an expedited basis so escrow could close. The listing agent passed Mr. Torres's invoice to the
14 Association and the Association ended up paying the invoice only because Mr. Torres was
15 threatening litigation. There have been no further incidents either before or after Mr. Torres,
16 wherein the Association engaged a vendor that did not have the proper license.
17

18 *D. Accounting Procedures and Funding the Reserves.*

19 On December 21, 2021, there was a catastrophic fire that impacted three Units. This fire
20 caused least two significant consequences that impacted the Associations funding of the Reserve
21 account. Due to the fire, the Association's insurance premium for 2023-2024 (starting in May)
22 went from \$30,000 to approximately \$100,000. The insurance premium needed to be paid in full
23 by September 2023. The Association was only able to meet this deadline by a combination of using
24 excess cash from the Association's operating account and suspending transfers to
25 reserves. Thereafter, the Association incorporated the increased insurance premium into the 2024
26 budget which resulted in a substantially higher monthly assessment. The monthly assessments for
27
28

1 a 2-bedroom condominium went from \$223.12 per month in 2023 to \$286.73 per month in 2024.
2 The monthly assessment for a 3-bedroom condominium went from \$263.72 per month in 2023 to
3 \$338.90 per month in 2024.

4 Additionally, when the Association opened a claim with its insurance company, Protocol
5 Insurance Services, for the fire damage, the Association entered into a contract with CRBR for the
6 demolition work. A dispute arose by and between the Association and CRBR regarding the agreed-
7 upon scope of work. There was a serious threat of litigation that CRBR was going to pursue a
8 breach of contract claim and seek expectation damages, being the available insurance proceeds,
9 which totaled almost \$400,000. If a monetary judgment was awarded against the Association, that
10 would have required a large special assessment to the membership. It would have been a significant
11 financial burden on the members if they were faced with not only a reserve assessment but also a
12 special assessment to satisfy a money judgment.
13

14 For these reasons, the Board determined to forgo a reserve assessment in 2023, in order to
15 cushion the financial shock to owners.
16

17 In addition, in 2021 to 2022, the Association had significant expenses related to water leak
18 issues throughout the community and expenses related to the fire and related reconstruction. In
19 2021, expenses relating to building repairs and related legal fees totaled \$23,433.86. In 2022,
20 expenses relating to building repairs and related legal expenses totaled \$33,548.59. These
21 extraordinary expenses negatively impacted the Association's financial condition.
22

23 **Audits:** The Board and management have been advised of the importance of ensuring that
24 the annual audits are completed in a timely manner in accordance with law. As such, the
25 Association submits that it has engaged its CPA to complete the 2024 Audit. See EXHIBIT 7,
26 signed engagement letter with Jackson and Jackson, CPAs. As part of a settlement, the Association
27 is prepared to supply future audits upon receipt for to the Division or Commission on a regular
28

basis, as determined by the Commission.

Budget and Reserve Funding: Enclosed for the Commission’s review as EXHIBIT 10 is the Association’s updated Reserve Study. NRS 116.3115(2) provides, in pertinent part, as follows (emphasis added):

(b) The association shall establish adequate reserves, funded on a reasonable basis, for the repair, replacement and restoration of the major components of the common elements and any other portion of the common-interest community that the association is obligated to maintain, repair, replace or restore. . . The association may comply with the provisions of this paragraph through a funding plan that is designed to allocate the costs for the repair, replacement and restoration of the major components of the common elements and any other portion of the common-interest community that the association is obligated to maintain, repair, replace or restore over a period of years if the funding plan is designed in an actuarially sound manner which will ensure that sufficient money is available when the repair, replacement and restoration of the major components of the common elements or any other portion of the common-interest community that the association is obligated to maintain, repair, replace or restore are necessary. . .

Based on the express language of the statute, an association with an underfunded reserve account is in compliance with the law, if the association’s board has adopted a “funding plan” that is “designed in an actuarially sound manner which will ensure that sufficient money is available when the repair, replacement, and restoration of the major components of the common elements . . . are necessary.” The objective of a funding plan is to: (a) adequately fund the reserve account, (b) address the current “due to/from” financial accounting entry, (c) address the scheduled reserve study expenditures, and (d) comply with the maximum annual assessment increases permitted by the Declaration.

The funding plan is based on the Association’s current financial position. A snippet of the proposed Funding Plan in the 2026 Full Reserve Study is below:

Recommended Reserve Contribution

Year Funded	Beginning of Year Balance	Spc Rsv Assessmt	Annual Transfer	Member Mo Pmt	Annual Expenditures	Interest Earned	Income Tax	End of Year Balance	% Funded	Fully Funded (100%)
2025	\$171,511.78	\$130,100.00	\$84,677.00	\$98.01	\$194,294.86	\$1,715.00	\$514.50	\$193,194.42	10.14	\$1,904,546.98
2026	\$193,194.42	\$345,600.00	\$100,000.00	\$115.74	\$438,926.26	\$1,932.00	\$579.60	\$201,220.56	12.14	\$1,658,073.52
2027	\$201,220.56	\$345,600.00	\$110,000.00	\$127.31	\$128,307.37	\$2,012.00	\$603.60	\$529,921.59	30.86	\$1,717,145.90
2028	\$529,921.59	\$345,600.00	\$130,000.00	\$150.46	\$140,352.06	\$5,299.00	\$1,589.70	\$868,878.83	49.13	\$1,768,568.95
2029	\$868,878.83	\$345,600.00	\$150,000.00	\$173.61	\$153,172.74	\$8,689.00	\$2,606.70	\$1,217,388.39	67.20	\$1,811,657.75
2030	\$1,217,388.39	\$129,700.00	\$170,000.00	\$196.76	\$488,156.24	\$12,174.00	\$3,652.20	\$1,037,453.95	67.52	\$1,536,577.29
2031	\$1,037,453.95	\$0.00	\$190,000.00	\$219.91	\$156,948.61	\$10,375.00	\$3,112.50	\$1,077,767.84	67.86	\$1,588,218.62
2032	\$1,077,767.84	\$0.00	\$210,000.00	\$243.06	\$20,415.91	\$10,778.00	\$3,233.40	\$1,274,896.53	71.78	\$1,776,239.26

The Association's proposed funding plan, as recommended by the Reserve Study Specialist, will bring the Association's reserve account to over 70% funded by the year 2032, and will require special reserve assessments for the years 2025-2030. A meeting to approve the 2026 Full Reserve Study and Special Reserve Assessment is scheduled for June 9, 2025.

The Association believes that if the Commission accepts this funding plan, the Association will be in compliance with NRS 116.3115(2).

AFFIRMATION

Pursuant to NRS 239B.030 and 603A.040, the undersigned does hereby affirm that the *Amended Response to Complaint for Disciplinary Action*, filed in the above-entitled case (Case No. 2024-106 does not contain the social security number of any person.

DATED this 29th day of May, 2025.

LEACH KERN GRUCHOW SONG

By: /s/ Sophie A. Karadanis, Esq.
SOPHIE A. KARADANIS, ESQ.
Nevada Bar No. 12006
5421 Kietzke Lane, Ste. 200
Reno, Nevada 89511
Tel: (775) 324-5930
Fax: (775) 324-6173
E-mail: skaradanis@lkglawfirm.com

LEACH KERN GRUCHOW SONG
5421 Kietzke Lane, Suite 200, Reno, Nevada 89511
Telephone: (775) 324-5930 – Facsimile (775) 324-6173

CERTIFICATE OF SERVICE

Pursuant to NRCF 5(b), the undersigned, an employee of LEACH KERN GRUCHOW SONG, hereby certified that on 29th of May, 2025, she served a true and correct copy of the foregoing, AMENDED RESPONSE TO COMPLAINT FOR DISCIPLINARY ACTION, by:

_____ Depositing for mailing, in a sealed envelope, U.S. postage prepaid, at Reno, Nevada

_____ Personal Delivery

_____ Facsimile

_____ Federal Express/Airborne Express/Other Overnight Delivery

_____ Reno Messenger Service

 x Electronic Service – via E-Mail

Addressed as follows:

Aaron D. Ford, Esq.
Attorney General
Christal P. Keegan, Esq.
Deputy Attorney General
5420 Kietzke Lane, Suit 202
Reno, NV 89511
Via Email: ckeegan@ag.nv.gov

Maria Gallo, Commission Coordinator
Common-Interest Communities
and Condominium Hotels
3300 W. Sahara Avenue, Suite 350
Las Vegas, NV 89102
Via Email: mgallo@red.nv.gov

/s/ Michelle Goodell
MICHELLE GOODELL

EXHIBIT INDEX

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4	King Bee Construction Invoice	1
5	2022 Final Audit	16
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10	2026 Reserve Study	43