CARSON CITY CONSOLIDATED MUNICIPALITY
NOTICE OF THE MEETING OF THE
BOARD OF SUPERVISORS AND REDEVELOPMENT AUTHORITY AND BOARD OF HEALTH

Day: Thursday
Date: June 5, 2025
Time: Beginning at 8:30 am
Location: Community Center, Robert "Bob" Crowell Board Room
851 East William Street
Carson City, NV 89701

AGENDA

NOTICE TO THE PUBLIC:
Members of the public who wish to view the meeting may watch the livestream of the Board of Supervisors and Redevelopment Authority and Board of Health meeting at www.carson.org/granicus and by clicking on "In progress" next to the meeting date, or by tuning in to cable channel 191. Livestream of the meeting is provided solely as a courtesy and convenience to the public. Carson City does not give any assurance or guarantee that the livestream or cable channel access will be reliable. Although all reasonable efforts will be made to provide livestream, unanticipated technical difficulties beyond the control of City staff may delay, interrupt, or render unavailable continuous livestream capability.

The public may provide public comment in advance of a meeting by written submission to the following email address: publiccomment@carson.org. For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting. Public comment during a meeting is limited to three minutes for each speaker.

1. Call to Order - Redevelopment Authority

2. Roll Call

3. Pledge of Allegiance

4. Invocation - Gavin Jarvis, Living Stones

5. Public Comment:**
The public is invited at this time to provide comment on any topic that relates to a matter over which this public body has supervision, control, jurisdiction or advisory power, including any such matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised during this period for public comment.

6. For Possible Action: Approval of Minutes

6.a May 1, 2025
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7. Community Development

7.a For Possible Action: Discussion and possible action regarding a recommendation to the Board of Supervisors ("Board") concerning the expenditure of $1,700,000 from the Fiscal Year ("FY") 2025 Redevelopment Revolving Fund to finance design work and associated costs related to the Carson City Courthouse located at 855 East Musser Street. (Hope Sullivan, hsullivan@carson.org)
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8. Public Comment:**
The public is invited at this time to comment on any matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised under this item of the agenda.

9. For Possible Action: To Adjourn as the Redevelopment Authority

Board of Supervisors

10. Call to Order - Board of Supervisors

11. Roll Call

12. Public Comment:**
The public is invited at this time to provide comment on any topic that relates to a matter over which this public body has supervision, control, jurisdiction or advisory power, including any such matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised during this period for public comment.

13. For Possible Action: Approval of Minutes

13.a May 1, 2025
Click Here for Staff Report

14. Special Presentations

14.a Presentation of a Letter of Commendation from the Carson City Fire Chief to Iris Ibarra Montes. (Sean Slamon, SSlamon@carson.org)
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14.b Presentation of a proclamation recognizing June 2025 as National Pollinator Month.
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14.c Presentation of a proclamation recognizing June 5, 2025 as Mayors' Monarch Pledge Day.
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Consent Agenda

All matters listed under the consent agenda are considered routine and may be acted upon by the Board of Supervisors with one action and without an extensive hearing. Any member of the Board may request that an item be taken from the consent agenda, discussed and acted upon separately during this meeting. The Mayor, or the Mayor Pro-Tem, retains discretion in deciding whether or not an item will be pulled off the consent agenda.

15. City Manager

15.a For Possible Action: Discussion and possible action regarding authorization for the City Manager and the District Attorney's Office to pursue a settlement of all claims made by Rose Whitson against Carson City arising from a personal injury matter in an amount not to exceed $150,000. (Nancy Paulson, npaulson@carson.org)
Click Here for Staff Report

16. Finance

16.a For Possible Action: Discussion and possible action regarding the report on the condition of each fund in the treasury and the statements of receipts and expenditures through May 23, 2025, per NRS 251.030 and NRS 354.290. (Sheri Russell-Benabou, srussell@carson.org)
Click Here for Staff Report

17. Purchasing and Contracts

17.a For Possible Action: Discussion and possible action regarding Contract No. 26300035 ("Contract") for Cannon Cochran Management Services, Inc. ("CCMSI") to serve as the third-party administrator for Carson City's self-insured workers' compensation claims through Fiscal Year ("FY") 2028 for a total amount not to exceed $137,053.00. (Jill Valdez, JValdez@carson.org)
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17.b For Possible Action: Discussion and possible action regarding (1) authorization to purchase vaccines utilizing joinder contracts ("Joinder Contracts") MMS2000294 (expiring October 31, 2025) and MMS2200727 (expiring December 31, 2025) between MMCAP Infuse and Sanofi Pasteur Inc. ("Sanofi"), for a not to exceed amount of $63,069 during Fiscal Year ("FY") 2026; and (2) authorization to continue purchasing vaccines under the Joinder Contracts after their expiration if they are renewed without substantive changes to their terms. (Carol Akers, cakers@carson.org and Jeanne Freeman, jmfreeman@carson.org)
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17.c For Possible Action: Discussion and possible action regarding (1) authorization to purchase vaccines utilizing joinder contracts ("Joinder Contracts") MMS2200724 (expiring December 31, 2025) and MMS2000177 (expiring October 31, 2025) between MMCAP Infuse and GlaxoSmithKline LLC ("GSK"), for a not to exceed amount of $66,680 during Fiscal Year ("FY") 2026; and (2) authorization to continue purchasing vaccines under the Joinder Contracts after their expiration if they are renewed without substantive changes to their terms. (Carol Akers, cakers@carson.org and Jeanne Freeman, jmfreeman@carson.org)
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17.d For Possible Action: Discussion and possible action regarding a proposed amendment expanding the scope of Carson City's existing contract with Bryx, Inc. ("Bryx") to provide the necessary equipment, software and support for a station alerting system for the Carson City Fire Department's ("CCFD") new Station 55, for an amount not to exceed $46,275 for installation, including one year of service and a recurring annual amount of $2,500, subject to consumer price index adjustments. (Carol Akers,

cakers@carson.org and Darren Anderson, danderson@carson.org)
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17.e For Possible Action: Discussion and possible action regarding authority to purchase emergency medical equipment and supplies for the Carson City Fire Department ("CCFD") utilizing joinder contract 2021002973 ("Joinder Contract") between Henry Schein, Inc. and the Regents of the University of California for a not to exceed amount of $60,000, through June 30, 2026. (Carol Akers, cakers@carson.org and Sean Slamon, sslamon@carson.org)
Click Here for Staff Report

17.f For Possible Action: Discussion and possible action regarding authority to purchase personal protective equipment ("PPE"), including turnouts, and other safety equipment for the Carson City Fire Department ("CCFD") utilizing joinder contracts PS20015 and PS20060 between the League of Oregon Cities and L.N. Curtis & Sons, through March 26, 2026, for a total not to exceed amount of $150,000. (Carol Akers, cakers@carson.org and Sean Slamon, sslamon@carson.org)
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17.g For Possible Action: Discussion and possible action regarding authority to purchase emergency medical equipment and supplies for the Carson City Fire Department ("CCFD") utilizing joinder contract PS23120 ("Joinder Contract") between the League of Oregon Cities and Life-Assist, Inc. for a not to exceed amount of $100,000, through June 30, 2026. (Carol Akers, cakers@carson.org and Sean Slamon, sslamon@carson.org)
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17.h For Possible Action: Discussion and possible action regarding authorization to purchase furniture for the Carson City Information Technology Department ("CCIT") for installation at the new Fire Station and Emergency Operations Center Facility located on Butti Way ("Facility") utilizing joinder contract 99SWC-NV25-22909 between the State of Nevada and KAHL Commercial Interiors LLC ("Joinder Contract"), for a not to exceed amount of $95,160.72. (Carol Akers, cakers@carson.org and Darren Anderson, danderson@carson.org)
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17.i For Possible Action: Discussion and possible action regarding Contract No. 25300374 for Tate Snyder Kimsey Architects LTD., dba TSK Architects ("TSK"), to provide design and construction support services for the Courthouse Renovation Project ("Project") for an amount not to exceed $1,519,000.00. (Carol Akers, cakers@carson.org and Darren Anderson, danderson@carson.org)
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18. Fire

18.a For Possible Action: Discussion and possible action regarding two Federal Fiscal Year ("FFY") 2025 Homeland Security Grant Program ("HSGP") applications seeking (1) $98,000 in federal grant funds, with no local match requirement, to purchase a SCBA air tank compressor for Carson City Fire Department ("CCFD") Station 55; (2) $300,528 in federal grant funds, with no local match requirement, to purchase mobile

Hostile Vehicle Mitigation ("HVM") systems; and (3) authorization for the Mayor to accept the FFY 2025 HSGP grants, if awarded. (Jon Bakkedahl, jbakkedahl@carson.org)
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19. Sheriff

19.a For Possible Action: Discussion and possible action regarding an interlocal agreement and standard operating procedures between the Washoe Tribe of Nevada and California ("Washoe Tribe") and Carson City for mutual aid and response between the Washoe Tribe law enforcement officers and the Carson City Sheriff's Office ("CCSO") for a term beginning retroactively on September 1, 2024, and expiring on June 30, 2027, for the interlocal agreement, and beginning on June 5, 2025, and continuing until amended or terminated for the standard operating procedures, with each party bearing their own costs. (Ken Furlong, kfurlong@carson.org)
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20. Treasurer

20.a For Possible Action: Discussion and possible action regarding fines and late fees from unpaid parking violations issued pursuant to Carson City Municipal Code ("CCMC") Chapter 10.24 by the Code Enforcement Division of the Carson City Community Development Department for Fiscal Years ("FY") 2010 to 2024 in the amount of $113,405.00, including a request to waive those fines and late fees. (Andrew Rasor, arasor@carson.org)
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(End of Consent Agenda)

Ordinances, Resolutions, and Other Items

21. Item(s) pulled from the Consent Agenda will be heard at this time.

22. City Manager

22.a For Discussion Only: Discussion and presentation by Nevadaworks, an organization that provides assistance to job seekers and employers in the Northern Nevada workforce, on the various services it offers. (Nancy Paulson, npaulson@carson.org)
Click Here for Staff Report

22.b For Possible Action: Discussion and possible action on a report concerning the 83rd (2025) Session of the Nevada Legislature, including updates on the status of any legislation that may impact Carson City. (Cameron Gresh, cgresh@carson.org and Nancy Paulson, npaulson@carson.org)
Click Here for Staff Report

23. Public Guardian

23.a For Discussion Only: Discussion and presentation of a regular report by the Carson City Public Guardian as an update on the Public Guardian's Office, including caseload, case demographics and a description of the services provided and associated

challenges. (Sandra Doughty, sdoughty@carson.org)
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24. Community Development - Planning

24.a For Possible Action: Discussion and possible action regarding a consideration of complaints, protests and objections, if any, relating to a proposed modification of the plan for the Downtown Neighborhood Improvement District ("DNID") under NRS 271.297 to have Carson City administer the DNID and provide for maintenance of the improvements specified in the plan for the DNID. (Hope Sullivan, hsullivan@carson.org)
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24.b For Possible Action: Discussion and possible action to introduce, on first reading, an ordinance modifying the plan of the Downtown Neighborhood Improvement District ("DNID") to designate Carson City as the administer. (Hope Sullivan, hsullivan@carson.org)
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24.c For Possible Action: Discussion and possible action regarding a proposed resolution ratifying the City Engineer's Fiscal Year ("FY") 2026 amended assessment roll for the South Carson Neighborhood Improvement District ("SCNID"), confirming the SCNID amended assessment roll, dispensing with complaints, protests and objections to the assessment roll, determining that no deferments for hardships are warranted, and authorizing Carson City staff to give notice of the assessment and take any other necessary actions to effectuate the assessment. (Hope Sullivan, hsullivan@carson.org)
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24.d For Possible Action: Discussion and possible action regarding a proposed resolution ratifying the City Engineer's Fiscal Year ("FY") 2026 amended assessment roll for the Downtown Neighborhood Improvement District ("DNID"), confirming the DNID amended assessment roll, dispensing with complaints, protests and objections to the assessment and the assessment roll, determining that no deferments for hardships are warranted and authorizing Carson City staff to give notice of the assessment and take any other necessary actions to effectuate the assessment. (Hope Sullivan, hsullivan@carson.org)
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24.e For Possible Action: Discussion and possible action to introduce, on first reading, an ordinance approving a requested tentative Planned Unit Development ("PUD") (PUD-2025-0066), including (1) an amendment to the zoning map to change the use districts of the property from Multifamily Apartment ("MFA") and Public Regional ("PR") to MFA-PUD; and (2) approval of a tentative subdivision map that would create 240 single family townhome residences with a minimum lot size of 985 square feet and approximately 8.17 acres of common area on a site approximately 22.08 acres in size located to the north and west of Morgan Mill Road, Assessor's Parcel Numbers ("APNs") 008-522-36 and 008-522-38. (Heather Manzo, hmanzo@carson.org)
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24.f For Possible Action: Discussion and possible action regarding an application (AB-

2025-0089) from Carson City Community Counseling Center ("Applicant") for the abandonment of a portion of South Pratt Avenue, a public right-of-way, totaling approximately 1,680 square feet which is an 8 foot wide by 210 foot long strip of land that lies along S Pratt Avenue between E 2nd Street and E 5th Street adjacent to 229 S Pratt Avenue, 0 S Pratt Avenue and 221 S Pratt Avenue, Assessor's Parcel Numbers ("APNs") 004-092-29, 004-092-30 and 004-092-31. (Heather Manzo, hmanzo@carson.org)
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24.g For Possible Action: Discussion and possible action regarding an application (AB-2025-0111) from Steve Thomsen - Capitol Homebuilders, LLC, for the abandonment of a portion of Monitor Peak Street, a public right-of-way, totaling approximately 5,347 square feet which is the easterly 105 lineal feet of the termination of Monitor Peak Street adjacent to properties located at 239 and 207 Pilot Peak Drive, Assessor's Parcel Numbers ("APNs") 004-415-01 and 004-414-02. (Heather Manzo, hmanzo@carson.org)
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24.h For Possible Action: Discussion and possible action regarding a proposed resolution authorizing the expenditure of $1,700,000 from the Fiscal Year ("FY") 2025 Redevelopment Revolving Fund to finance design work and associated costs related to the Carson City Courthouse located at 855 East Musser Street. (Hope Sullivan, hsullivan@carson.org)

Pursuant to NRS 279.628, this Resolution must be adopted by a two-thirds vote of the Board of Supervisors.
Click Here for Staff Report

25. Health and Human Services

25.a For Possible Action: Discussion and possible action regarding the selection of Carson City's public health priorities for State funding from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("DPBH"), during Fiscal Years ("FY") 2026 and 2027, for a total biennium amount of $257,453.08, and proposed funding distributions among the priorities selected by Carson City. (Jeanne Freeman, JMFreeman@carson.org)
Click Here for Staff Report

26. Human Resources

26.a For Possible Action: Discussion and possible action regarding a proposed City Manager Employment Agreement ("Agreement") between Glen Martel and Carson City, to be effective July 1, 2025, to June 30, 2027, for a starting annual base salary of $228,948.95 for the first year and a 5 percent increase to the base salary on July 1, 2026. (Jeff Coulam, jcoulam@carson.org)
Click Here for Staff Report

27. Board of Supervisors

Non-Action Items:
City Manager Update

Status review of projects
Internal communications and administrative matters
Correspondence to the Board of Supervisors
Status reports and comments from the members of the Board
Staff comments and status report

28. Public Comment:**
The public is invited at this time to provide comment on any topic that relates to a matter over which this public body has supervision, control, jurisdiction or advisory power, including any such matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised during this period for public comment.

29. For Possible Action: To Adjourn as the Board of Supervisors

Board of Health

30. Call to Order - Board of Health

31. Roll Call

32. Public Comment:**
The public is invited at this time to provide comment on any topic that relates to a matter over which this public body has supervision, control, jurisdiction or advisory power, including any such matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised during this period for public comment.

33. For Possible Action: Approval of Minutes

33.a March 6, 2025
Click Here for Staff Report

34. Health and Human Services

34.a For Possible Action: Discussion and possible action regarding a report from Carson City Health Officer ("Health Officer") Dr. Colleen Lyons concerning activities between January 1, 2025, and March 31, 2025. (Jeanne Freeman, jmfreeman@carson.org)
Click Here for Staff Report

34.b For Possible Action: Discussion and possible action regarding a report from Jeanne Freeman, Director of Carson City's Department of Health and Human Services ("CCHHS"), concerning department activities between January 1, 2025, and March 31, 2025, and other ongoing activities. (Jeanne Freeman, jmfreeman@carson.org)
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34.c For Possible Action: Discussion and possible action regarding the Carson City Department of Health and Human Services ("CCHHS") Strategic Plan for 2025-2029. (Jeanne Freeman, jmfreeman@carson.org)

Click Here for Staff Report

34.d For Possible Action: Discussion and possible action regarding the first biannual report for 2025 from Vitality Unlimited, as required by Contract #1718-118 between Carson City and Vitality Unlimited. (Jeanne Freeman, Director, jmfreeman@carson.org)
Click Here for Staff Report

35. Public Comment:**

The public is invited at this time to provide comment on any topic that relates to a matter over which this public body has supervision, control, jurisdiction or advisory power, including any such matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised during this period for public comment.

36. For Possible Action: To Adjourn as the Board of Health

Closed Non-Meeting to Confer with Management Representatives and Counsel:

Following a recess or adjournment, the Carson City Board of Supervisors may gather to meet with its management representatives or to receive information from an attorney employed or retained by the City regarding potential and/or existing litigation involving matters over which the public body has supervision, control, jurisdiction or advisory power and to deliberate toward decisions on the matters.

PUBLIC COMMENT LIMITATIONS - The Mayor and Supervisors meet at various times as different public bodies: the Carson City Board of Supervisors, the Carson City Liquor and Entertainment Board, the Carson City Redevelopment Authority, and the Carson City Board of Health. Each, as called to order, will provide at least two public comment periods in compliance with the minimum requirements of the Open Meeting Law prior to adjournment. No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. **Public comment will be limited to three minutes per speaker to facilitate the efficient conduct of a meeting and to provide reasonable opportunity for comment from all members of the public who wish to speak. Testimony from a person who is directly involved with an item, such as City staff, an applicant or a party to an administrative hearing or appeal, is not considered public comment and is not subject to the three-minute time limitation.

Agenda Management Notice - Items on the agenda may be taken out of order; the public body may combine two or more agenda items for consideration; and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Titles of agenda items are intended to identify specific matters. If you desire detailed information concerning any subject matter itemized within this agenda, you are encouraged to call the responsible agency or the City Manager's Office. You are encouraged to attend this meeting and participate by commenting on any agendized item.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the City Manager's Office in writing at 201 North Carson Street, Carson City, NV, 89701, or by calling (775) 887-2100 at least 24 hours in advance.

To request a copy of the supporting materials for this meeting contact Alexis Philippi aphilippi@carson.org or call (775) 887-2100.

This agenda and backup information are available on the City's website at www.carson.org/agendas and

at the City Manager's Office - City Hall, 201 N. Carson Street, Ste 2, Carson City, Nevada (775) 887-2100.

This notice has been posted at the following locations:
City Hall 201 North Carson Street
Community Center 851 East William Street
www.carson.org/agendas
http://notice.nv.gov

STAFF REPORT

Report To: **Meeting Date:** June 5, 2025

Staff Contact:

Agenda Title: May 1, 2025

Agenda Action: Formal Action / Motion **Time Requested:**

Proposed Motion
I move to approve the minutes for May 1, 2025.

Board's Strategic Goal

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Attachment(s):
05-01-2025 Minutes (RA).pdf

Motion: _____ 1) _____ Aye/Nay
2) _____ _____
_____
_____
_____
_____

_____
(Vote Recorded By)

DRAFT

A regular meeting of the Carson City Redevelopment Authority was scheduled to take place during the Board of Supervisors meeting on Thursday, May 1, 2025, in the Community Center Robert "Bob" Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Lori Bagwell
Vice Chairperson Stacey Giomi
Member Curtis Horton
Member Lisa Schuette
Member Maurice White

STAFF: Nancy Paulson, City Manager
Scott Hoen, Clerk-Recorder
Stephanie Hicks, Deputy City Manager
Dan Yu, Assistant District Attorney
Tamar Warren, Senior Deputy Clerk

NOTE: A recording of these proceedings, the Redevelopment Authority's agenda materials, and any written comments or documentation provided to the Clerk during the meeting are part of the public record. These materials are available for review in the Clerk's Office during regular business hours.

19. CALL TO ORDER – REDEVELOPMENT AUTHORITY

(4:26:17) – Chairperson Bagwell called the Redevelopment Authority meeting to order.

20. ROLL CALL

(4:26:26) – Mr. Hoen called roll and noted the presence of a quorum.

21. PUBLIC COMMENT

(4:26:35) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

22. FOR POSSIBLE ACTION: APPROVAL OF MINUTES

22.a FEBRUARY 6, 2025

(4:26:52) – Chairperson Bagwell introduced the item and entertained member comments and/or corrections, and when none were forthcoming, a motion.

(4:27:00) – Vice Chair Giomi moved to approve the minutes of the February 6, 2025, Redevelopment Authority meeting as presented. The motion was seconded by Member White and carried 5-0-0.

23. FINANCE

23.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION ON THE PROPOSED CARSON CITY REDEVELOPMENT AUTHORITY FISCAL YEAR ("FY") 2026 TENTATIVE BUDGET AND CAPITAL IMPROVEMENT PLAN ("CIP").

(4:27:17) – Chairperson Bagwell introduced the item. Chief Financial Officer Sheri Russell-Benabou reviewed the Redevelopment Authority FY 2026 Tentative Budget and Capital Improvement Program and noted two errors on slide one of the presentation. It should read:

"Property Taxes – Assessed valuation is increasing by 2.3%, the property tax cap is 3.0% on residential and ~~8%~~ 7.1% on commercial property. Property tax revenues are expected to increase by $206,617 (5.0%) for FY 2026."

(4:28:20) – Ms. Russell-Benabou also explained that the services and supplies decrease would end in 2025; however, it is paid by calendar year; therefore, it must be budgeted for the full fiscal year. She also responded to clarifying questions. In response to a question by Chair Bagwell, Parks, Recreation, and Open Space Director Jennifer Budge explained that the park sign request was to replace the deteriorating Community Center sign. Ms. Russell-Benabou also presented the Capital Projects Budget. Ms. Budge stated that the $75,000 request for the Mills Park renovations could be used for Mills Park, and waiting a year for the funds to roll over for the renovations. Discussion ensued regarding the Jump Around Carson (JAC) Transit Center, and Public Works Director Darren Schulz noted that the project was broken up into small phases, with the FY 2026 phase planned for restrooms. He also stated that $50,000 would complete the lighting, restrooms, and ADA improvements and move the remaining $200,000 to the Courthouse project. Ms. Paulson believed that the Clerk-Recorder's office relocation plans were underway, which would move the District Attorney's Office to the first floor. She believed that the new courtrooms would be ready for occupancy by December 2026 and the judges' chambers would be completed by December 2027. Ms. Russell-Benabou also reminded the members that the Final Budget public hearing would take place on May 27, 2025. Chair Bagwell entertained public comments; however, none were forthcoming.

(4:44:26) – Member Schuette moved to approve the proposed Carson City Redevelopment Authority FY 2026 Tentative Budget and CIP, with the changes discussed on the record, and direct staff to implement any changes discussed today and return to this Board with a final budget for adoption at the meeting scheduled for May 27, 2025. The motion was seconded by Vice Chair Giomi.

RESULT:	**APPROVED (4-1-0)**
MOVER:	Member Schuette
SECONDER:	Vice Chair Giomi
AYES:	Members Horton and Schuette, Vice Chair Giomi, and Chair Bagwell
NAYS:	Member White
ABSTENTIONS:	None
ABSENT:	None

DRAFT

24. COMMUNITY DEVELOPMENT

24.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A RECOMMENDATION TO THE BOARD OF SUPERVISORS ("BOARD") CONCERNING THE EXPENDITURE OF $1,922,425 FROM THE FISCAL YEAR ("FY") 2026 REDEVELOPMENT REVOLVING FUND TO SUPPORT VARIOUS EVENTS, INCENTIVES AND CAPITAL IMPROVEMENT PROJECTS AS INCLUDED IN THE FY 2026 REDEVELOPMENT BUDGET AND CAPITAL IMPROVEMENT PLAN.

(4:45:26) – Chairperson Bagwell introduced the item. Community Development Director Hope Sullivan clarified that the budget had been prepared prior to the inclusion of the Courthouse redesign and Courthouse intercom projects. She recommended including the $5.4 million Courthouse redesign/reconfiguration project and the $200,564 intercom system project, removing the $75,000 Mills Park walkway replacement, and reducing the JAC Downtown Transit Center budget from $250,000 to $50,000 for approval by the Board of Supervisors. Vice Chair Giomi was informed by Ms. Russell-Benabou that the new Courthouse budget would be increased to $5,675,000, and $200,564 would be allocated to the intercom system. There were no public comments; therefore, Chair Bagwell entertained a motion.

(5:47:47) – Vice Chair Giomi moved to recommend to the Board of Supervisors approval of the expenditures with the changes read into the record. The motion was seconded by Member Schuette.

RESULT:	**APPROVED (4-1-0)**
MOVER:	Vice Chair Giomi
SECONDER:	Member Schuette
AYES:	Members Horton and Schuette, Vice Chair Giomi, and Chair Bagwell
NAYS:	Member White
ABSTENTIONS:	None
ABSENT:	None

25. PUBLIC COMMENT

(4:48:17) – Chairperson Bagwell entertained final public comments; however, none were forthcoming.

26. FOR POSSIBLE ACTION: TO ADJOURN AS THE REDEVELOPMENT AUTHORITY

(4:48:26) – Chair Bagwell adjourned the Redevelopment Authority meeting at 4:48 p.m.

DRAFT

The Minutes of the May 1, 2025, Carson City Redevelopment Authority meeting are so approved on this 5th day of June, 2025.

_____
LORI BAGWELL, Chair

ATTEST:

_____
WILLIAM SCOTT HOEN, Clerk-Recorder

STAFF REPORT

Report To: Redevelopment Authority **Meeting Date:** June 5, 2025

Staff Contact: Hope Sullivan, AICP, Community Development Director

Agenda Title: For Possible Action: Discussion and possible action regarding a recommendation to the Board of Supervisors ("Board") concerning the expenditure of $1,700,000 from the Fiscal Year ("FY") 2025 Redevelopment Revolving Fund to finance design work and associated costs related to the Carson City Courthouse located at 855 East Musser Street. (Hope Sullivan, hsullivan@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** 5 Minutes

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Proposed Motion
I move to recommend to the Board of Supervisors approval of the expenditures as presented.

Board's Strategic Goal
Efficient Government

Previous Action
May 1, 2025 (Item 24A) - The Redevelopment Authority recommended to the Board of Supervisors approval of the Fiscal Year 2026 Redevelopment Authority Final Budget, which included allocating $5,675,000 for the Courthouse Reconfiguration / Redesign.

Background/Issues & Analysis
NRS 279.628 authorizes the expenditure of money from the Redevelopment Revolving Fund for any expenses necessary or incidental to the carrying out of redevelopment plans and requires any such expenditure to be approved by resolution of the Board of Supervisors.

The purpose of this agenda item is to make a recommendation to the Board to authorize the expenditure of $1,700,000 for design work on the Carson City Courthouse located at 855 East Musser Street. It was anticipated that this work would occur in Fiscal Year 2026. However, it is possible to have the design work commence in Fiscal Year 2025 with a targeted completion date of November 1, 2025.

Applicable Statute, Code, Policy, Rule or Regulation
NRS Chapter 279; Redevelopment Authority Policies and Procedures

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Redevelopment Revolving Fund - Construction Account 6037510-507010: Courthouse Reconfiguration / Redesign (P751025004)

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, $1,700,000 will be transferred from the Redevelopment Undesignated Projects account to the project in FY 2025. This will leave the Redevelopment Undesignated Projects account, Re-Estimated amount in FY 2025 with a balance of $486,602.

Munis currently shows a higher Undesignated balance in the revised budget, but for the final re-estimated FY 2025 budget, the City let $3,752,988 fall to ending fund balance, so FY 2026 beginning fund balance included the $3,752,988, which was the amount needed to fund the approved FY 2026 Capital Plan. This left an undesignated amount of $2,186,602 in FY 2025.

Alternatives

Do not recommend some or all of the expenditure to the Board for approval and/or modify some or all of the expenditure amounts for recommendation to the Board for approval.

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

STAFF REPORT

Report To: **Meeting Date:** June 5, 2025

Staff Contact:

Agenda Title: May 1, 2025

Agenda Action: Formal Action / Motion **Time Requested:**

Proposed Motion
I move to approve the minutes for May 1, 2025.

Board's Strategic Goal

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Attachment(s):
05-01-2025 Minutes (BOS-RA).pdf

Motion: _____ 1) _____ Aye/Nay
2) _____ _____
_____
_____
_____
_____

_____
(Vote Recorded By)

DRAFT

A regular meeting of the Carson City Board of Supervisors was scheduled for 8:30 a.m. on Thursday, May 1, 2025, in the Community Center Robert "Bob" Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT:
Mayor Lori Bagwell
Supervisor Maurice White, Ward 2
Supervisor Curtis Horton, Ward 3
Supervisor Lisa Schuette, Ward 4

STAFF:
Nancy Paulson, City Manager
Scott Hoen, Clerk-Recorder
Stephanie Hicks, Deputy City Manager
Dan Yu, Assistant District Attorney
Tamar Warren, Senior Deputy Clerk

NOTE: A recording of these proceedings, the Board's agenda materials, and any written comments or documentation provided to the Clerk during the meeting are part of the public record. These materials are available for review in the Clerk's Office during regular business hours. All meeting minutes are available for review at: https://www.carson.org/government/city-meetings.

1 - 4. CALL TO ORDER, ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE

(8:31:12) – Mayor Bagwell called the meeting to order at 8:31 a.m. Mr. Hoen called roll and noted the presence of a quorum. Tyler Strickland, Life Point Church Associate Family Pastor, delivered the invocation. At Mayor Bagwell's request, Mr. Yu led the Pledge of Allegiance.

5. PUBLIC COMMENT

(8:32:47) – Mayor Bagwell entertained public comments. District Attorney Garrit Pruyt introduce Civil Division Deputy District Attorney Lucas Burr, who had recently transferred from the Juvenile Division. Mark Costa requested further clarification and analysis on several expenditures. He also requested clearer tracking and summary reports of those expenditures and revenues. Mr. Costa wished to understand the drop in the Regional Transportation budget, and especially in the street maintenance fund. Deni French disagreed with the previous night's Planning Commission meeting, during which billboards were approved. He also requested using plain language in City-wide communication, adding that not all City meetings are on the City's calendar, and noted that he had to choose which meeting to attend, since three concurrent ones were going on. Carson City Sheriff Ken Furlong reminded everyone of the Law Enforcement Memorial Day commemoration at the legislative complex and wanted to emphasize the importance of those who had lost their lives.

6. FOR POSSIBLE ACTION: APPROVAL OF MINUTES

6.a APRIL 3, 2025

(8:41:56) – Mayor Bagwell introduced the item and entertained comments or corrections. When none were forthcoming, she entertained a motion.

(8:42:02) – Supervisor Giomi moved to approve the minutes of the April 3, 2025, Carson City Board of Supervisors meeting as presented. The motion was seconded by Supervisor White and carried 5-0-0.

7. SPECIAL PRESENTATIONS

7. a PRESENTATION OF A PROCLAMATION RECOGNIZING MAY 1, 2025, AS PASTOR BRUCE HENDERSON DAY.

(8:42:22) – Mayor Bagwell invited the Board to join her on the Boardroom floor. Supervisor Giomi read into the record a proclamation, incorporated into the record, recognizing May 1, 2025, as Pastor Bruce Henderson Day. He also thanked him for over 50 years of service to the Carson City Community and as pastor of the Airport Church of Christ. Mayor Bagwell invited friends and family to join them for a commemorative photograph.

7.b PRESENTATION OF A PROCLAMATION RECOGNIZING MAY 1, 2025, AS SHARON ROSSE DAY.

(8:47:07) – Supervisor Schuette read into the record a proclamation, incorporated into the record, recognizing May 1, 2025, as Sharon Rosse Day. She also thanked Ms. Rosse for all her contributions to enrich the cultural life of Carson City. Ms. Rosse thanked the Board and introduced the Carson City Arts Initiative (CCAI) Board members. Mayor Bagwell thanked CCAI and Ms. Rosse for the art displayed in the Boardroom. Ms. Rosse and the CCAI members joined the Board for a commemorative photograph.

7.c PRESENTATION OF A PROCLAMATION TO RECOGNIZE THE MONTH OF MAY AS HISTORIC PRESERVATION AND ARCHAEOLOGICAL AWARENESS MONTH, AND PRESENTATION OF THE 2025 HISTORIC PRESERVATION AWARD.

(8:51:56) – Mayor Bagwell read into the record a proclamation, incorporated into the record, recognizing May 2025 as Historic Preservation and Archaeological Awareness Month. Historic Resources Commission Chairperson Mike Drews thanked the Board and invited everyone to participate in the annual scavenger hunt (details available at: https://www.carson.org/scavengerhunt). Chair Drews also presented the 2025 Historic Preservation Awards to Jed Block and Robertine Benson. Ms. Benson and Mr. Block thanked the Board and joined Mr. Drews and the Board, along with family members, for a commemorative photograph.

CONSENT AGENDA

(9:01:40) – Mayor Bagwell introduced the item and entertained items that the Board wished to pull from the Consent Agenda. When none were forthcoming, she entertained a motion.

(9:01:50) – Supervisor Giomi moved to approve the Consent Agenda consisting of items 8.a, 8.b, 9.a, 10.a, 10.b, 10.c, 10.d, 11.a, 11.b, and 12.a as presented. Supervisor White seconded the motion.

DRAFT

RESULT:	**APPROVED (5-0-0)**
MOVER:	Supervisor Giomi
SECONDER:	Supervisor White
AYES:	Supervisors Giomi, Horton, Schuette, White, and Mayor Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

8. FINANCE

8.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE REPORT ON THE CONDITION OF EACH FUND IN THE TREASURY AND THE STATEMENTS OF RECEIPTS AND EXPENDITURES THROUGH APRIL 18, 2025, PER NRS 251.030 AND NRS 354.290.

8.b FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION TO CERTIFY CHARGES AND LEVY AND DIRECT THE TREASURER TO COLLECT SPECIAL ASSESSMENTS FOR FISCAL YEAR 2025-2026 AS REQUESTED BY THE STATE ENGINEER OF THE STATE OF NEVADA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, FOR THE EAGLE VALLEY GROUNDWATER BASIN ($24,000) AND THE DAYTON VALLEY GROUNDWATER BASIN ($3.000) AND TO FURTHER DIRECT THE CARSON CITY CHIEF FINANCIAL OFFICER TO REMIT THE SPECIAL ASSESSMENT COLLECTIONS TO THE STATE.

9. HEALTH AND HUMAN SERVICES

9.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED INTERLOCAL CONTRACT ("CONTRACT") BETWEEN CARSON CITY AND DOUGLAS COUNTY FOR CARSON CITY HEALTH AND HUMAN SERVICES ("CCHHS") TO PROVIDE ENVIRONMENTAL HEALTH SERVICES IN DOUGLAS COUNTY FOR AN AMOUNT NOT TO EXCEED $425,500 DURING FISCAL YEAR ("FY") 2026, $446,500 DURING FY 2027 AND $472,000 DURING FY 2028.

10. PUBLIC WORKS

10.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED 230.15 SQUARE FOOT PERMANENT ACCESS EASEMENT ("EASEMENT") LOCATED ON ASSESSOR'S PARCEL NUMBER ("APN") 002-137-02, ALSO KNOWN AS 151 E. PARK STREET ("PROPERTY") LOCATED IN CARSON CITY, FROM THE CINDY WENDELL FAMILY TRUST TO CARSON CITY, AT NO COST.

10.b FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING (1) THE QUITCLAIM BY CARSON CITY OF AN EXISTING DRAINAGE EASEMENT CONSISTING OF 5,230 SQUARE FEET; AND (2) THE ACCEPTANCE BY THE CITY OF A REPLACEMENT

DRAINAGE EASEMENT CONSISTING OF 2,830 SQUARE FEET, LOCATED ON 2320 HUNT CIRCLE, ALSO KNOWN AS ASSESSOR'S PARCEL NUMBER ("APN") 010-062-52 ("PROPERTY"), FROM JUSTIN L. SMITH AND CASSANDRA M. SMITH ("OWNER"), AT NO COST.

10.c FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING REVISIONS TO THE PERMANENT AND TEMPORARY EASEMENT ("EASEMENTS") TEMPLATES PREVIOUSLY APPROVED BY THE BOARD OF SUPERVISORS ("BOARD") FOR THE EAST WILLIAM STREET COMPLETE STREETS PROJECT ("PROJECT") BASED ON PROPOSED REVISIONS FROM SMITH'S FOOD & DRUG CENTERS, INC. ("PROPERTY OWNER"), AS THE PROPERTY OWNER OF ASSESSOR'S PARCEL NUMBERS ("APN") 002-172-01 AND 002-172-12 ("PROPERTIES"), AND AUTHORIZATION TO EXPEND A TOTAL AMOUNT NOT TO EXCEED $25,825 FOR ALL EASEMENTS NEEDED ON THE PROPERTIES FOR THE PROJECT.

10.d FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING (1) AN AMENDED, RESTATED AND MERGED GROUND LEASE ("LEASE") BETWEEN CARSON CITY AND THE SEASONS LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP ("TENANT"), FOR TENANT TO PROVIDE AFFORDABLE SENIOR HOUSING AT THE AUTUMN VILLAGE APARTMENTS ON PROPERTY LOCATED AT 1101 BEVERLY DR., CARSON CITY, NEVADA, ASSESSOR'S PARCEL NUMBERS ("APNS") 002-121-09 AND 002- 121-17 ("AUTUMN VILLAGE") FOR A TERM ENDING JUNE 1, 2065, AT THE RATE OF $1.00 PER YEAR; (2) AN ESTOPPEL CERTIFICATE FOR THE LEASE; AND (3) AUTHORIZATION FOR THE MAYOR TO (A) SIGN THE LEASE AND ESTOPPEL CERTIFICATE, (B) TO TAKE ALL NECESSARY ACTIONS TO FACILITATE THE LEASE AND (C) TO TAKE ALL NECESSARY ACTIONS REQUIRED OF CARSON CITY DURING THE TERM OF THE LEASE.

11. PURCHASING AND CONTRACTS

11.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT M4 ENGINEERING LLC ("M4") IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES ("NRS") CHAPTER 338 AND WHETHER TO AWARD CONTRACT NO. 25300332 FOR THE EAST WILLIAM STREET OVERHEAD UTILITY UNDERGROUNDING PROJECT ("PROJECT") TO M4 FOR A TOTAL AMOUNT NOT TO EXCEED $2,898,003.35.

11.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING CONTRACT NO. 25300362 FOR LUMOS & ASSOCIATES, INC. ("LUMOS") TO PROVIDE CONSTRUCTION MATERIAL TESTING SERVICES FOR THE EAST WILLIAM STREET COMPLETE STREETS AND UTILITY UNDERGROUNDING PROJECT ("PROJECT") FOR AN AMOUNT NOT TO EXCEED $165,985.

12. SHERIFF

12.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE 911 SURCHARGE MASTER PLAN FOR FISCAL YEARS 2026 THROUGH 2030.

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END OF CONSENT AGENDA

ORDINANCES, RESOLUTIONS, AND OTHER ITEMS

13. ITEM(S) PULLED FROM THE CONSENT AGENDA WILL BE HEARD AT THIS TIME

No items were pulled from the Consent Agenda.

14. CITY MANAGER

16.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING COORDINATION OF LEGISLATIVE ACTIVITY ON PENDING STATE LEGISLATION BEFORE THE NEVADA LEGISLATURE AND WHETHER TO ADOPT AN OFFICIAL POLICY POSITION OR DIRECT STAFF TO ADVOCATE FOR OR AGAINST ANY SUCH LEGISLATION, INCLUDING THE SUBMITTAL OF PROPOSED AMENDATORY LANGUAGE.

(9:02:19) – Mayor Bagwell introduced the item. Government Affairs Liaison Cameron Gresh noted that the list of legislation tracked by Carson City is available for everyone to view at: https://www.carson.org/legislature. He also invited the Carson City Treasurer Andrew Rasor to join him as he provided the following updates:

- AB32: Directs the Joint Interim Standing Committee on Growth and Infrastructure to conduct a study during the 2025-2026 interim concerning the Nevada Commission for the Reconstruction of the V & T Railway of Carson City and Storey County. An exempt Bill, this is still in the Ways and Means Committee.
- AJR1: Proposes to amend the Nevada Constitution to revise certain provisions relating to property taxes. Mr. Rasor cited for and against comments, noting that the bill would go to the voters upon passage. Mayor Bagwell was informed that the Joint Resolution (JR) intended to remove the obsolescence aspect of the taxes. Supervisor White believed the JR was not finite and well-explained.
- AB211: Revises provisions relating to substandard properties. Supervisor Giomi inquired about the Bill's overlap with the City's nuisance ordinances. Mr. Yu offered to cross-reference the two. Mayor Bagwell was informed that the Bill referred to residential properties only. Supervisor Giomi expressed concern that the HOA would gain too much power.
- AB429: Revises provisions relating to natural resources. Amended for additional clarity, will not affect the city's Parks and Open Space Divisions.

(9:22:04) – Mayor Bagwell entertained public comments; however, none were forthcoming. No action was taken on this item.

15. FINANCE

15.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION ON DIRECTION TO STAFF CONCERNING THE PROPOSED CARSON CITY FISCAL YEAR ("FY") 2026 TENTATIVE BUDGET, WHICH INCLUDES THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE

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FUNDS AND ALL OTHER BUDGETED FUNDS, AND SUPPLEMENTAL REQUESTS AND RECOMMENDATIONS, WHICH, IF APPROVED, WILL BE INCLUDED IN THE FINAL BUDGET.

(9:22:14) – Mayor Bagwell introduced the item. Supervisors Horton and Schuette read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and stated that they would participate in the discussion and action. Chief Financial Officer Sheri Russell-Benabou thanked the Finance Department Staff and all the department heads who had worked with her team on the budget. Ms. Russell-Benabou introduced Deputy Chief Financial Officer Pam Ganger, and the two reviewed the City's FY 2026 Tentative Budget, which is incorporated into the record, noting that it was due and had been filed with the State on April 15, 2025. They also responded to clarifying questions. The budget discussion may be viewed in its entirety by clicking on the link below: https://carsoncity.granicus.com/player/clip/2658?view_id=2&redirect=true and clicking on agenda item 15.a.

(9:28:13) – Ms. Russell-Benabou highlighted the fact that the contractually obligated increases had been reflected in the budget, adding that she had budgeted carefully and conservatively.

(9:59:55) – Mayor Bagwell requested discussion on headcount requests for each department, prior to reviewing the supplemental budget requests. She noted that the Assessor's Office, the Sheriff's Department, and the Courts would present their requests first and respectively. These presentations were followed by the balance of the department heads, who also presented their requests (prioritized, per Mayor Bagwell's request) and responded to clarifying questions. All departmental supplemental requests are incorporated into the record at: (https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/3294260/01-BUDGET_DETAIL_FY26-CC.xlsb.pdf).

(11:33:15) – Mayor Bagwell recessed the meeting.

(11:40:29) – Mayor Bagwell reconvened the meeting and noted that the Board would address item 17.a first, then return to this item.

(11:44:44) – Mayor Bagwell returned to the discussion of this item. Department heads continued to present their supplemental staffing requests, which are incorporated into the record, and received Board feedback. Discussion ensued regarding overtime, and Supervisor Giomi noted that it would be less expensive to pay hourly employees overtime than to hire additional employees.

(12:47:54) – Mayor Bagwell recessed the meeting until 2:30 p.m.

(2:31:06) – Mayor Bagwell reconvened the meeting. The Board discussed the non-headcount-related supplemental requests, and Ms. Russell-Benabou clarified that most of the increases were due to increased costs. Supervisor White was informed that the Capital Projects Fund discussion would take

place later. Mayor Bagwell entertained public comments, and when none were forthcoming, a motion. Ms. Russell-Benabou indicated that she had clear direction from the Board to proceed with preparing the Final Budget. She also noted that the discussed changes would be reflected in the 2026 Final Budget for adoption at a public hearing to be scheduled for May 27, 2025.

(2:56:45) – Supervisor Giomi moved to direct Staff to move forward with the Carson City FY 2026 budget, including General Fund, Special Revenue Funds, Enterprise Funds, and all other budgeted funds and supplemental requests and recommendations made on the record today. The motion was seconded by Supervisor Horton.

RESULT:	**APPROVED (5-0-0)**
MOVER:	Supervisor Giomi
SECONDER:	Supervisor Horton
AYES:	Supervisors Giomi, Horton, Schuette, White, and Mayor Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

15.b FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION ON THE PROPOSED CARSON CITY CAPITAL IMPROVEMENT PLAN ("CIP") FOR FISCAL YEARS 2026-2030.

(2:57:25) – Mayor Bagwell introduced the item. Ms. Russell-Benabou noted that she would focus on the Capital Projects and explained that she had increased the Break/Fix fund. Supervisor White expressed concern regarding costly purchases, including certain vehicles and a backhoe. Ms. Budge highlighted the need for a recreational van as it had been breaking down. Supervisor Giomi received clarification that the Fire Department's request was for an engine replacement, not for a whole new vehicle. Discussion ensued regarding the vehicle replacement process. Based on a question from Supervisor Schuette, Public Works Director Darren Schulz noted that the obsolescence of vehicles was dependent on the miles and length of use, and not one or the other. Supervisor Horton wished to see further and more specific details next year. Supervisor White suggested replacing parts and not the entire vehicle. Supervisor Giomi believed that Staff had followed the direction given to them and recommended detailed evaluations much earlier than the budget discussions. Mayor Bagwell recommended accepting Staff recommendations for now and having a fleet policy discussion in six months. Ms. Budge announced that the Community Cleanup Trailer would now be privately funded. The Board was also in favor of the Juvenile Detention Center remodel project.

(3:41:05) – Supervisor White noted that the RS2477 Road Inventory could not wait until 2027. After discussion, it was agreed to move $100,000 from the Break/Fix fund to this project. Supervisor Schuette wished to ensure that the mosquito abatement would take place and was informed that the water filling station was already funded. Mayor Bagwell entertained public comments, and when none were forthcoming, a motion.

(3:51:52) – Supervisor Giomi moved to approve the proposed Carson City CIP for Fiscal Years 2026-2030 and direct staff to return to the Board with the Fiscal Year 2026 Final Budget incorporating the approved

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CIP for adoption at the public hearing to be scheduled for May 27, 2025 and incorporating the changes read into the record into that final document. Supervisor White seconded the motion.

RESULT:	**APPROVED (5-0-0)**
MOVER:	Supervisor Giomi
SECONDER:	Supervisor White
AYES:	Supervisors Giomi, Horton, Schuette, White, and Mayor Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

15.c FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED RESOLUTION SETTING THE AD VALOREM TAX RATE FOR COUNTY COOPERATIVE EXTENSION FOR FISCAL YEAR ("FY") 2026 AT 1.28 CENTS PER $100 OF ASSESSED VALUATION.

(3:52:40) – Mayor Bagwell introduced the item and entertained public comments, however, none were forthcoming. She then entertained a motion.

(3:53:10) – Supervisor Schuette moved to adopt Resolution No. 2025-R-6. Supervisor White seconded the motion.

RESULT:	**APPROVED (5-0-0)**
MOVER:	Supervisor Schuette
SECONDER:	Supervisor White
AYES:	Supervisors Giomi, Horton, Schuette, White, and Mayor Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

16. PURCHASING AND CONTRACTS

16.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING (1) A CONTRACT BETWEEN TYLER TECHNOLOGIES, INC. ("TYLER") AND CARSON CITY ("CONTRACT") FOR THE PURCHASE, IMPLEMENTATION AND ANNUAL LICENSING FEES OF A COMPUTER-AIDED DISPATCH (“CAD”), RECORDS MANAGEMENT SYSTEM (“RMS”) AND JAIL MANAGEMENT SYSTEM (“JMS”) FOR THE CARSON CITY SHERIFF'S OFFICE ("CCSO"), THE CARSON CITY JAIL AND CCSO DISPATCH CENTER, FOR AN INITIAL TERM FROM CONTRACT EXECUTION THROUGH JUNE 30, 2028, WITH AUTOMATIC RENEWALS AFTER THE INITIAL TERM UNLESS CANCELLED, FOR A ONE-TIME INSTALLATION FEE OF $782,935 DUE IN MILESTONE PAYMENTS, AN ANNUAL LICENSING FEE OF $436,444 FOR THE FIRST YEAR THAT WILL INCREASE BY NOT MORE THAN 5 PERCENT OVER THE FIRST FIVE YEARS

OF THE CONTRACT AND A CONTINGENCY AMOUNT OF $100,000 FOR THE INSTALLATION PORTION OF THE CONTRACT, FOR A TOTAL OF $1,319,379 FOR YEAR ONE OF THE CONTRACT (SIGNING THROUGH THE END OF FISCAL YEAR ("FY") 2026), $473,008.20 FOR YEAR TWO (FY 2027), $496,658.61 FOR YEAR THREE (FY 2028), $521,491.54 FOR YEAR FOUR (FY 2029) AND $547,566.12 FOR YEAR FIVE (FY 2030), FOR A TOTAL NOT TO EXCEED AMOUNT OF $3,358,103.47 OVER THE FIRST FIVE YEARS OF THE CONTRACT, THE INITIAL TERM PLUS TWO RENEWAL TERMS, AND (2) AUTHORIZATION FOR THE UNDERSHERIFF TO EXPEND THE CONTINGENCY, IF NECESSARY.

(3:53:50) – Mayor Bagwell introduced the item. Undersheriff Jerome Tushbant gave background and introduced Charles Olson, Sales Director at Tyler Technologies. Mr. Olson reviewed a PowerPoint presentation, incorporated into the record, and responded to clarifying questions. The Board agreed that the Tiburon System, currently used by CCSO, was old technology and had compatibility issues with new hardware and security requirements. Chief Information Officer confirmed that the City already used Munis, a Tyler Technologies Enterprise Resource Planning (ERP) product; however, they had two separate support mechanisms. Mayor Bagwell entertained public comments. Mr. French inquired about which cell towers would be used and was concerned about overcrowding the system. Mayor Bagwell entertained a motion.

(4:13:44) – Supervisor Giomi moved to approve the Contract as presented and authorize the Undersheriff to approve expenditure of the contingency, if necessary. Supervisor Horton seconded the motion.

RESULT:	**APPROVED (5-0-0)**
MOVER:	Supervisor Giomi
SECONDER:	Supervisor Horton
AYES:	Supervisors Giomi, Horton, Schuette, White, and Mayor Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

16.b FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT, CONTRACT NO. 2330294 ("AGREEMENT"), BETWEEN CARSON CITY AND MISSION CRITICAL PARTNERS, LLC ("MCP") TO EXPAND THE SCOPE OF THE AGREEMENT TO INCLUDE ASSISTING IN THE IMPLEMENTATION AT THE CARSON CITY SHERIFF'S OFFICE ("CCSO") OF THE TYLER TECHNOLOGIES, INC. COMPUTER AIDED DISPATCH SYSTEM, RECORDS MANAGEMENT SYSTEM AND JAIL MANAGEMENT SYSTEM ("CAD/RMS/JMS"), FOR AN ADDITIONAL AMOUNT OF $135,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF $331,128, AND EXTENDING THE AGREEMENT THROUGH DECEMBER 30, 2026.

(4:14:08) – Mayor Bagwell introduced the item and entertained Board and/or public comments, and when none were forthcoming, a motion.

(4:14:49) – Supervisor Schuette moved to approve the amendment to this agreement. Supervisor Giomi seconded the motion.

RESULT:	**APPROVED (5-0-0)**
MOVER:	Supervisor Schuette
SECONDER:	Supervisor Giomi
AYES:	Supervisors Giomi, Horton, Schuette, White, and Mayor Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

16.c FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT GRANITE CONSTRUCTION COMPANY ("GRANITE") IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES ("NRS") CHAPTER 338 AND WHETHER TO AWARD CONTRACT NO. 25300330 FOR THE EAST WILLIAM STREET COMPLETE STREETS PROJECT ("PROJECT") TO GRANITE FOR A TOTAL AMOUNT NOT TO EXCEED $22,485,624.52, INCLUDING AN 8 PERCENT CONTINGENCY.

(4:15:07) – Mayor Bagwell introduced the item. City Engineer Darren Anderson gave background and reviewed the Staff Report, which is incorporated into the record. He also explained that a public construction kickoff meeting would be scheduled to discuss road closures and contact information. According to Mr. Anderson, the construction would be kicked off in early July 2025 and would last until spring 2026. Mayor Bagwell entertained public comments, and when none were forthcoming, a motion.

(4:19:20) – Supervisor Horton moved to approve the contract as presented and authorize the Public Works Director to approve expenditure of the 8 percent contingency, if necessary. Supervisor White seconded the motion.

RESULT:	**APPROVED (5-0-0)**
MOVER:	Supervisor Horton
SECONDER:	Supervisor White
AYES:	Supervisors Giomi, Horton, Schuette, White, and Mayor Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

17. COMMUNITY DEVELOPMENT

17.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FOR AN AMENDMENT TO THE TENTATIVE SUBDIVISION MAP FOR THE ASH CANYON SUBDIVISION (SUB2022-0375) TO MODIFY THE SETBACKS FOR TWO INTERNAL LOTS, LOTS 31 AND 32, REDUCING THE STREET SIDE YARD SETBACK FROM 10 FEET TO 6.5

FEET FROM THE PROPERTY LINE, ON PROPERTY ZONED SINGLE FAMILY-6000 (SF6), LOCATED ON THE EAST SIDE OF N. ORMSBY BLVD. APPROXIMATELY 450 FEET NORTH OF W. WASHINGTON STREET, ASSESSOR'S PARCEL NUMBERS ("APNS") 001-271-01 THROUGH 001-271-41.

(11:40:34) – Mayor Bagwell introduced the item. Community Development Director Hope Sullivan introduced Toll Brothers Division Vice President Kyle Collinsworth and presented the Staff Report, which is incorporated into the record. She also gave background and explained that the reason this item was being heard by the Board was that, due to the nature of the development (an open space development, per Ms. Sullivan), the setbacks were written on the final map. Ms. Sullivan noted that there had been no changes to the Conditions of Approval. There were no Board comments/questions; therefore, Mayor Bagwell entertained public comments. Mr. French wished to understand the type of open space referenced in the Staff Report. There were no other public comments. Mayor Bagwell entertained a motion.

(11:43:56) – Supervisor Schuette moved to approve SUB-2025-0070. The motion was seconded by Supervisor Horton.

RESULT:	**APPROVED (3-2-0)**
MOVER:	Supervisor Schuette
SECONDER:	Supervisor Horton
AYES:	Supervisors Horton, Schuette, and Mayor Bagwell
NAYS:	Supervisors Giomi and White
ABSTENTIONS:	None
ABSENT:	None

18. RECESS AS THE BOARD OF SUPERVISORS

(4:19:45) – Mayor Bagwell recessed the Board of Supervisors meeting to meet as the Redevelopment Authority.

REDEVELOPMENT AUTHORITY

Please see the May 1, 2025, Redevelopment Authority meeting minutes.

27. RECONVENE AS THE BOARD OF SUPERVISORS

(4:48:32) – Mayor Bagwell reconvened the Board of Supervisors meeting at

28. COMMUNITY DEVELOPMENT

28.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED RESOLUTION AUTHORIZING THE EXPENDITURE OF $1,922,425 FROM THE FISCAL YEAR ("FY") 2026 REDEVELOPMENT REVOLVING FUND TO SUPPORT VARIOUS

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EVENTS, INCENTIVES AND CAPITAL IMPROVEMENT PROJECTS AS INCLUDED IN THE FY 2026 REDEVELOPMENT BUDGET AND CAPITAL IMPROVEMENT PLAN.

(4:48:38) – Mayor Bagwell introduced the item and entertained additional discussion and/or public comments regarding the recommendation provided by the Redevelopment Authority; however, none were forthcoming. Ms. Sullivan read into the record the following modification to the proposed resolution, based on the information she had provided to the Redevelopment Authority: *"Adding the $5.4 million Courthouse redesign/reconfiguration project and the $200,564 intercom system project, removing the $75,000 Mills Park walkway replacement, and reducing the JAC Downtown Transit Center budget from $250,000 to $50,000 for approval by the Board of Supervisors."* She also recommended adoption of the proposed resolution based on the modified budget.

(4:49:38) – Supervisor Giomi moved to adopt Resolution No. 2025-R-7 with the changes read into the record. The motion was seconded by Supervisor Schuette.

RESULT:	**APPROVED (4-1-0)**
MOVER:	Supervisor Giomi
SECONDER:	Supervisor Schuette
AYES:	Supervisors Giomi, Horton, Schuette, and Mayor Bagwell
NAYS:	Supervisor White
ABSTENTIONS:	None
ABSENT:	None

(4:50:00) – Mayor Bagwell noted that the two-thirds adoption rule for the resolution had been met. Ms. Russell-Benabou thanked the Board for all their help with the budget. Mayor Bagwell suggested going to agenda item 30 until the upcoming time-specific item discussion.

TIME SPECIFIC NOT BEFORE 5:30 PM

29. COMMUNITY DEVELOPMENT

29.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AN UPDATED MASTER PLAN SETTING FORTH THE LONG-TERM GENERAL PLAN FOR THE PHYSICAL DEVELOPMENT OF CARSON CITY.

The Master Plan Update discussion may be viewed in its entirety on the City's website at: https://carsoncity.granicus.com/player/clip/2658?view_id=2&redirect=true, and by clicking on agenda item 29.a.

(5:31:51) – Mayor Bagwell introduced the item. Ms. Sullivan introduced Mackenzi Ray, who had assisted with the Listening Tours and the preparation of the documents, including the late material. She also introduced former Planning Commission (PC) Chair Teri Preston, Current Chair Chuck Borders, Vice Chair Vern Krahn, and Commissioner Ellen DeChristopher, who were present in the Boardroom. Ms. Sullivan also acknowledged consultants Darcie White and Maggie Squyer of Clarion Associates, noting that Ms. White was unable to attend; however, Ms. Squyer would be participating in the discussion via WebEx. She also highlighted pieces of late

material: 1) a detailed list of all changes to the land use designations since the 2006 Master Plan, requested by Supervisor Giomi. 2) A memo from Ms. Sullivan to the Board titled "Master Plan Update: staff recommended changes." 3) Corrected typographical errors.

(5:34:05) – Ms. Sullivan gave background and reviewed the Staff Report, which included the Planning Commission's actions to date, and their recommendation to the Board for approval. PC Chair Borders praised the Commission's and Staff's dedication to come up with the final recommendation of the Master Plan to the Board. He also emphasized that the Carson City Master Plan being reviewed this evening was not the proposed Downtown Master Plan proposed by Steve Neighbors of the Hop and Mae Adams Foundation. Mr. Borders highlighted the many hours dedicated to obtaining public input, and acknowledged that it was not perfect. PC Vice Chair Krahn also emphasized the workshops held to receive input from the Community, and noted the general consensus of keeping the small-town feel of Carson City. He believed the proposed Master Plan maintains that small-town feel, including a vibrant downtown, economic vitality, and livable neighborhoods (with all types of residences). Ms. Squyer reviewed the Master Plan timeline and input activities, resulting in the final recommendations, all of which are incorporated into the record. Ms. Sullivan reviewed her memo to the Board and responded to clarifying questions. Discussion ensued regarding the proposed "flex" category, and Mayor Bagwell believed that the terminology would create confusion and provide the wrong connotation because it could mean "anything goes." Commercial Industrial, and Residential Commercial were considered. It was agreed that land use would determine Commercial or Industrial zoning based on location and proximity to residential areas.

(6:09:25) – The Board discussed the Map Changes section of Ms. Sullivan's memo (with input from Open Space Manager Lyndsey Boyer), which Supervisor Giomi called "gold" and "a great document." The Board agreed to the following (relating to the proposed Map Changes):

- 1-6, leave as is
- 7, change to Downtown Mixed Use
- 8-24, leave as is

(6:35:24) – Mayor Bagwell entertained public comments. Paula Peters stated that senior citizens had not been selected to participate, and the building industry was well-represented, whose preference was high-density housing. She called for delaying the approval of the Master Plan based on a petition from Change.org. Barbara Henry was concerned about traffic in the Arrowhead area and the lack of street lights. Gerald Madison gave background on an apartment he had built based on the 2006 Master Plan, and Leah Madison (his daughter) requested reconsideration of the zoning for 1950 College Parkway because it is currently "not sustainable" because of Mr. Madison's stroke, and was afraid "it would become a blight." Heather Koche stated that she had attended the last PC meeting, noting that people had been "very upset" to see high-density residences in the past 5 years. She believed that residents wanted low to medium-density housing. She wished to see thoughtful growth and "a nice, small town." Ms. Koche explained that the new housing was unaffordable and wanted it stopped. Doreen Mack indicated that she had been behind the renovations of the Carson City Downtown and highlighted the aftermath of the COVID lockdown. She wanted to see the vacant buildings filled and the City's history preserved. She wished to see zoning pertain to each business going into a neighborhood.

Rose Kreuger believed that the City had a budget deficit and wished to consider the affected roads and expenditures, which she believed should not be placed on the current residents. Ms. Kreuger wished to see the expenses incurred by the developers and possibly passed on to the new residents. She wished to see "some

reasonable livability" and go slowly, and wanted to hold off on the Master Plan approval. Darlynn Stoa inquired about the population cutoff between low-density and high-density zoning. She also asked about the Commercial Industrial Downtown zoning and was concerned about infrastructure issues, such as water or sewer. Gloria Deyhle expressed concern about traffic and cited the apartments at Roop and Stewart Streets, noting density and infrastructure issues. Ms. Deyhle stated she was "not against progress…but I think it's got to be done realistically and with consideration for the comfort of the people that are living here." Deni French believed "we're not always going to agree, but we have to have conversation" based on facts and trust. He also stated that open space has to be defined clearly. Rick Hernandez stated that he had chosen to move to Carson City from Huntington Beach and believed that a downtown high-density designation would be a mistake. He believed that density brings crime and drug addicts. Mr. Hernandez cited a personal incident in Carson City (being attacked at a gas station) and asked the Board to reconsider the zoning. Midge Breeden acknowledged the hard work done on the Master Plan, and she noted that she could see both sides of the issue. Glen Martel, Chief Executive Officer of the Nevada Builders Alliance, thanked the Board and Staff for their work on the Master Plan.

(7:09:29) – Ms. Sullivan responded to the issues raised in public comment. She stated that the Commercial/Industrial zoning was not in Downtown, but it was north of it. She also invited everyone to attend the upcoming annual Growth Management Commission meeting on May 28, 2025, in which the Growth Management Ordinance would be discussed, and City departments will advise the Commission. The Commission will then make a recommendation to the Board of Supervisors for the upcoming year. Ms. Sullivan informed Ms. Peters that senior citizens were not ignored during the Listening Tours, especially in the Library. She added that seniors had expressed the desire to downsize and move to an "over 55 community." Ms. Sullivan noted that Staff had obtained Ms. Henry's information and would be in touch with her as requested. She also stated that she had spoken to the Madisons regarding their property zoning and noted that the Master Plan acknowledged the history of Carson City. Ms. Sullivan acknowledged other issues, such as roads and crime, which were not related to the Master Plan.

(7:18:50) – Mayor Bagwell explained that the Planning Commission reviewed the Master Plan annually and made recommendations to the Board of Supervisors. She also requested an open meeting or a town hall upon completion of the GIS maps. Ms. Sullivan believed that it was a good idea and offered to have it 90 days after the adoption of the Master Plan. Supervisor Giomi received confirmation that the meeting would not entertain policy decisions but would discuss individual parcels.

Ms. Sullivan defined the Master Plan for Supervisor Schuette as "the policy document on land development and the community." Supervisor Schuette believed in the small-town feel and sense of community of Carson City; however, she noted that those who moved here actually changed the community. She wanted Carson City to be "welcoming and mindful of growth," adding that people valued the City's trails, the economic vitality, the historic element, the art scene, the connected community, etc. Supervisor Schuette believed in having affordable housing for the employees of businesses such as restaurants. She, along with Supervisor Giomi, thanked Staff and the Planning Commission for their efforts. Supervisor Horton acknowledged hearing everyone's voice and noted that the Board and the Planning Commission listen to public input and take their comments to heart. There were no additional comments; therefore, Mayor Bagwell entertained a motion.

(7:36:13) – Mayor Bagwell moved to adopt the updated master plan as discussed on the record today, based upon a careful consideration of today's presentation and the record and evidence previously submitted to

the Planning Commission. Upon the updating of the GIS maps, an additional public meeting will be held for individuals to discuss any parcel changes that are necessary. The motion was seconded by Supervisor Giomi.

Mayor Bagwell entertained the discussion. Supervisor White recognized the efforts of the community, Staff, and the Planning Commission and thanked Staff for incorporating his changes. He also read into the record a prepared statement, incorporated into minutes, highlighting that the Master Plan "is the foundation of our development standards." Referencing the guiding principles, Supervisor White highlighted, "Some of the policies identified in Chapters 3 through 9 will be carried out as part of day-to-day decision-making." He expressed concern that "the need to correct misalignments of various ordinances [by Staff] to the Master Plan" and the multiple provisions it contained violated the property rights of every property owner in this community, providing various quotes from the country's founding fathers. Supervisor White noted that, based on the oath he had taken, he could not support the adoption of the proposed Master Plan

Mayor Bagwell called for the vote.

RESULT:	**APPROVED (4-1-0)**
MOVER:	Mayor Bagwell
SECONDER:	Supervisor Giomi
AYES:	Supervisors Giomi, Horton, Schuette, and Mayor Bagwell
NAYS:	Supervisor White
ABSTENTIONS:	None
ABSENT:	None

30. BOARD OF SUPERVISORS

NON-ACTION ITEMS:
CITY MANAGER UPDATE
STATUS REVIEW OF PROJECTS
INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS
CORRESPONDENCE TO THE BOARD OF SUPERVISORS
STATUS REPORTS AND COMMENTS FROM THE MEMBERS OF THE BOARD
STAFF COMMENTS AND STATUS REPORT

(4:50:50) – Supervisor Schuette thanked the Emergency Management Team for the four-day course she had attended and praised the City's Emergency Response Team (CERT) for their volunteer efforts. She also thanked everyone who had attended the Carson Animal Services Initiative (CASI) Bark, Whine, and Dine event in support of spaying and neutering close to 1,500 pets. Mayor Bagwell praised the Arbor Day and America's 250th Birthday Celebrations and thanked the students from Mark Twain Elementary School for their singing. Mayor Bagwell also noted that the City housed the only surviving tree donated by the Maryland Daughters of the American Revolution in 1932. Supervisor Horton thanked the Finance Department Staff for their hard work in preparing the budget. Additionally, Ms. Paulson thanked all the Departments who contributed to the budget process, along with the Finance Department, and noted that this was her 26th and last year of budget preparations. Supervisor

DRAFT

White announced the Dark Prison Haunt event at the Nevada State Prison (NSP), May 16-18, 2025, which would accommodate over 3,000 people in three days at the NSP.

31. PUBLIC COMMENT

(7:47:44) – Mayor Bagwell entertained final public comments. Mr. French requested tending to the "weed problem" in Prison Hill. He suggested utilizing sheep instead of weed spray.

32. FOR POSSIBLE ACTION: TO ADJOURN

(7:49:38) – Mayor Bagwell adjourned the Board of Supervisors meeting at

CLOSED NON-MEETING TO CONFER WITH MANAGEMENT REPRESENTATIVES AND COUNSEL.

This item did not take place.

The Minutes of the May 1, 2025, Carson City Board of Supervisors meeting are so approved on this 5th day of June 2025.

_____
LORI BAGWELL, Mayor

ATTEST:

_____
WILLIAM SCOTT HOEN, Clerk-Recorder

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Sean Slamon, Fire Chief

Agenda Title: Presentation of a Letter of Commendation from the Carson City Fire Chief to Iris Ibarra Montes. (Sean Slamon, SSlamon@carson.org)

Agenda Action: Other / Presentation **Time Requested:** 10 minutes

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Proposed Motion
Other/Presentation

Board's Strategic Goal
Quality of Life

Previous Action
N/A

Background/Issues & Analysis
The Fire Chief will present a Chief's Letter of Commendation to Iris Ibarra Montes, a civilian, for her life-saving assistance during a medical emergency involving her father. After recognizing a cardiac event, Iris Ibarra Montes performed CPR on her father for over 10 minutes before help arrived on scene.

Applicable Statute, Code, Policy, Rule or Regulation
CCFD Standard Operating Procedure A13

Financial Information
Is there a fiscal impact? No

If yes, account name/number: N/A

Is it currently budgeted? No

Explanation of Fiscal Impact: N/A

Alternatives
N/A

Motion: _____ 1) _____ Aye/Nay
2) _____ _____
_____
_____
_____

_____ _____

(Vote Recorded By)

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: N/A

Agenda Title: Presentation of a proclamation recognizing June 2025 as National Pollinator Month.

Agenda Action: Other / Presentation **Time Requested:** 5 Minutes

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Proposed Motion
N/A

Board's Strategic Goal
N/A

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation
N/A

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Attachment(s):
National Pollinator Month 2025.pdf

Motion: _____ 1) _____ Aye/Nay
2) _____ _____
_____
_____
_____
_____

_____

(Vote Recorded By)

PROCLAMATION

National Pollinator Month

June 2025

WHEREAS, pollinator species such as birds and insects are essential partners of farmers and ranchers in producing much of our food supply; and

WHEREAS, pollination plays a vital role in the health of our national forests and grasslands, which provide forage, fish and wildlife, timber, water, mineral resources and recreational opportunities as well as enhanced economic development opportunities for communities; and

WHEREAS, pollinator species provide significant environmental benefits that are necessary for maintaining healthy, biodiverse ecosystems; and

WHEREAS, the State of Nevada has managed wildlife habitats and public lands such as Nevada forests and grasslands for decades; and

WHEREAS, the State of Nevada provides producers with conservation assistance to promote wise conservation stewardship, including the protection and maintenance of pollinators and their habitats on working lands and wildlands; and

WHEREAS, Carson City has been named 76th Bee City USA by the Xerces Society to acknowledge the work done by local pollinators to create and maintain pollinator habitats; and

WHEREAS, the Carson City Chamber Leadership Class of 2019 and 2020 further acknowledged the importance of pollinators by having created a special Bee Habitat on Carson Tahoe Health property to attract pollinators; and

WHEREAS, Carson City continues to support Nevada agencies' work to protect, support, maintain and improve a healthy environment for pollinators.

NOW THEREFORE, I, Lori Bagwell, Mayor of Carson City, Nevada, on behalf of the Board of Supervisors, do hereby proclaim June 2025 as "National Pollinator Month" in Carson City, and I urge all citizens to recognize the important role of pollinator species and conservation efforts to ensure their protection.

Dated this 5th day of June 2025.

Lori Bagwell

Lori Bagwell, Mayor

STAFF REPORT

Report To: **Meeting Date:** June 5, 2025

Staff Contact:

Agenda Title: Presentation of a proclamation recognizing June 5, 2025 as Mayors' Monarch Pledge Day.

Agenda Action: Other / Presentation **Time Requested:**

Proposed Motion
N/A

Board's Strategic Goal

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Attachment(s):
Monarch Pledge Day 2025.pdf

Motion: _____ 1) _____ Aye/Nay
2) _____ _____
_____
_____
_____
_____

_____
(Vote Recorded By)

PROCLAMATION

Mayors' Monarch Pledge Day
June 2025

WHEREAS, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS, both the western and eastern monarch populations have seen significant declines with less than one percent of the western monarch population remaining, while the eastern population has fallen by as much as ninety percent; and

WHEREAS, Carson City recognizes that human health ultimately depends on well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality and can foster healthy connections between humans and wildlife; and

WHEREAS, cities, towns and counties have a critical role to play to help save the monarch butterfly, and Carson City is striving to become a leader; and

WHEREAS, on April 28, 2025, I Mayor Lori Bagwell, signed the National Wildlife Federation's Mayors' Monarch Pledge and have officially committed to taking meaningful action to protect the monarch butterfly; and

WHEREAS, Carson City has been named the 76th Bee City USA in the Nation, and the 1st in Nevada by the Xerces Society to acknowledge the work done by local pollinators to create and maintain pollinator habitats; and

WHEREAS, every resident of Carson City can make a difference for the monarch by planting native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work and play; and

WHEREAS, Carson City, has committed to plant milkweed and other native plants in our Parks and Open Spaces, support milkweed seed collection and propagation efforts, and display educational signage at pollinator gardens.

NOW THEREFORE, I, Lori Bagwell, Mayor of Carson City, Nevada, on behalf of the Board of Supervisors, do hereby proclaim June 5, 2025, as "Mayor's Monarch Pledge Day" in Carson City, and I encourage all residents to participate in community activities that support and celebrate monarch conservation.

Dated this 5th day of June 2025.

Lori Bagwell

Lori Bagwell, Mayor

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding authorization for the City Manager and the District Attorney's Office to pursue a settlement of all claims made by Rose Whitson against Carson City arising from a personal injury matter in an amount not to exceed $150,000. (Nancy Paulson, npaulson@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion
I move to authorize the City Manager and the District Attorney's Office to pursue the settlement, as presented.

Board's Strategic Goal
Efficient Government

Previous Action

Background/Issues & Analysis
On or about October 19, 2021, Ms. Whitson fell in the Carson City Jail and alleges that she injured her knee. Ms. Whitson sued Carson City for damages related to her knee injury. At the time of Ms. Whitson's injury, the statutory cap for Carson City's damages was $150,000. Carson City staff and Carson City's outside attorneys recommend a settlement of Ms. Whitson's claims against Carson City for the full amount of the statutory cap. Responsibility for the settlement would be split between Carson City and its insurers. Carson City has paid approximately $8,500 in attorney fees in this matter, and would pay approximately $91,500 toward the settlement, with Carson City's insurer covering the remaining portion of the settlement.

If approved, the City Manager and the District Attorney's Office will take action to settle all claims for an amount not to exceed $150,000.

Applicable Statute, Code, Policy, Rule or Regulation
NRS Chapter 244; art. 2 of the Carson City Charter

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Insurance Fund, Claims Payments 5900745-500513

Is it currently budgeted? No

Explanation of Fiscal Impact: Carson City's portion of the settlement after insurance, approximately $92,000, will be paid out of the insurance fund.

Alternatives
Do not authorize settlement and/or provide alternative direction to staff.

Motion: _____ 1) _____ Aye/Nay
2) _____ _____
_____
_____
_____
_____

_____
(Vote Recorded By)

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Sheri Russell-Benabou, Chief Financial Officer

Agenda Title: For Possible Action: Discussion and possible action regarding the report on the condition of each fund in the treasury and the statements of receipts and expenditures through May 23, 2025, per NRS 251.030 and NRS 354.290. (Sheri Russell-Benabou, srussell@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion
I move to accept the report.

Board's Strategic Goal
Efficient Government

Previous Action
N/A

Background/Issues & Analysis
NRS 251.030 requires the Chief Financial Officer (for the purpose of the statute acting as the County Auditor) to report to the Board of Supervisors, at each regular meeting thereof, the condition of each fund in the treasury. NRS 354.290 requires the County Auditor to report to the Board of Supervisors a statement of revenues and expenditures based on the accounts and funds as were used in the budget. A more detailed accounting is available on the City's website – www.carson.org. A "Condition of the Treasury Report" is attached indicating the beginning balance, receipts, disbursements and the ending balance of each cash account for every fund in the City as of May 23, 2025. It is important to note that there will always be timing differences with these balances - for example, while all departments take deposits to the bank on a daily basis, there is usually a delay between when the reports are prepared and when they are entered into the system.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 251.030 and 354.290

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact: N/A

Alternatives
N/A

Attachment(s):
BOS Cash Report 5-23-2025.pdf

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

CONDITION OF THE TREASURY REPORT

CASH ACTIVITY BETWEEN 5/2/2025 & 5/23/2025

FUND	FUND NAME	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
101	GENERAL FUND	$ 21,735,993.67	$ 5,055,757.23	$ 5,657,223.10	$ 21,134,527.80
201	AIRPORT FUND	3,974.06	-	3,974.06	-
202	COOPERATIVE EXTENSION FUND	506,569.26	1,327.33	-	507,896.59
208	SUPPLEMENTAL INDIGENT FUND	3,012,045.46	277,988.00	31,760.83	3,258,272.63
210	CAPITAL PROJECTS FUND	31,644,004.59	5,184.40	199,830.36	31,449,358.63
215	SENIOR CENTER FUND	696,253.36	5,184.40	47,109.05	654,328.71
225	CARSON CITY TRANSIT FUND	623,236.05	41,401.88	175,501.24	489,136.69
230	LIBRARY GIFT FUND	140,306.79	387.11	5,754.13	134,939.77
235	LANDSCAPE MAINTENANCE FUND	845,418.39	75.70	10,130.91	835,363.18
236	ADMINISTRATIVE ASSESSMENT FUND	18,442.58	2,615.00	1,232.50	19,825.08
237	S. CARSON NEIGHBORHOOD IMPROV. DIST.	190,473.82	162.00	17,219.83	173,415.99
240	TRAFFIC/TRANSPORTATION FUND	17,631.51	1,450.00	135.35	18,946.16
245	CAMPO FUND	(1,429.78)	-	40,674.10	(42,103.88) [1]
250	REGIONAL TRANSPORTATION FUND	9,068,588.35	8,799.35	177,530.44	8,899,857.26
253	V & T INFRASTRUCTURE FUND	3,479,125.49	152,770.73	738.82	3,631,157.40
254	QUALITY OF LIFE FUND	13,227,344.26	305,517.84	127,789.96	13,405,072.14
256	STREET MAINTENANCE FUND	307,956.03	305,600.16	257,164.57	356,391.62
275	GRANT FUND	8,520,572.98	376,525.23	622,945.90	8,274,152.31
280	COMMISSARY FUND	43,392.20	12,315.14	14,404.72	41,302.62
287	911 SURCHARGE FUND	640,305.37	65,651.88	24,908.74	681,048.51
310	INFRASTRUCTURE TAX FUND	9,122,608.66	152,768.87	4,000.77	9,271,376.76
340	EXTRAORDINARY MAINTENANCE FUND	13,585,507.03	-	521.72	13,584,985.31
350	RESIDENTIAL CONSTRUCTION TAX FUND	1,416,155.15	18,000.00	-	1,434,155.15
410	DEBT SERVICE FUND	2,381,467.45	269,975.00	2,443,319.75	208,122.70
501	AMBULANCE FUND	5,229,714.56	208,744.95	322,326.68	5,116,132.83
505	STORMWATER FUND	2,706,450.25	196,681.54	119,193.37	2,783,938.42
510	WASTEWATER FUND	34,346,336.08	1,203,884.96	603,696.40	34,946,524.64
520	WATER FUND	29,873,659.17	1,072,814.78	1,975,638.96	28,970,834.99
525	BUILDING PERMITS FUND	2,071,788.78	151,897.47	389,187.62	1,834,498.63
530	CEMETERY FUND	586,704.72	11,464.53	7,673.56	590,495.69
560	FLEET MANAGEMENT FUND	682,422.29	-	265,335.98	417,086.31
570	GROUP MEDICAL INSURANCE FUND	46,807.25	431,265.30	138,280.42	339,792.13
580	WORKERS COMPENSATION FUND	2,998,291.11	80,376.44	177,404.19	2,901,263.36
590	INSURANCE FUND	2,537,861.45	22,952.01	19,620.28	2,541,193.18
602	REDEVELOPMENT ADMINISTRATIVE FUND	184,047.91	375.00	21,107.88	163,315.03
603	REDEVELOPMENT REVOLVING FUND	9,112,392.77	500.00	15,115.03	9,097,777.74
604	REDEVELOPMENT TAX INCREMENT FUND	957,732.51	14,269.21	-	972,001.72
730	SCHOOL DEBT FUND	18,357,791.26	51,572.74	15,000.00	18,394,364.00
740	CARSON CITY TOURISM AUTHORITY	4,971,617.23	130,497.89	514,124.41	4,587,990.71
748	CARSON CITY SCHOOL OPERATING FUND	256,863.18	77,766.19	251,604.13	83,025.24
750	STATE OF NEVADA FUND	411,990.57	194,677.19	67,134.31	539,533.45
752	RANGE IMPROVEMENT FUND	131.71	-	-	131.71
756	EAGLE VALLEY WATER DISTRICT FUND	117.29	42.26	-	159.55
760	WATER SUB-CONSERVANCY FUND	18,861.46	36,622.73	77,448.14	(21,963.95) [2]
765	FISH AND GAME FUND	6,875.93	-	-	6,875.93
770	FORFEITURE ACCOUNT	68,925.84	-	-	68,925.84
780	DOWNTOWN NEIGHBORHOOD IMPROV. DIST.	151,305.04	-	14,780.85	136,524.19
793	CONTROLLER'S TRUST FUND	18,331.65	-	-	18,331.65
850	CARSON CITY OPEB TRUST FUND	4,306,042.61	99,100.94	1,203.12	4,403,940.43
TOTAL		$ 241,129,005.35	$ 11,044,963.38	$ 14,859,746.18	$ 237,314,222.55

[1] Timing difference - awaiting grant expense reimbursement.

[2] Timing difference - awaiting payroll expense reimbursement.

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Jill Valdez, Risk Management Coordinator

Agenda Title: For Possible Action: Discussion and possible action regarding Contract No. 26300035 ("Contract") for Cannon Cochran Management Services, Inc. ("CCMSI") to serve as the third-party administrator for Carson City's self-insured workers' compensation claims through Fiscal Year ("FY") 2028 for a total amount not to exceed $137,053.00. (Jill Valdez, JValdez@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion
I move to approve the contract as presented.

Board's Strategic Goal
Efficient Government

Previous Action
N/A

Background/Issues & Analysis
The City is self-insured for workers' compensation insurance claims. CCMSI has been the City's third-party administrator for its self-insured workers' compensation program since July 1, 2010. Over that period, CCMSI has done an excellent job providing claims administration services. They also service other self-insured public and private Nevada entities and businesses, and they have experience with public safety occupational disease claims.

The Contract's not to exceed amount of $137,053.00 will be paid over the next three years, with $44,635.00 owed for FY 2026 (this is an 8.5% increase over the final year of the last three-year contract, which is reasonable, given inflation over the last three years), $45,674.00 owed for FY 2027 (2.3% increase) and $46,744.00 owed for FY 2028 (2.3% increase). This fee includes the claim management fee, an annual administration fee and OSHA system access.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 332.115

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Workers Compensation Fund - Professional Services Account /

5800704-500309

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved the amounts will be reduced from account 5800704-500309 by $137,053.00 over three years. In FY 2026, $44,635.00 is proposed in the budget; in FY 2027, $45,674.00 will be proposed in that fiscal year budget, and the final $46,744.00 will be in the proposed budget for FY 2028.

Alternatives
Do not approve the contract and/or provide alternative direction to staff.

Attachment(s):
26300035 Draft Contract.pdf

Motion: _____ 1) _____ Aye/Nay
2) _____ _____
_____
_____
_____
_____

_____
(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 26300035
Title: Third Party Administrative Services for the Self-Insured Workers' Compensation Program

THIS CONTRACT is made and entered into this 5th day of June, 2025, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as **"CITY"**, and Cannon Cochran Management Services, Inc. (CCMSI), hereinafter referred to as **"CONSULTANT".**

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract (does involve___) (does not involve _X_) a "public work" construction project, which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, **CONSULTANT'S** compensation under this agreement (does ___) (does not _X_) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 26300035** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors and all required documents are received and signed by all parties.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A,** which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
E&O expires	_____
WC expires	_____

2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing: **(OMITTED)**

2.8 **CITY** Responsibilities:

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 The term of this Contract begins on July 1, 2025, subject to Carson City Board of Supervisors' approval (anticipated to be June 5, 2025) and ends on June 30, 2028, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONSULTANT** shall be addressed to:

Rod Golden, Chief Operating Officer
Cannon Cochran Management Services, Inc.
2 East Main Street
Danville, IL 61832
217-444-1127
rgolden@ccmsi.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation in accord with **Exhibit A**, such that:

5.1.1 For Workers' Compensation Claims Administration (no claim cap), Annual Administration Fee, Annual Internet Claim Fee and OSHA System Access, **CONSULTANT** will be paid based upon the Scope of Work Fee Schedule in **Exhibit A** for a not to exceed maximum amount of One Hundred Thirty Seven Thousand Fifty Three Dollars and 00/100 ($137,053.00);

5.1.2 For Managed Care, State Reporting EDI (CARDS), Index Bureau, Subrogation, Subsequent Injury Account Recovery (SIA), Hearings (1st level Representation), MMSEA Section 111 Reporting, Carrier Fees, Special System Reports and Legal Bill Review and Audit services, **CONSULTANT** will be paid based upon the rates provided in the **Exhibit A** Fee and Payment Schedule for any such services actually performed with **CITY** approval; and

5.1.3 The amounts described in Subsections 5.1.1 and 5.1.2 are hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.4 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed $100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONSULTANT** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONSULTANT** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subconsultant to make claims against **CONSULTANT** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONSULTANT** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONSULTANT** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION)**.**

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of $125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONSULTANT** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, 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 **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.3.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.3.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.5 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. INDEPENDENT CONTRACTOR:

12.1 **CONSULTANT**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of

this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. INSURANCE REQUIREMENTS (GENERAL):

13.1 ***NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.***

13.2 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23)*:

13.6 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONSULTANT. CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately

notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23)*:

13.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation**: Each liability insurance policy shall provide for a waiver of subrogation as to additional insured, unless:

13.10.1 **CONSULTANT** maintains an additional $5,000,000.00 umbrella policy in lieu of the Waiver of Subrogation Clause.

13.11 **Cross-Liability**: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions**: Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $50,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation**: Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701.

13.14 **Approved Insurer**: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

13.16 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither

approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its subcontractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE**:

13.20.1 *Minimum Limits required*:

13.20.2 Two Million Dollars ($2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars ($2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars ($1,000,000.00) - Each Occurrence.

13.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

13.21.1 *Minimum Limit required*:

13.21.2 One Million Dollars ($1,000,000.00) per occurrence for bodily injury and property damage.

13.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

13.22 **PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)**

13.22.1 *Minimum Limit required*:

13.22.2 One Million Dollars ($1,000,000.00).

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 Discovery period: Three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

13.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of $500,000.00 each employee per accident for bodily injury by accident or disease.

13.23.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

14. BUSINESS LICENSE:

14.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONSULTANT shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT's** non-compliance with this Section.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY,** such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONSULTANT**

upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONSULTANT shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

22.1 In the event federal grant funds are used for payment of all or part of this Contract:

22.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONSULTANT** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

22.1.3 **CONSULTANT** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.4 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway

Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

CONSULTANT warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the SERVICES under this Contract involve a "public work" as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

28. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other

Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between **CITY** and **CONSULTANT** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

29. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY
Executive Office
Attn: Carol Akers, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

By:_____
Sheri Russell, Chief Financial Officer

Dated _____

CITY'S LEGAL COUNSEL
Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By:_____
Deputy District Attorney

Dated _____

CITY'S ORIGINATING DEPARTMENT
CONSULTANT will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Carol Akers

By: _____

Dated _____

Acct: 5800704-500309

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 26300035
Title: Third Party Administrative Services for the Self-Insured Workers' Compensation Program

Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONSULTANT
BY: Rod Golden
TITLE: Chief Operating Officer
FIRM: Cannon Cochran Management Services, Inc.
CARSON CITY BUSINESS LICENSE#: BL-000507
Address: 2 East Main Street
City: Danville **State:** IL **Zip Code:** 61832
Telephone: 217-444-1127
E-mail Address: rgolden@ccmsi.com

_____
(Signature of Consultant)

DATED _____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 26300035
Title: Third Party Administrative Services for the Self-Insured Workers' Compensation Program

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of June 5, 2025 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 26300035**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

_____
LORI BAGWELL, MAYOR

DATED this 5th day of June, 2025.

ATTEST:

_____
WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 5th day of June, 2025.

FEE AND PAYMENT SCHEDULE

Service Agreement Term: July 1, 2025 – June 30, 2028	
Services:	***Fees:***
Workers' Compensation Claims Administration – Carson City	
CCMSI will manage all workers' compensation claims for the **Life of Agreement** for an **annual fee** as follows: Workers' Compensation: No Claim Cap July 1, 2025 – June 30, 2026 — **$34,635** July 1, 2026 – June 30, 2027 — **$35,674** July 1, 2027 – June 30, 2028 — **$36,744** Takeover Claims with Date of Injury Between 7/1/92-6/30/03 — **$55.00 per month while claim remains open** Client will enter all claims in iCE.	
Annual Administration Fee	**$7,000**
• Dedicated client service team • Development of specific client service requirements • Monthly loss reporting • Quarterly claim reviews at client's request • Issuance of 1099's • Assistance in filing of all required state forms including state mandated assessments ○ If Client has directed CCMSI to utilize a third-party vendor selected by Client for the provision of services then such assistance will be the responsibility of the third-party vendor • Preparation for, compliance with and response to regulatory audits • Account Management and Administration	
Annual Internet Claim Access Fees	**$1,500**
Internet claims system access which includes: • Viewing access to all claims data • Risk Management statistical analysis • Comprehensive and complete access to claims management process • On-line reports • On-line reporting capability via the internet • Ability to generate First Notice of Loss	
Managed Care Service Fees	**See Detail**

Provider Bill Re-pricing

Service	*Fee*
Usual and Customary re-pricing	$10.00 per bill
Fee Schedule state re-pricing	$10.00 per bill
Medical Bill State Reporting for applicable medical bills to reportable state	$1.50 per reportable bill

PPO Re-pricing / Out of Network Negotiations

PPO re-pricing / Specialty and Hospital bill negotiation is billed at 33% of savings

Pharmacy Network Services

Pharmacy Network services are priced at 33% of savings.

State Reporting EDI Fees (CARDS)	**Current Market Rate**
Index Bureau Note: The index fee is a direct pass-through charge for ISO. If ISO increases their current market rate per index, CCMSI will adjust the fee accordingly.	**Current ISO Market Rate**
Subrogation Fee	**20% of Recovery**
20% of recovery with a cap of $50,000 per claim.	
Subsequent Injury Submission and Recovery **Initial Review:** **Hourly Rate:**	**$150.00** **$150.00**
Hearing Advocate / 1st Level Representation	**$250/Per Hearing**
OSHA System Access • **Ability to generate OSHA 300 Log and 300A OSHA Summary**	**$1,500**
Mandatory MMSEA Compliance Section 111 Reporting Fee	**Current Market Rate**
CCMSI, in conjunction with its reporting agent / MSP Vendor, will comply with applicable MMSEA and Section 111 reporting requirements on behalf of Carson City. • All qualifying injury claims will be queried to CMS to determine Medicare eligibility. • CCMSI will collect additional mandatory data on claims where Medicare eligibility has been verified. CCMSI, along with its reporting agent, will report all claims meeting the reporting guidelines as set forth by CMS. • CCMSI will provide ongoing monthly Medicare eligibility query checks and continued quarterly mandatory insured-reporting compliant with applicable CMS guidelines.	

Note: In order for CCMSI and its reporting agent to comply with mandatory Section 111 reporting, the client must provide CCMSI an active RRE # wherein CCMSI is explicitly authorized to report data on the client's behalf.	
Carrier Fees	**TBD**
If applicable, Client will be responsible for payment of any carrier fees associated with the transition of claim handling responsibilities to CCMSI.	
Special System Reports	**$125 an hour**
CCMSI will provide special reports (reports not currently programmed or written) for a fee of $125 per hour for system programming time. CCMSI will provide an estimate of charges before any work is done.	
Taxes CCMSI fees will be increased by any applicable Sales, Gross Receipts, or similar (excluding income) taxes imposed by Federal, State or Local bodies.	**See Detail**
WORKERS' COMPENSATION CLAIMS ADMINISTRATION, ANNUAL ADMINISTRATION FEE, AND OSHA SYSTEM ACCESS GRAND TOTALS: **7/1/25-6/30/26** **7/1/26-6/30/27** **7/1/27-6/30/28**	 **$44,635** **$45,674** **$46,744**
Fee & Payment Schedule	
- Workers' Compensation Claims Administration, Annual Administration Fee, Internet Claim Access Fee and OSHA System Access to be billed annually in advance. - Takeover Claim Fees to be billed semi-annually in advance. - Ancillary Services to be billed monthly.	

SCHEDULE OF CLEAR SERVICES AND FEES

Service	Description	Service Fee
Legal Bill Review / Audit Services	Review and audit all legal invoices submitted by Client-approved law firms for adjudication in compliance with Client's Defense Counsel Billing Guidelines and Generally Accepted Legal Billing Principles.	**PAID TO BOTTOMLINE TECHNOLOGIES, INC.** 1.95% of the gross monetary total of each invoice submitted and audited (inclusive of law firm fees, costs and disbursements).
Management Fee for administration of Legal Bill Review Program, administration and integration of data reporting and data transfer, development and delivery of Performance Reports, and maintenance of technology interface	Integration and interface of legal bill review / audit software with CCMSI's claim system necessary to review and adjudicate legal invoices electronically. Periodic standard reports will be developed and produced summarizing Program's overall savings results. Metrics will be applied to analyze the overall performance of law firms. A Bill Analysis Report (BAR) will be generated for each legal invoice reviewed. The BAR will be included with each check to the appropriate law firm and include details and supporting documentation for any deductions applied to the original billing.	**PAID TO CCMSI** 0.25% of the gross monetary total of each invoice submitted and audited (inclusive of law firm fees, costs and disbursements).

Note: Fees relative to legal bill review services will appear on the transaction register payable to "CLEAR", CCMSI's proprietary legal bill review program.

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Jeanne Freeman, Health & Human Services Director

Agenda Title: For Possible Action: Discussion and possible action regarding (1) authorization to purchase vaccines utilizing joinder contracts ("Joinder Contracts") MMS2000294 (expiring October 31, 2025) and MMS2200727 (expiring December 31, 2025) between MMCAP Infuse and Sanofi Pasteur Inc. ("Sanofi"), for a not to exceed amount of $63,069 during Fiscal Year ("FY") 2026; and (2) authorization to continue purchasing vaccines under the Joinder Contracts after their expiration if they are renewed without substantive changes to their terms. (Carol Akers, cakers@carson.org and Jeanne Freeman, jmfreeman@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion
I move to approve the purchase authority, as requested.

Board's Strategic Goal
Efficient Government

Previous Action
N/A

Background/Issues & Analysis
The Carson City Department of Health and Human Services utilizes MMCAP Infuse membership pricing under the Joinder Contracts to purchase vaccinations and immunization supplies from Sanofi for vaccinations provided through Clinical Services and Public Health Preparedness Community vaccination efforts. This is an annual request for purchase authority.

Carson City has been a member of MMCAP Infuse and a beneficiary of its membership pricing since 2009. MMCAP Infuse contracts are competitively bid following State of Minnesota procurement guidelines. The contract terms and pricing are available for review by City staff; however, the contracts are deemed by MMCAP Infuse to be non-public, confidential, and proprietary information. Under NRS 241.020(7)(c)(1), the Joinder Contracts will not be provided as supporting material to the public but may be viewed by the members of the Board of Supervisors.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 332.115 and 332.195

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Grant Fund - Health Department - Operating Supplies 2756800-501225 / Private Vaccine – G680020004 and Community Vaccine & Outreach – G680020027

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Funding is provided by the Private Vaccine and Community Vaccine and Outreach program income, these revenues are projected to cover the cost of these programs for FY 2026. If approved, the accounts will be reduced by up to $63,069. The available budget for the two programs presented today for FY 2026 is $145,966 for Private Vaccine and $80,000 for Community Vaccine and Outreach for a total of $225,966. See Vaccine Funding Worksheet attached.

Alternatives
Do not approve the purchase authority and/or provide alternative direction to staff.

Attachment(s):
FY26 BOS Vaccines Funding Worksheet.pdf

Motion: _____ 1) _____ Aye/Nay
2) _____ _____
_____
_____
_____
_____

_____
(Vote Recorded By)

FY26 VACCINE FUNDING (over $50K each)			
Program Revenue Health Restricted Funds		Joinder Contract Amounts	FY 2026 Available Budget
G680020004 G-SUPPLIES 2756800-501225	Private Vaccine Supplies	$ 96,286.00	$ 145,966.00
G680020027 G-SUPPLIES 2756800-501225	Community Vaccine Private Vax	$ 33,463.00	$ 80,000.00
TOTAL		**$ 129,749.00**	**$ 225,966.00**

FY26 EXPENDITURES BY VENDOR	
GlaxoSmithKline	$ 66,680
Sanofi Pasteur Inc.	$ 63,069
TOTAL	**$ 129,749**

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Jeanne Freeman, Health & Human Services Director

Agenda Title: For Possible Action: Discussion and possible action regarding (1) authorization to purchase vaccines utilizing joinder contracts ("Joinder Contracts") MMS2200724 (expiring December 31, 2025) and MMS2000177 (expiring October 31, 2025) between MMCAP Infuse and GlaxoSmithKline LLC ("GSK"), for a not to exceed amount of $66,680 during Fiscal Year ("FY") 2026; and (2) authorization to continue purchasing vaccines under the Joinder Contracts after their expiration if they are renewed without substantive changes to their terms. (Carol Akers, cakers@carson.org and Jeanne Freeman, jmfreeman@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

---

Proposed Motion
I move to approve the purchase authority, as requested.

Board's Strategic Goal
Efficient Government

Previous Action
N/A

Background/Issues & Analysis
The Carson City Department of Health and Human Services utilizes MMCAP Infuse membership pricing under the Joinder Contracts to purchase vaccinations and immunization supplies from GSK for vaccinations provided through Clinical Services and Public Health Preparedness Community vaccination efforts. This is an annual request for purchase authority.

Carson City has been a member of MMCAP Infuse and a beneficiary of its membership pricing since 2009. MMCAP Infuse contracts are competitively bid following State of Minnesota procurement guidelines. The contract terms and pricing are available for review by City staff; however, the contracts are deemed by MMCAP Infuse to be non-public, confidential, and proprietary information. Under NRS 241.020(7)(c)(1), the Joinder Contracts will not be provided as supporting material to the public but may be viewed by the members of the Board of Supervisors.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 332.115 and 332.195

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Grant Fund - Health Department - Operating Supplies 2756800-501225 / Private Vaccine – G680020004 and Community Vaccine & Outreach – G680020027

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Funding is provided by the State Vaccine, Private Vaccine and Community Vaccine & Outreach program income, these revenues are projected to cover the cost of these programs for FY 2026. If approved, the accounts will be reduced by up to $66,680. The available budget for the two programs for FY 2026 is $145,966 for Private Vaccine and $80,000 for Community Vaccine and Outreach for a total of $225,966. See Vaccine Funding Worksheet attached.

Alternatives
Do not approve the purchase authority and/or provide alternative direction to staff.

Attachment(s):
FY26 BOS Vaccines Funding Worksheet.pdf

Motion: _____ 1) _____ Aye/Nay
2) _____ _____
_____
_____
_____
_____

_____
(Vote Recorded By)

FY26 VACCINE FUNDING (over $50K each)			
Program Revenue Health Restricted Funds		Joinder Contract Amounts	FY 2026 Available Budget
G680020004 G-SUPPLIES 2756800-501225	Private Vaccine Supplies	$ 96,286.00	$ 145,966.00
G680020027 G-SUPPLIES 2756800-501225	Community Vaccine Private Vax	$ 33,463.00	$ 80,000.00
TOTAL		**$ 129,749.00**	**$ 225,966.00**

FY26 EXPENDITURES BY VENDOR	
GlaxoSmithKline	$ 66,680
Sanofi Pasteur Inc.	$ 63,069
TOTAL	**$ 129,749**

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed amendment expanding the scope of Carson City's existing contract with Bryx, Inc. ("Bryx") to provide the necessary equipment, software and support for a station alerting system for the Carson City Fire Department's ("CCFD") new Station 55, for an amount not to exceed $46,275 for installation, including one year of service and a recurring annual amount of $2,500, subject to consumer price index adjustments. (Carol Akers, cakers@carson.org and Darren Anderson, danderson@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

---

Proposed Motion

I move to approve the amendment as presented.

Board's Strategic Goal
Safety

Previous Action
August 4, 2022 (Item 14.A) – The Board of Supervisors approved the contract for Bryx to provide the equipment, software and support necessary for a station alerting system for the CCFD's three fire stations, for a total amount not to exceed $120,500.

Background/Issues & Analysis
The Bryx station alerting software notifies appropriate CCFD personnel of emergency calls; automatically supplements information received from dispatch with GIS overlays of hydrant locations, geographical features and route directions for calls; and provides parallel incident notification to mobile devices. The original contract with Bryx was approved by the Board on August 4, 2022, and Bryx's station alerting system has been installed at CCFD's three existing fire stations. Now that construction on Station 55 is nearing completion, Bryx and City staff are seeking to amend the existing contract to allow the Bryx system to be installed at Station 55.

The not to exceed amount of $46,275 is based on a $43,775 charge for initial set up and the first year of service. Thereafter, the annual charge for the Bryx system at Station 55 will be $2,500, subject to annual consumer price index adjustments.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: P301222001-Emergency OPS Center
Capital Projects Fund, Capital Improvements - Fire Department 2102025-507010

Is it currently budgeted? No

Explanation of Fiscal Impact:

If approved, Project # P301222001, Capital Improvements account 2102025-507010 will be decreased by $46,275.00; the available budget is $548,404. Next year, the ongoing software maintenance of $2,500 will be added to current costs in 2872040-500432.

Alternatives
Do not approve the contract and/or provide alternative direction.

Attachment(s):
Bryx_Carson City NV_FSA Amendment 1_MS Word_(v5.6.25)_Clean_at (Clean).pdf

Bryx and Carson City FD EXECUTED Contract.pdf

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

FIRE STATION ALERTING SYSTEM

"Bryx, Inc. and Carson City, Nevada - Amendment 1"

This Contract Amendment (the "Amendment") is made and entered into by and between **CARSON CITY**, a consolidated municipality and political subdivision of the State of Nevada, hereinafter referred to as the "Customer" and **BRYX, INC**., a Delaware Corporation registered to conduct business in the State of New York, with a business address of 59 Halstead Street, Rochester, NY 14610, hereinafter referred to as "Bryx."

WHEREAS, the Parties entered into a contract dated September 1, 2022 (the "Original Agreement"); and

WHEREAS, the Original Agreement was for Bryx to provide certain goods and services for three fire stations ("Bryx Service");

WHEREAS, Customer would like to expand the scope of the Bryx Service under the Original Contract to include goods and services for a fourth fire station that is nearing completion, as described in **Exhibit A** ("Expanded Service"); and

WHEREAS, the Parties desire to amend the Original Agreement to accommodate the Expanded Service, as set forth below;

NOW THEREFORE, for and in consideration of their mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. BRYX'S SERVICES

a. Bryx agrees to diligently and timely perform services for the Customer relating to the delivery of a fire station alerting system. The overall Scope of the Expanded Services is described in **Exhibit A**, with associated fees provided in **Exhibit B**. Both exhibits are attached hereto and incorporated as if set forth fully herein. These items are collectively referred to as the "Project".

b. This Amendment shall commence immediately upon the execution of this Amendment by both the Customer and Bryx and shall continue through the completion of the Project.

2. COMPENSATION AND PAYMENT FOR CONTRACTOR'S SERVICES

a. Bryx shall receive the fees as outlined in **Exhibit B** as compensation for the Expanded Services. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, and all other costs which are necessary to

provide the Expanded Services as outlined in the Amendment. Effective one year from the execution of the Amendment, the fees for any recurring annual charges for the Expanded Services (Service and Maintenance) will be subject to an escalation equal to the increase in the previous year's Consumer Price Index (U.S. City Average CPI-U from the Bureau of Labor Statistics).

b. Taxes and Regulatory Costs. The Customer as a Municipality is exempt from the state of Nevada's Sales Taxes and United States Federal Excise Taxes. Prices quoted shall not include Federal or State/Province taxes. The Customer will furnish Bryx with tax exemption certificates at signing.

c. Due Date; Late Payments. Any amount payable under this Amendment, except for amounts disputed in good faith, will be due within 30 days after the date of Bryx's invoice. A deposit of 50% of the total purchase price is due upon execution of this Amendment. The remaining 50% of the total purchase price will be due upon activation of the Bryx Service; specifically the activation of the Bryx Fire Station Alerting system.

3. SUPPORT

a. Bryx, directly or through a third-party supplier, will render the support services detailed in **Exhibit C** to the Original Contract in support of the Expanded Services, as described in **Exhibit A** to the Amendment.

4. NO OTHER AMENDMENTS

a. Except as expressly amended hereby, all terms of the Original Agreement shall remain in full force and effect and are hereby confirmed in all respects.

[The remainder of this page is intentionally left blank]

HEREBY, the parties have executed the Amendment as of the date of last signature.

Carson City, Nevada:

Signature: _____

Name: Lori Bagwell

Title: Mayor

Date: _____

Bryx, Inc.

Signature: _____

Name: David E. Thomas

Title: President

Date: _____

EXHIBIT A: SCOPE OF SERVICES

This agreement is for the design, fabrication, delivery, and supervision of the start-up, testing, and commissioning of a fully automated IP based Fire Station Alerting System that is capable of interfacing any real-time data source from all mainstream CADs and Records Management Systems. In addition, the scope includes any appurtenances or services not specifically mentioned nor included in the Amendment but which are necessary as part of the work to ensure that the equipment is fully operational when installed in the fire station(s).

System Configuration

Bryx will be responsible for the supervision and programming of the Bryx Station Control Unit ("SCU") and the other hardware which are covered under the warranty outlined in **Exhibit C** to the Original Contract. No extra fees will be charged.

User Training

• Given the design of the Bryx platform and architecture, very little training is required. Most of the training will be focused on walking end users through our Bryx Management Site and Bryx Dispatch Site.

• Operator training shall be provided to the dispatchers and their supervisors as needed.

• The training schedule will be completed on-site as coordinated with the Customer.

• System maintenance, programming, and troubleshooting training shall be provided for the Customer's staff.

Note:

- Bryx to provide as-built, post-installation documentation (e.g. schematics, diagrams, plans) to Carson City Facilities Staff showing how Bryx Station Alerting System is connected to the various Carson City building components.

EXHIBIT B: Compensation

Refer to the subsequent page of this Exhibit for the detailed compensation summary.

[The remainder of this page is intentionally left blank]

QUOTE

Bryx Station Alerting System

Recurring total

$2,500.00

Valid until June 30, 2025

BRYX INC
59 Halstead Street
Rochester, New York 14610
United States
+1 216-374-4761
brian.bush@bryx.com

QUOTE NUMBER QT-24C46406-0004-5
ISSUE DATE Jan 7, 2025
EXPIRATION DATE. June 30, 2025

QUOTE FOR
Chief Pedrini
+17752837162
alowe@carson.org

Payment Terms: A deposit of 50% of the total price below is due upon acceptance of this Quote, which is required prior to the delivery of materials and scheduling of installation (if applicable). The remaining 50% of the total price will be due upon activation of the Bryx Station Alerting system.

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Annual Service and Maintenance 24/7/365 Support, All future software Upgrades and Enhancements, Lifetime warranty on Station Control Unit	1	$2,500.00 / year	$2,500.00
Bryx Fire Station Alerting System - Bryx to deliver and install Station Control Unit, UPS, Light Link Bridge, Mobile App, Heart Smart Ramping Tones, Text to Speech from CAD	1	$25,000.00	$25,000.00
Ceiling Speakers - Bryx to deliver	25	$100.00	$2,500.00
Outdoor Horn Speaker - Bryx to deliver	2	$150.00	$300.00
Amarant Light bars- Bay - Bryx to deliver	4	$300.00	$1,200.00
2 x 4 LED Panel - Bryx to deliver and install	1	$0.00	$0.00
Monitor - Bryx to deliver	2	$600.00	$1,200.00
Volume Attenuator - Bryx to deliver	8	$100.00	$800.00

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Bay Pendant Speaker - Bryx to deliver	2	$350.00	$700.00
Can Light - Bryx to deliver	19	$175.00	$3,325.00
Installation	1	$7,000.00	$7,000.00
Gas Solenoid Shutoff - Bryx to deliver	1	$750.00	$750.00
GPIO for Gas Solenoid - Bryx to deliver and install	1	$1,000.00	$1,000.00

Subtotal	$46,275.00
Customer is tax exempt	
Upfront total	$46,275.00
Recurring total	$2,500.00

For all hardware noted within this Exhibit as "Bryx to deliver", Bryx will supply and deliver the materials and quantities outlined above. Bryx will not install this hardware. In addition, Bryx will not supply or install any of the related materials (wiring, fittings, mounting hardware, etc.) for this hardware. As part of system testing and go-live, Bryx will integrate this hardware with the Bryx Station Alerting system, provided the hardware is installed and functional for use.

For all hardware noted within this Exhibit as "Bryx to deliver and install", Bryx will supply, deliver, and install the hardware as part of the project scope.

Agenda Item No: 14.A

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** August 4, 2022

Staff Contact: Aaron Lowe

Agenda Title: For Possible Action: Discussion and possible action regarding (1) a five-year contract with Bryx, Inc. ("Bryx") to provide equipment, software and support for a station alerting system for the Carson City Fire Department's ("CCFD") three fire stations for an amount not to exceed $120,500; and (2) a recommendation from the 9-1-1 Surcharge Advisory Committee ("9-1-1 Committee") to disburse $115,500 in 9-1-1 Surcharge funds for this contract. (Aaron Lowe, alowe@carson.org.)

Staff Summary: Bryx's station alerting software notifies appropriate CCFD personnel of emergency calls; automatically supplements information received from dispatch with GIS overlays of hydrant locations, geographical features and route directions for calls; and provides parallel incident notification to mobile devices. The not to exceed amount of $120,500 is based on a $92,900 charge for initial set up and the first year of service, then $6,900 annually for years two through five of the contract. The 9-1-1 Committee recommended expending $115,500 in 9-1-1 Surcharge funds for this contract.

Agenda Action: Formal Action / Motion **Time Requested:** 20 Minutes

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Proposed Motion

I move to approve, and authorize the Mayor to sign, the contract as presented, and to approve the expenditure of $115,500 from the 9-1-1 Surcharge Fund Account for the contract.

Board's Strategic Goal

Safety

Previous Action

January 28, 2020 – The 9-1-1 Committee approved a recommendation to expend $107,031 in 9-1-1 Surcharge funds for an updated station alerting system.

January 25, 2022 – The 9-1-1 Committee modified its January 28, 2020, action and approved a recommendation to expend $115,500 in 9-1-1 Surcharge funds over five years for an updated station alerting system through Bryx.

Background/Issues & Analysis

CCFD initiated a station alerting project, which included the implementation of heart-saving tones, in 2015. The first phase of that project provided an alerting system with heart saving tones, and it was completed mid-year in 2017. The second and third phases for the project were defined in early 2019 but funding was not available to proceed. After further review it was determined that those phases could be combined into a single project.

On January 28, 2020, the 9-1-1 Committee approved a recommendation to expend $107,031 in 9-1-1 Surcharge funds through two vendors to upgrade the alerting system and expand its capabilities to include CAD

integration, streamlined individual unit notification, simultaneous resource paging through the City network and dorm room control. Detailed design review was initiated with CCFD.

In December 2020, CCFD identified a station alerting system software that was better suited for CCFD operations at a comparable price. The Bryx system is a station alerting system that notifies the personnel, fire stations and specific apparatus at multi-unit fire stations of 9-1-1 Incidents. Bryx integrates current GIS information and requires less hardware and staff time to maintain current and future CAD systems. The 9-1-1 Committee received an update to that effect on April 20, 2021.

At the 9-1-1 Committee's January 25, 2022, meeting, CCFD presented information on the Bryx system and pricing and sought a recommendation for an expenditure of $115,500 over five years for the Bryx system, in lieu of the prior recommendation for a $107,031 expenditure. The 9-1-1 Committee recommended an expenditure of $115,500 through the Bryx contract.

All Carson City departments that will be impacted by this system have been included in the review and planning for this implementation. To that end, the proposed contract with Bryx includes an additional, one-time charge of $5,000 for a radio interface to ensure proper integration into the City's communications infrastructure. The need for this additional piece of equipment resulted in the proposed contract amount increasing from $115,500 to $120,500 after the 9-1-1 Committee made its January 25, 2022, recommendation. CCFD will use $5,000 from its Operations Budget to supplement the $115,500 in 9-1-1 Surcharge funds recommended by the 9-1-1 Committee for this contract.

The Bryx system will be expandable to the new fire station in the future, but any such expansion would be through a new contract, or an amendment to this proposed contract, when completion of the new fire station is imminent.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 244A.7645 and 332.115(g)-(j)

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Tiburon Project / 2872040-507727 for $115,500 to be used for Bryx installation and maintenance fee.
Operations Budget / 1012512-500433 for $5,000 to be used for installation and maintenance fee in FY 2023.

General Fund - Fire Department Operations 1012512-500433

FY 23: $5,000

911 Surcharge Fund - Tiburon Project 2872080-507727

FY 23: $87,900
FY 24: $6,900
FY 25: $6,900
FY 26: $6,900
FY 27: $6,900

Is it currently budgeted? No

Explanation of Fiscal Impact: For Fiscal Year ("FY") 2023 the 9-1-1 Surcharge Fund will cover initial startup costs and the first-year service fee for a total of $87,900 and $5,000 will be funded from the Fire Department

Operating Budget account 1012512-500433. The annual system maintenance fee of $6,900 beginning in FY 2024 and every subsequent fiscal year thereafter, for a total amount of $115,500 from the 9-1-1 Surcharge Fund, if approved, will be transferred from Undesignated to the Tiburon Project 2872080-507727.

Alternatives

Do not approve the contract or the disbursement of 9-1-1- Surcharge funds, and/or provide alternative direction.

Attachments:

Bryx and Carson City FD Contract (Final).pdf

911 Minutes 01.25.22.pdf

Board Action Taken:

Motion: approve

1) SG
2) MW

Aye/Nay

5/0/0

AR
(Vote Recorded By)

FIRE STATION ALERTING SYSTEM

"Bryx, Inc. and Carson City, Nevada"

THIS CONTRACT FOR FIRE STATION ALERTING SYSTEM (the "Contract") is made by and between Carson City, a consolidated municipality and political subdivision of the State of Nevada, hereinafter referred to as the "Carson City" and **BRYX, INC**., a Delaware Corporation registered to conduct business in the State of New York, with a business address of 59 Halstead Street, Rochester, NY 14710, hereinafter referred to as "Bryx."

NOW THEREFORE, for and in consideration of their mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. BRYX'S SERVICES

a. Bryx agrees to diligently and timely perform services for Carson City relating to the delivery of a fire station alerting system. The overall Scope of Services is described in **Exhibit "A,"** with associated fees provided in **Exhibit "B"** (the "Bryx Service"). Both exhibits are attached hereto and incorporated as if set forth fully herein. These items are collectively referred to as the Project.

b. This Contract shall commence immediately upon the execution of this Contract by both Carson City and Bryx and upon Bryx's receipt of a written Notice of Award from Carson City and shall continue through the completion of the Project. The estimated completion date is 1 month from receipt of contract from Carson City.

2. TITLE; CONFIDENTIALITY

a. **Title.** Carson City acknowledges that the Bryx Service, the documentation and all underlying hardware, software, and content, and any and all enhancements, modifications, additions or new releases of or to the same (collectively, the "Proprietary Materials") contain confidential information of, are trade secrets of, and are proprietary to Bryx and its licensors, and that title to the Proprietary Materials is and will remain

with Bryx and its licensors, as the case may be. All applicable rights to patents, copyrights, trademarks, and trade secrets in the Proprietary Materials are and will remain with Bryx and its licensors. Carson City will not assert any right, title or interest in the Proprietary Materials provided to Carson City under this Agreement, except for the non-exclusive, limited right of use granted to Carson City hereunder. Carson City will not remove or attempt to remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials. Carson City will not and will not attempt to reverse engineer, disassemble, decompile, unlock, copy or create derivative works of the Bryx Service in whole or in part for any reason.

b. **Confidentiality.** To the extent permitted by law including, each party will retain in confidence and will not (except in furtherance of this Agreement) use or disclose any business and/or technical information of the other party designated in writing as "Confidential", without the prior written consent of the other party and then only to the extent specified in such consent. Carson City acknowledges that the Proprietary Materials (even if not marked as “Confidential”) are Bryx’s confidential information. Each party will provide access to confidential information only by those employees and third-party contractors who have a need to access such information and who have entered into appropriate confidentiality agreements. Each party will use reasonable efforts to ensure compliance with the terms of such agreements. Neither party will have any confidentiality obligation with respect to disclosure of such information to others not party to this Agreement that: (i) is or becomes available to the public through no breach of this Agreement; (ii) was previously known by the receiving party without any obligation to hold it in confidence; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by the receiving party without the use of the confidential information of the disclosing party; (v) is approved for release by written authorization of the disclosing party, but only to the extent of such an authorization; or (vi) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof, but only to the extent of and for the purposes of such order, and only if the receiving party first notifies the disclosing party of the order and permits the disclosing party to seek an appropriate protective order.

Notwithstanding the foregoing, Bryx acknowledges that Carson City is a political subdivision of the State of Nevada and is subject to public records requests under NRS

Chapter 239. Pursuant to NRS 239.010, information or documents received from Bryx may be open to public inspection and copying. Carson City will have the duty to disclose requested records unless a particular record is made confidential by law or a common law balancing of interests. Bryx may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, NRS 600A.032, or similar, provided that Bryx, in so doing, agrees to indemnify and defend Carson City for honoring such a designation. The failure to so label any document that is released by Carson City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

c. **Ownership of Modifications.** Bryx will own all right, title, and interest (including all associated intellectual property rights) in and to any improvements, enhancements, modifications, derivations, or other changes thereto made by Bryx and relating to the Bryx Service, even if performed at the request of Carson City.

d. **Ownership of Carson City Data.** Carson City exclusively owns all rights, title and interest in and to all electronic data or information that Carson City, including the Carson City Fire Department, submits to the Bryx Service, excluding usernames, login credentials and passwords which are only owned by Carson City for as long as Carson City uses the Bryx Service, and which become Bryx's property immediately upon any termination of the Bryx Service or this Agreement. Notwithstanding the foregoing, Carson City agrees that Bryx can use, share and sell or license usage statistics, trends, analytics, reporting or results specific to Carson City Data and Carson City's use of the Bryx Service as long as such statistics, trends, analytics, reporting, results or data are compiled into an aggregated or anonymous format.

e. **Suggestions and Feedback.** Any suggestions, enhancement requests, recommendations or other feedback relating to the Bryx Service that Carson City or its users or agents provide to Bryx ("Feedback"), are not Carson City's confidential information and will be owned exclusively by Bryx and Carson City hereby assigns to Bryx, all right, title and interest in and to the Feedback.

3. COMPENSATION AND PAYMENT FOR CONTRACTOR'S SERVICES

a. Bryx shall receive the fees as outlined in Exhibit B as compensation for its services. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, and all other costs which are necessary to provide the services as outlined in the Contract.

b. **Taxes and Regulatory Costs.** Carson City as a Municipality is exempt from the state of Nevada Sales Taxes and United States Federal Excise Taxes. Prices quoted shall not include Federal or State/Province taxes. Carson City will furnish Bryx with tax exemption certificates at signing.

c. **Due Date; Late Payments.** Any amount payable under this Agreement, except for amounts disputed in good faith, will be due within 30 days after the date of Bryx's invoice.

4. INDEMNIFICATION

a. **Mutual.** To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

b. Except as otherwise provided in Subsection 3(d) below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with: (i) a written request for a legal defense for such pending claim(s) or cause(s) of action; and (ii) a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the

indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

c. After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

d. After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

e. **By Bryx Regarding Infringement.** Bryx will indemnify and hold Carson City and its employees, agents, successors and assigns from and against any and all loss, damage, liability, and expense, including without limitation reasonable attorneys' fees, arising from any claim brought against any such indemnified party by any third party to the extent that such action is based on a claim that any Bryx Service, when used in accordance with this Agreement, infringes a United States or Canadian copyright or patent and Bryx will pay all costs, settlements and damages finally awarded. Bryx will not be obligated to indemnify or hold Carson City harmless from any such action unless Carson City notifies Bryx in writing of any claim within 10 days after it learns of such a claim, gives Bryx sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Bryx Service is finally adjudged to so infringe, or in Bryx's opinion is likely to become the subject of such a claim, Bryx will, at its option and expense, either: (i) procure Carson City the right to continue using the Bryx Service; (ii) modify or replace the Bryx Service to make it non-infringing as long as the Bryx Service has the same material functionality; or (iii) terminate this Agreement and provide Carson City a pro rata refund of any pre-paid fees for the period after termination. Bryx will have no liability regarding any infringement claim arising out of: (i) use of other than a current, unaltered release of the Bryx Service unless the infringing portion is also in the then current release; (ii) use of the Service in combination with non-Bryx software, data or equipment if the infringement was caused

by such use or combination; (iii) any modification or derivation of the Service not specifically authorized in writing by Bryx; or (iv) use of third party software. THE FOREGOING STATES BRYX'S ENTIRE LIABILITY AND CARSON CITY'S EXCLUSIVE REMEDY FOR INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS BY THE SERVICE.

5. LIMITATION OF LIABILITY

a. IN NO EVENT WILL CARSON CITY OR BRYX, OR ANY OF THEIR LICENSORS, SUPPLIERS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY FOR LOSS OF USE, PROFIT, REVENUE, GOODWILL OR OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNIFICATION UNDER SECTION 3, THE AGGREGATE LIABILITY FOR THE PARTIES FOR ALL CLAIMS (EXCLUDING CLAIMS FOR PHYSICAL INJURY OR PROPERTY DAMAGE RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE SUM OF THE SERVICE FEES PAID BY CARSON CITY TO BRYX DURING THE PREVIOUS 12 MONTH PERIOD FOR THE BRYX SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM.

6. TERM AND TERMINATION; SUSPENSION.

a. **Term.** The term of the contract is for a period of five years, with an option to extend the contract upon mutual agreement to proceed "Term".

b. **By Carson City.** Carson City reserves the right to terminate this agreement without penalty or handling fees upon 45 days written notice due to unsatisfactory performance or for any reason deemed by Carson City to be in its best interest.

c. **By Bryx.** Bryx may terminate this Agreement upon 45 days prior written notice if Carson City fails to comply with any of the terms and conditions of this Agreement, and such noncompliance is not cured within such 45-day period.

d. **Automatic Termination.** Carson City's insolvency, receivership, bankruptcy, or assignment for the benefit of creditors will immediately terminate this Agreement without the need for any notice being given.

e. **Effect of Termination.** The Services will terminate immediately upon any termination of this Agreement. Bryx will have no obligation to refund any amounts paid by Carson City under this Agreement upon its termination. Upon any termination or expiration of this Agreement, Carson City will pay Bryx any outstanding invoices.

f. **Suspension of Services.** Bryx may suspend the Bryx Service at any time if Carson City is in breach of any obligation under this Agreement that is not cured within 10 days after notice from Bryx or immediately if Bryx has reasonable concerns about a security threat that could affect the Services or the data of any other user of the Bryx Service.

7. SUPPORT.

a. Bryx, directly or through a third-party supplier, will render the support services detailed in Exhibit C in support of the Bryx Service as described in Exhibit A.

8. GENERAL.

a. **Notices.** Any notice required or permitted hereunder will be in writing and will be deemed to have been duly given (i) upon hand delivery, (ii) on the first day following delivery to a internationally recognized overnight courier service, fee prepaid and return receipt or other confirmation of delivery requested, or (iii) upon confirmation of receipt by the party to receive such notice, of an email sent to the email address of such party. Any such notice will be delivered or sent to a party at its address, or e- mail address as set forth beneath its signature on this Agreement, or to such other address or fax number as may be designated by a party in a notice given to the other from time to time in accordance with the terms of this paragraph.

b. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of Nevada excluding its conflicts of law principles. The parties hereby submit to the exclusive jurisdiction of the courts of Carson City, Nevada for any actions, suits or proceedings arising out of or relating to this Agreement and each party agrees not to commence any action, suit or proceeding relating thereto except in such courts. Each party waives any objections or defenses that it may have with respect to such venues.

c. **Assignment.** Carson City may not assign this Agreement without the prior written consent of Bryx. For all purposes under this Agreement, any merger, consolidation, spin-off, acquisition of or change-in-control involving Carson City will be deemed an assignment. Any attempted assignment by Carson City will be invalid and will permit Bryx to automatically terminate this Agreement. In addition, Bryx may not assign this Agreement without the prior written consent of Carson City. Any such assignment without Carson City's written approval will be deemed invalid and will permit Carson City to terminate the agreement with no penalties, at which point Carson City would be provided a full refund of any fees paid for services not fully rendered within forty-five (45) days of notification to Bryx.

d. **Partial Invalidity.** If any provision of this Agreement is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions and this Agreement will be construed in all respects as if the invalid or unenforceable provision were omitted.

e. **Force Majeure.** Neither party will be liable for delays nor for non-performance due to an unforeseeable event, external to this Agreement and the parties, where the occurrence of the event beyond the non-performing or delayed party's reasonable control ("Force Majeure Events.") Force Majeure Events may include, but are not limited to: war, terrorism or threats of terrorism, civil disorder, labor strikes, fire, disease, medical epidemics or outbreaks, events which curtail necessary transportation facilities (e.g.

airports), or other unforeseeable events where the occurrence of the event is beyond the non-performing or delayed party's control.

f. **Waiver.** No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

g. **Entire Agreement.** This Agreement constitutes the entire agreement between Carson City and Bryx. Any amendment of this Agreement must be in writing signed and dated by both parties.

h. **Construction.** Any interpretation of this Agreement will not presume that its terms should be more strictly construed against one party by reason of any rule of construction or authorship. Further, this Agreement may be executed in two or more counterparts, each of which will be deemed an original. In making proof of this Agreement, it will not be necessary to produce more than one counterpart. The headings in this Agreement are for convenience only. They do not constitute a portion of this Agreement and will not be used in any construction of it.

i. **Subletting.** No contract may be sublet without the written consent of Carson City. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. Bryx shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify Carson City for such acts or omissions. Nothing contained in this Contract shall create any contractual relation between any subcontractor and Carson City.

j. **Publicity.** Bryx is required to obtain Carson City's written approval prior to issuing any press release, describing the license and parties' relationship. Bryx understands that

the State of Nevada and Carson City maintain statutes and policies, respectively, governing ethics in government which would likely be implicated by publication of such materials. Bryx will not have the right to use the name and logo of Carson City or the Carson City Fire Department in marketing, promotional or similar materials without the prior written consent of Carson City.

k. **Survival.** The provisions of this Agreement that by their nature would survive its termination will survive indefinitely.

l. **Independent Contractors.** Carson City's relationship to Bryx will be that of an independent contractor. Neither Carson City and its employees nor Bryx and its employees are agents or legal representatives of the other party for any purpose and have no authority to act for, bind, or commit the other party. This Agreement does not establish a franchise, joint venture, or partnership, or agency relationship.

m. **Non-Solicitation.** Carson City will not during the Term and for a period of one year afterwards knowingly entice, persuade or otherwise solicit any of the employees, contractor/consultants or other representatives of Bryx to leave the services of Bryx for any reason, which restriction excludes general solicitations not directed at Bryx employees, contractors/consultants or representatives.

n. **Notices.** Any notice, invoice, report, demand, or other type of documentation required by this Contract shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

BRYX:
David E. Thomas President
Bryx, Inc.
59 Halstead Street
Rochester, NY 14610
TEL 585.364.2799

EMAIL: david@bryx.com

CARSON CITY:
Attn: Dave Aurand, Fire Dept. Business Manager
Station 51
777 South Stewart Street
Carson City, Nevada 89701
TEL 775.283.7875
EMAIL: daurand@carson.org

WITH COPIES OF NOTICES TO:
Attn: Carol Akers, Purchasing & Contracts Admin.
Carson City Hall
201 N. Carson Street
Carson City, Nevada 89701
TEL 775.283.7362
EMAIL: cakers@carson.org

Notices are effective when received at the addresses specified above. Changes to the respective addresses which such notice is to be directed may be made from time to time by either party by written notice to the other party. Nothing in this Section shall be construed to restrict the transmission of routine communications between representatives of Bryx and Carson City.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

HEREBY, the parties have executed the Contract as of the date first above written.

Carson City:

By: Lori Bagwell

Name: Lori Bagwell

Title: Mayor

Date: 8/8/22

Bryx, Inc:

By: _____

David E. Thomas

Title: President

Date:_____

HEREBY, the parties have executed the Contract as of the date first above written.

Carson City:

By:_____

Name:_____

Title:_____

Date:_____

Bryx, Inc:

By: _____
David E. Thomas

Title: President

Date: 9/1/22

EXHIBIT A SCOPE OF SERVICES

This agreement is for the design, fabrication, delivery, and supervision of the start-up, testing and commissioning of a fully automated IP based Fire Station Alerting System that is capable of interfacing any real-time data source from all mainstream CADs and Records Management Systems. In addition, the scope includes any appurtenances or services not specifically mentioned nor included in the Contract but which are necessary as part of the work to ensure that the equipment is fully operational when installed in the fire station(s).

System Configuration

Bryx will be responsible for the supervision and programming of the Bryx Station Control Unit ("SCU") and the other hardware which are covered under the warranty outlined in Exhibit C. No extra fees will be charged.

User Training

- *Given the design of the Bryx platform and architecture, very little training is required. Most of the training will be focused on walking end users through our Bryx Management Site and Bryx Dispatch Site.*

- *Operator training shall be provided to the dispatchers and their supervisors as needed.*

- *The training schedule will be completed on-site as coordinated with Carson City.*

- *System maintenance, programming and troubleshooting training shall be provided for Carson City's staff.*

Note:

- **Bryx will be responsible for and assisting with the install of hardware and other tangible equipment related to the Bryx Alerting System until the system is operational for the Carson City Fire Department.**

- **Bryx to provide as-built, post-installation documentation (e.g. schematics, diagrams, plans) to Carson City Facilities Staff showing how Bryx Station Alerting System is connected to the various Carson City building components.**

EXHIBIT B Software as a Service – Three Stations

	Qty	Total
Yearly Service and Maintenance (Recurring Annual Charge)		$6,900
Bryx SCU and Audio Cable (One-Time Charge)	3	$69,000
Tablets (One-Time Charge)	3	$900
Volume Attenuators (One-Time Charge)	20	$1,200
GPIO (One-Time Charge)	3	$2,400
Installation of Bryx	3	$7,500
Bryx SCU and Audio Cable Radio Interface (One-Time Charge)	1	$5,000
Uninterrupted Power Supply (One-Time Charge)	3	Included
Hue Bridge (One-Time Charge)	3	Included
LED Light Strips (One-Time Charge)	24	Included
LED Light Tracks (One-Time Charge)	24	Included
HDMI Extender Kit & Receiver (One-Time Charge)	3	Included
100% Lifetime Warranty		Included

EXHIBIT C SUPPORT & WARRANTY

This Agreement is effective as of the Effective Date between Bryx and Carson City. The term of this Agreement is five (5) years from the Effective Date (the "End Date").

BRYX STATION

Hardware Warranty

Bryx warrants that the Bryx Proprietary Hardware provided in connection with Exhibit A ("Scope of Services") will be free of defects in materials and workmanship. In the event any hardware component of the Bryx Station system fails or malfunctions, Bryx will provide a replacement hardware component(s) within [5 business days] of reported failure.

Software Warranty

"Station Software" means all software, firmware, and databases created by Bryx for the Bryx Station system, including Bryx 911 software ("Bryx 911 Software" means all software and databases created by Bryx for the Bryx 911 mobile alerting platform). Bryx grants Carson City a non-exclusive, perpetual license to use the Station Software only in connection with Bryx Station and solely for Carson City internal business use. Bryx warrants that Station Software developed by Bryx, under normal use and service as originally delivered to Carson City, will function substantially in accordance with the functional description in Exhibit A ("Scope of Services").

Maintenance & Service

Carson City receives the following:

1. Unlimited access to Bryx 911 application for smartphones and apparatus (available on Android, iOS, and Universal Application).

2. All future updates, enhancements, and upgrades to the Bryx Station platform

3. Replacement hardware component(s) within [5 business days] of reported failure
4. Bryx Management Portal
5. Unlimited number of Bryx Station Boards
6. Customer support 24 hours, 7 days a week.

Customer Support Overview

Bryx's telephone and remote access support is provided by engineers from our Rochester, New York headquarters. All support calls are handled directly by engineers who built the Bryx platform. Typically, during normal business hours, customers receive a return call or email within an hour. Outside normal business hours, Bryx uses a rotating shift schedule where there is always a qualified support engineer "on call". Typically, outside normal business hours, customers will receive a return call or email within four (4) hours. Customer can reach the Bryx support team 24/7 by emailing support@bryx.com. These emails go to the entire Bryx team and are assigned to a support engineer on a rotating schedule. If there is a lapse in response time, support tickets are automatically escalated, and the next available engineer is assigned to the support request. We track individual engineer performance on handling these support tickets. Given that Bryx is cloud-based, 99% of our support requests are handled remotely with updates to the Bryx cloud infrastructure.

Redundancy & Cloud Infrastructure

```
|-->  Dallas Load Balancer - Dallas TX
| |--- app-1-a
| `--- app-1-b
|-->  Newark Load Balancer - Newark, NJ
| |--- app-2-a
| `--- app-2-b
|-->  Atlanta Load Balancer - Atlanta, GA
```

```
| |--- app-3-a
| `--- app-3-b
|-->  Freemont Load Balancer - Freemont, CA
    |--- app-4-a
    `--- app-4-b
Detroit Load Balancer - Freemont, CA
    |--- app-5-a
    `--- app-5-b
```

Each load balancer has monitoring of each of its child nodes. If a child node is unavailable, it will be routed to its twin in the data center.

All load balancers are externally monitored from 18 different monitoring stations world-wide. If the aggregate connection failure rate exceeds 15%, the node balancer is taken offline. Checks happen every 10 seconds.

Each application server is SOC2 compliant. All remote connections are restricted to RTPs (root-type people) as defined by their access control group. All remote connections server is logged remotely.

Database servers are hosted in Amazon AWS and data is encrypted in transit using TLS1.2. Data is encrypted at rest using EC-DSA. Three (3) database servers provide redundancy. One primary server is responsible for all writes, and two (2) secondary servers can be used for reads. If the primary is detected to be offline by the secondary servers, a secondary server is promoted to the primary and the application servers are notified. During testing, this typically happens in ten (10) seconds, or less.

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Fire Chief Sean Slamon

Agenda Title: For Possible Action: Discussion and possible action regarding authority to purchase emergency medical equipment and supplies for the Carson City Fire Department ("CCFD") utilizing joinder contract 2021002973 ("Joinder Contract") between Henry Schein, Inc. and the Regents of the University of California for a not to exceed amount of $60,000, through June 30, 2026. (Carol Akers, cakers@carson.org and Sean Slamon, sslamon@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion
I move to approve the purchase authority as requested.

Board's Strategic Goal
Efficient Government

Previous Action
N/A

Background/Issues & Analysis
Through this Joinder Contract, CCFD will purchase emergency medical equipment and supplies used on a daily basis for emergency medical response. This includes items such as IV supplies, medications, bandages, splints and other items used in the treatment of patients at the scene of medical calls and during transportation.

This Joinder Contract has an initial expiration date of January 31, 2026, with possible extensions through January 31, 2029, and allows CCFD to purchase emergency medical response equipment and supplies at discounted rates.

The Joinder Contract is available at
https://www.omniapartners.com/suppliers/henry-schein/public-sector/contract-documents#c4741

Applicable Statute, Code, Policy, Rule or Regulation
NRS 332.195

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number:

Ambulance Fund Medical Supplies Account / 5012525-500679

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, the Ambulance Medical Supplies account will be reduced by a not to exceed amount of $60,000. The annual budget for Fiscal Year 2026 in 5012525-500679 is $165,000.

Alternatives
Do not approve the purchase authority and/or provide alternative direction to staff.

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Fire Chief Sean Slamon

Agenda Title: For Possible Action: Discussion and possible action regarding authority to purchase personal protective equipment ("PPE"), including turnouts, and other safety equipment for the Carson City Fire Department ("CCFD") utilizing joinder contracts PS20015 and PS20060 between the League of Oregon Cities and L.N. Curtis & Sons, through March 26, 2026, for a total not to exceed amount of $150,000. (Carol Akers, cakers@carson.org and Sean Slamon, sslamon@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

---

Proposed Motion
I move to approve the purchase authority, as requested.

Board's Strategic Goal
Efficient Government

Previous Action
N/A

Background/Issues & Analysis
CCFD is responsible for providing PPE, turnouts and other safety equipment to all CCFD personnel who are active in the field. These items must meet the NFPA's safety standards. Staff has identified two joinder contracts through NPPGov for Globe G-XTREME 3.0 Jacket and Pants, other PPE and other fire-related safety equipment.

Joinder contracts being utilized:
League of Oregon Cities and L.N. Curtis & Sons, via NPPGov

Contract# PS20015, expiring March 18, 2026. (This is a three- year contract, which began on March 18, 2020, with three 1-year extensions, the last of which will expire on March 18, 2026.)
https://nppgov.com/contract/l-n-curtis-sons-firefighting-equipment

Contract# PS20060, expiring March 26, 2026. (This is a three- year contract, which began on March 26, 2020, with three 1-year extensions, the last of which will expire on March 26, 2026.)
https://nppgov.com/contract/curtis-ppe/

Applicable Statute, Code, Policy, Rule or Regulation
NRS 332.195

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: General Fund Personnel Protective Equipment Account / 1012512 500668 and 1012545 500668
General Fund Fire Rescue Tools and Equipment Account/ 1012512 5000674

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, the Personal Protective Equipment accounts & Fire Rescue Tools and Equipment account will be reduced by a not to exceed amount of $150,000 for Fiscal Year 2026. The available budget for FY 2026 in 1012512-500668 is $92,500, 1012545-500668 is $21,000 and 1012512-500674 is $46,000.

Alternatives
Do not approve the purchase authority and/or provide alternative direction to staff.

Attachment(s):
PS20015 Agreement.pdf

PS20060 Agreement.pdf

Motion: _____ 1) _____ Aye/Nay
2) _____ _____
_____
_____
_____
_____

_____
(Vote Recorded By)

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and L.N. CURTIS & SONS ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTING EQUIPMENT, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTING EQUIPMENT the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1910 for FIRE FIGHTING EQUIPMENT; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1910 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

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ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

L. N. CURTIS and SONS
185 Lennon Lane, Suite 110
Walnut Creek, CA 94598
ATTN: Nick Lawrence
Email: nlawrence@lncurtis.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is ca

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:

Signature: _____
38C546F8869143F...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 3/18/2020

VENDOR:

Signature: _____

Printed Name: Nick Lawrence

Title: Director, Special Programs
L.N. CURTIS & SON

Dated: 17 March 2020

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
Air Shelters USA/Zumro	Shelters	5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Ajax	Chisels, Pneumatic	5%	FFE Category 03. Extraction Tools & Supplies
Akron Brass	Nozzles, Hose	20%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Akron Brass	Waterflow Equipment	20%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Akron Brass	Lighting and mounts	20%	FFE Category 12. Other
All American Hose	Hose, Firefighting	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Allegro	Ventilation Systems	5%	FFE Category 01. Firefighting Equipment
Allied Medical	Oxygen Hardware	Net	FFE Category 12. Other
Amerex	Fire extinguishers	25%	FFE Category 07. Fire Extinguishers
American Honda	Pumps	5%	FFE Category 10. Fire Pumps
American Honda	Generators	5%	FFE Category 12. Other
Angus Hose	Hose, Firefighting	1%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Ansul	Fire extinguishers	25%	FFE Category 07. Fire Extinguishers
Ansul	Foam, Firefighting	54%	FFE Category 08. Firefighting Foam
Blowhard	Ventilation Systems	2%	FFE Category 01. Firefighting Equipment
Bullard	Thermal Imagers	5%	FFE Category 04. Search & Rescue Equipment
C & S Supply	Nozzles, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
C & S Supply	Waterflow Equipment	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
CET	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
CET	Skid Unit	5%	FFE Category 10. Fire Pumps
Chemguard	Foam, Firefighting	1%	FFE Category 08. Firefighting Foam
CMC	Harnesses, Rope	1%	FFE Category 04. Search & Rescue Equipment

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
CMC	Rope	1%	FFE Category 04. Search & Rescue Equipment
CMC	Tools, Rescue	1%	FFE Category 04. Search & Rescue Equipment
Coastal Environmental	Weather Stations	Net	FFE Category 12. Other
Cooper Tool Tools	Cutters, Bolt	20%	FFE Category 02. Firefighting Attack Tools
Council Tools	Tools, Hand Firefighting Attack	25%	FFE Category 02. Firefighting Attack Tools
Curtis	Slide-in (Heiman) Skid Unit	Net	FFE Category 10. Fire Pumps
CurtisCare Service	Service and Maintenance, Heavy Rescue Tools	Net	FFE Category 13. Maintenance, Service & Testing
Cutters Edge	Saws	5%	FFE Category 02. Firefighting Attack Tools
David Clark	Communications	Net	FFE Category 12. Other
Draft Commander	Testing, Fire Apparatus Nozzles	Net	FFE Category 12. Other
Draft Commander	Testing, Fire Apparatus Pump	Net	FFE Category 12. Other
Duo Safety	Ladders	1%	FFE Category 04. Search & Rescue Equipment
Elkhart Brass	Nozzles, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Elkhart Brass	Waterflow Equipment	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Euramco	Ventilation Systems	1%	FFE Category 01. Firefighting Equipment
Euramco Ram Fam	Ventilation Systems	1%	FFE Category 01. Firefighting Equipment
Euramco Ram Fam	Fans	5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
EZ-Spanner	Hydrant, Wrenches	Net	FFE Category 02. Firefighting Attack Tools
Ferno	First Aid	Net	FFE Category 12. Other
Fire Facilities	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training
Fire Hooks	Tools, Firefighting Attack	5%	FFE Category 02. Firefighting Attack Tools
Fire Research	Lighting Systems	1%	FFE Category 12. Other
Firefighters Bookstore	Training and Educational Materials	1%	FFE Category 05. Firefighting and Firefighter Training
Fire-Vent	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training
Fluke	Equipment, Detection (Heat)	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
Fol-da-tank	Pools and Tanks	25%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Fol-Da-Tank	Tank, Water (Portable)	25%	FFE Category 12. Other
Fountainhead	Pump, Backpack	25%	FFE Category 01. Firefighting Equipment
Foxfury	Lighting and mounts	1%	FFE Category 12. Other
FSI North America	Shelters	1%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Gosport	Covers & Tarps, Salvage	2%	FFE Category 12. Other
Groves Ready Rack	Racks, Clothing Storage	1%	FFE Category 12. Other
Hale	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
Harrington	Adapters, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Harrington	Fittings, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Harrington	Valves	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Harrington	Waterflow Devices	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Honda	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
Honeywell Salvage Master	Vacuums, Water	5%	FFE Category 12. Other
Hurst 10,000psi Jaws of Life	Tools, Rescue Hydraulic	1%	FFE Category 03. Extraction Tools & Supplies
Hurst 5,000psi Jaws of Life	Tools, Rescue Hydraulic	1%	FFE Category 03. Extraction Tools & Supplies
Hurst e-Draulics Jaws-of-Life	Tools, Rescue Hydraulic (Battery-Powered)	1%	FFE Category 03. Extraction Tools & Supplies
Hurst Strong Arm	Tools, Rescue Hydraulic	2%	FFE Category 03. Extraction Tools & Supplies
Husky	Pools and Tanks	25%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Husky	Tank, Water (Portable)	25%	FFE Category 12. Other
Husqvarna	Saws	20%	FFE Category 02. Firefighting Attack Tools
Indian Springs	Emergency HAZMAT Kit, Chlorine	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Junkin	First Aid	5%	FFE Category 12. Other
Kidde Simulators	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training
Kochek	Waterflow Devices, Wildland	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
Koehler/Brightstar	Lighting and mounts	2%	FFE Category 12. Other
K-Tool	Tools, Entry	5%	FFE Category 04. Search & Rescue Equipment
Leatherhead Tools	Axes	25%	FFE Category 02. Firefighting Attack Tools
Meret	Bags, Medical	1%	FFE Category 01. Firefighting Equipment
Miti	Showers/pools/wands, Decon	5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
MK Diamond	Blades, Saw	5%	FFE Category 02. Firefighting Attack Tools
MSA	Instrumentation, Parts (MSA)	5%	FFE Category 12. Other
MSA	Instrumentation, Portable (MSA)	1%	FFE Category 12. Other
National Foam/Angus	Foam, Firefighting	Net	FFE Category 08. Firefighting Foam
New Pig	Kit HAZMAT Clean-Up	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Nilfisk Turbo	Vacuums, Water	1%	FFE Category 12. Other
North American Hose	Hose, Firefighting	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Nupla/QEP	Tools, Firefighting	25%	FFE Category 02. Firefighting Attack Tools
Paratech	Tools Air Lifting Bags	5%	FFE Category 03. Extraction Tools & Supplies
Paratech	Tools Stabilization	5%	FFE Category 03. Extraction Tools & Supplies
Paratech	Tools, Trench Rescue	5%	FFE Category 03. Extraction Tools & Supplies
Paratech	Tools, Forcible Entry	5%	FFE Category 04. Search & Rescue Equipment
Pelican Lights	Lighting and mounts	25%	FFE Category 12. Other
Performance Advantage	Clamps, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Performance Advantage	Mounting Bracket, Tool	5%	FFE Category 12. Other
Petzel (Evac Systems)	Hardware, Rope	5%	FFE Category 04. Search & Rescue Equipment
Petzel (Evac Systems)	Rope	5%	FFE Category 04. Search & Rescue Equipment
PMI	Rope	1%	FFE Category 04. Search & Rescue Equipment
Prosser (Crane Pumps)	Pumps, Submersible	1%	FFE Category 10. Fire Pumps
Red Head Brass	Adapters, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
Red Head Brass	Couplings, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Red Head Brass	Fittings, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Red Head Brass	Valves	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Red Head Brass	Waterflow Devices	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Rescue 42	Tools, Stabilization	Net	FFE Category 03. Extraction Tools & Supplies
Rice	Tester, Hose	1%	FFE Category 13. Maintenance, Service & Testing
RIT Safety Solutions	Bags, Rapid Intervention Team (RIT)	5%	FFE Category 01. Firefighting Equipment
Sam Carbis	Ladders	5%	FFE Category 04. Search & Rescue Equipment
Savox	Camera, Systems Search	5%	FFE Category 04. Search & Rescue Equipment
Savox Con Space	Communications	5%	FFE Category 12. Other
Scott Plastics (Scotty)	Nozzles, Hose	1%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
SE International	Equipment, Detection (Radiation)	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Seco	Bags	5%	FFE Category 01. Firefighting Equipment
Simulaids	Training Aids and Mannequins	5%	FFE Category 05. Firefighting and Firefighter Training
Skedco	Patient Handling	Net	FFE Category 04. Search & Rescue Equipment
Smith Detection	Equipment, Detection	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Solberg	Foam, Firefighting	5%	FFE Category 08. Firefighting Foam
South Park	Wrenches	25%	FFE Category 01. Firefighting Equipment
South Park	Adapters, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
South Park	Couplings, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
South Park	Fittings, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
South Park	Waterflow Devices and Mounts	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Special Service	Chisels, Pneumatic	Net	FFE Category 03. Extraction Tools & Supplies
Stihl (Pacific Stihl)	Saws	Net	FFE Category 02. Firefighting Attack Tools
Streamlight	Flashlights	30%	FFE Category 01. Firefighting Equipment

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
Stryker	Patient Handling	Net	FFE Category 04. Search & Rescue Equipment
Super Vac	Saws	20%	FFE Category 02. Firefighting Attack Tools
Super Vac	Fans	20%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Super Vac	Smoke Machine	20%	FFE Category 12. Other
Task Force Tips	Adapters, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Task Force Tips	Waterflow Devices, TFT "New Force"	net	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Task Force Tips	Waterflow Equipment	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Task Force Tips	Nozzles, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Tempest	Ventilation Systems	1%	FFE Category 01. Firefighting Equipment
Tempest	Saws	1%	FFE Category 02. Firefighting Attack Tools
Tempest	Smoke Machine	1%	FFE Category 12. Other
Thermo Gel	Foam, Firefighting	Net	FFE Category 08. Firefighting Foam
Tingley	Boots, HAZMAT	25%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Tractel Grip Hoist	Tools, Come-a-long	Net	FFE Category 04. Search & Rescue Equipment
Turtle Plastics	Cribbing	5%	FFE Category 03. Extraction Tools & Supplies
Warthog	Blades, Saw	Net	FFE Category 02. Firefighting Attack Tools
Waterax	Pumps, Firefighting	Net	FFE Category 10. Fire Pumps
Waterous	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
Wehr	Saw, Windshield Glass	1%	FFE Category 03. Extraction Tools & Supplies
Weis Safety	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training
Weis Safety	Tester, Nozzles	Net	FFE Category 13. Maintenance, Service & Testing
Western Shelter	Tank, Water (Portable)	5%	FFE Category 12. Other
Western Shelters	Showers/pools/wands, Decon	5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Wing Enterprises/Little Giant	Ladders	5%	FFE Category 04. Search & Rescue Equipment
Wolfpack	Packs, Wildland	2%	FFE Category 01. Firefighting Equipment

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
Yates	Hardware, Rope	5%	FFE Category 04. Search & Rescue Equipment
Yates	Rope	5%	FFE Category 04. Search & Rescue Equipment
Zephyr	Clamps, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Zephyr	Mounting Bracket, Tool	5%	FFE Category 12. Other
Ziamatic	Tools, Hand	25%	FFE Category 02. Firefighting Attack Tools
Ziamatic	Clamps, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Ziamatic	Mount Bracket, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Ziamatic	Waterflow Devices	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Ziamatic	Mounting Bracket, Tool	25%	FFE Category 12. Other
Zistos	Camera, Systems Search & Rescue	Net	FFE Category 04. Search & Rescue Equipment
Zistos	Video Systems, Search & Rescue	Net	FFE Category 04. Search & Rescue Equipment
Zoll	Defibrillator, Automated External (AED)	1%	FFE Category 12. Other

Curtis' price schedule includes two separate pricing approaches:

1. Pricing for customers located in the forty-eight contiguous states and Alaska (FOB: Origin)
2. Pricing for the State of Hawaii (FOB: Destination)

Generally, Curtis is offering prices that are equal to our Most Favored Customer prices for items that are included in our GSA contract to maintain compliance with the terms and conditions of our contractual agreement with the General Services Adminstration. For those products not included in our GSA contract, Curtis' proposed prices are generally better than the prices Curtis typically offers to our most favored customer.

Curtis' Pricing Schedule, **sorted by brand,** is based upon a fixed percentage (%) off marked prices defined within each of the individual suppliers' catalog included in the "Current Catalog" section, starting on page **Error! Bookmark not defined.** of this proposal):

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at http:], as may be updated from time to time. [A current list may be obtained from Vendor.]

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ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

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ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

DocuSign Envelope ID: F5AB46BF-ABC5-4251-B050-CC7B7CC702F0

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

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ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Certificate Of Completion

Envelope Id: F5AB46BFABC54251B050CC7B7CC702F0
Status: Completed
Subject: SIGNATURE: MPA Between LOC and L.N. Curtis
Source Envelope:
Document Pages: 22
Signatures: 1
Initials: 0
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Bill DeMars
1100 Olive Way
Suite 1020
Seattle, WA 98101
bill.demars@nppgov.com
IP Address: 162.248.184.11

Record Tracking

Status: Original
3/18/2020 12:14:08 PM

Holder: Bill DeMars
bill.demars@nppgov.com

Location: DocuSign

Signer Events	Signature	Timestamp
Mike Cully mcully@orcities.org Security Level: Email, Account Authentication (None)	DocuSigned by: 38C546F8869143E... Signature Adoption: Drawn on Device Using IP Address: 65.153.83.90	Sent: 3/18/2020 12:16:07 PM Viewed: 3/18/2020 12:52:30 PM Signed: 3/18/2020 12:56:47 PM

Electronic Record and Signature Disclosure:
Accepted: 3/18/2020 12:52:30 PM
ID: e717fc25-ee0a-4761-bd7f-903db159ece5

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/18/2020 12:16:07 PM
Certified Delivered	Security Checked	3/18/2020 12:52:31 PM
Signing Complete	Security Checked	3/18/2020 12:56:46 PM
Completed	Security Checked	3/18/2020 12:56:46 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
To request paper copies from National Purchasing Partners
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with National Purchasing Partners
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.

Twelfth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Addition

This Amendment to the Master Price Agreement is entered into this 25th day of January 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SONS ("Vendor") based upon the sales and/or service of Fire Fighting Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about November 23, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about May 19, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about June 30, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about July 21, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about September 21, 2022 and by this reference incorporated herein; and

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WHEREAS, Vendor desires to add a product line to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about January 23, 2023, to add the Fotokite product lines to Attachment A in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product line:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Fotokite	Drones	5%	FFE Category 04. Search & Rescue Equipment

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patricia M. Mulvihill
A49AFD929F7246E...
Date February 2, 2023 | 10:56 AM PST

BY: Patricia M. Mulvihill
ITS: Executive Director

L.N. CURTIS & SONS

DocuSigned by:
Angela Mackey
9E1EB2421602451...
Date February 2, 2023 | 6:50 AM PST

BY: Angela Mackey
ITS: Director of Customer Service

DocuSign

Certificate Of Completion

Envelope Id: D75D7C9F6D05467EA985D3F08B979331
Status: Completed
Subject: Complete with DocuSign: Amendment 12 MPA 1910 Curtis FINAL.pdf
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
17930 International Boulevard
Suite 900
SeaTac, WA 98188
marshall.stiles@mynpp.com
IP Address: 66.212.64.166

Record Tracking

Status: Original
1/25/2023 11:25:34 AM

Holder: Marshall Stiles
marshall.stiles@mynpp.com

Location: DocuSign

Signer Events	Signature	Timestamp
Angela Mackey amackey@lncurtis.com Director of Customer Service Security Level: Email, Account Authentication (None)	DocuSigned by: Angela Mackey 9E1EB2421602451... Signature Adoption: Pre-selected Style Using IP Address: 199.117.230.123	Sent: 1/25/2023 11:27:14 AM Resent: 2/1/2023 11:00:53 AM Viewed: 2/2/2023 6:49:54 AM Signed: 2/2/2023 6:50:11 AM

Electronic Record and Signature Disclosure:
Accepted: 2/2/2023 6:49:54 AM
ID: f1a06f48-b9b8-4736-ad67-9c7caa98282b

Patricia M. Mulvihill pmulvihill@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Patricia M. Mulvihill A49AFD929F7246E... Signature Adoption: Pre-selected Style Using IP Address: 65.152.168.162	Sent: 2/2/2023 10:47:36 AM Viewed: 2/2/2023 10:55:55 AM Signed: 2/2/2023 10:56:02 AM

Electronic Record and Signature Disclosure:
Accepted: 2/2/2023 10:55:55 AM
ID: 73620eae-56c3-425f-bafb-b06908e123fd

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Marshall Stiles marshall.stiles@mynpp.com Contract Administrator NPP & NPPGov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 4.79.109.94	Sent: 2/2/2023 6:50:13 AM Viewed: 2/2/2023 10:47:35 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/25/2023 11:27:14 AM
Certified Delivered	Security Checked	2/2/2023 10:55:55 AM
Signing Complete	Security Checked	2/2/2023 10:56:02 AM
Completed	Security Checked	2/2/2023 10:56:02 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

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Eleventh Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Subtraction

This Amendment to the Master Price Agreement is entered into this 9th day of September 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SONS ("Vendor") based upon the sales and/or service of Fire Fighting Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about November 23, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about May 19, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about June 30, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about July 21, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to remove two product lines from Attachment A as permitted under the terms of the Master Price Agreement; and

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WHEREAS, Vendor has provided notice, on or about September 7, 2022, to remove Savox and Savox Con Space product lines from the product catalog in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Subtraction**. Attachment A to the Master Price Agreement shall be amended in part to reflect the removal of the following products:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Savox	Camera, Systems Search	-	FFE Category 04. Search & Rescue Equipment
Savox Con Space	Communications	-	FFE Category 12. Other

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patty Mulvihull
A49AFD929F7240F...

Date September 21, 2022 | 7:51 AM PDT

BY: Patty Mulvihull
ITS: Interim Executive Director

L.N. CURTIS & SONS

DocuSigned by:
Nick Lawrence
105BA01D37894D8...

Date September 9, 2022 | 12:01 PM PDT

BY: Nick Lawrence
ITS: Director, Special Programs

DocuSign

Certificate Of Completion

Envelope Id: 169422CEC39D4726A088F306A990DC3F
Status: Completed
Subject: Please DocuSign: Amendment 11 MPA 1910 LN Curtis FINAL.pdf
Source Envelope:
Document Pages: 4
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
17930 International Boulevard
Suite 900
SeaTac, WA 98188
marshall.stiles@mynpp.com
IP Address: 67.161.98.112

Record Tracking

Status: Original
9/9/2022 11:45:54 AM

Holder: Marshall Stiles
marshall.stiles@mynpp.com

Location: DocuSign

Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Lawrence 105BA01D37894D8... Signature Adoption: Pre-selected Style Using IP Address: 98.210.40.139	Sent: 9/9/2022 11:47:57 AM Viewed: 9/9/2022 12:01:24 PM Signed: 9/9/2022 12:01:39 PM

Electronic Record and Signature Disclosure:
Accepted: 2/28/2021 11:14:32 AM
ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6

Patty Mulvihull pmulvihill@orcities.org Interim Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Patty Mulvihull A49AFD929F7246E... Signature Adoption: Pre-selected Style Using IP Address: 65.152.168.162	Sent: 9/15/2022 11:43:24 AM Viewed: 9/21/2022 7:51:37 AM Signed: 9/21/2022 7:51:53 AM

Electronic Record and Signature Disclosure:
Accepted: 9/21/2022 7:51:37 AM
ID: 00cdbfc3-a4e9-402e-8f54-d2608ed878e9

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Marshall Stiles marshall.stiles@mynpp.com Contract Administrator NPP & NPPGov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 66.212.64.166	Sent: 9/9/2022 12:01:41 PM Viewed: 9/15/2022 11:43:23 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/9/2022 11:47:57 AM
Certified Delivered	Security Checked	9/21/2022 7:51:37 AM
Signing Complete	Security Checked	9/21/2022 7:51:53 AM
Completed	Security Checked	9/21/2022 7:51:53 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

DocuSign Envelope ID: 7FEC3E43-BFD2-4020-94E7-C9A05C10EF37

Tenth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Addition

This Amendment to the Master Price Agreement is entered into this 14th day of July 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SONS ("Vendor") based upon the sales and/or service of Fire Fighting Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about November 23, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about May 19, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about June 30, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a new product line to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about July 12, 2022, to add MSA Thermal Imagers to the Search & Rescue Equipment product category of the product catalog in the Master Price Agreement; and

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WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
MSA	Thermal Imagers	2%	FFE Category 04. Search & Rescue Equipment

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patty Mulvihull
A49AFD929F7246E...

BY: Patty Mulvihull
ITS: Interim Executive Director

Date July 15, 2022 | 6:19 AM PDT

L.N. CURTIS & SONS

DocuSigned by:
Nick Lawrence
105BA01D37894D8...

BY: Nick Lawrence
ITS: Director, Special Programs

Date July 21, 2022 | 12:05 PM PDT

DocuSign

Certificate Of Completion

Envelope Id: 7FEC3E43BFD2402094E7C9A05C10EF37
Status: Completed
Subject: Please DocuSign: Amendment 10 MPA 1910 LN Curtis FINAL.pdf
Source Envelope:
Document Pages: 4
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
17930 International Boulevard
Suite 900
SeaTac, WA 98188
marshall.stiles@mynpp.com
IP Address: 98.232.37.85

Record Tracking

Status: Original
7/13/2022 11:21:16 PM

Holder: Marshall Stiles
marshall.stiles@mynpp.com

Location: DocuSign

Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Lawrence 105BA01D37894D8... Signature Adoption: Pre-selected Style Using IP Address: 98.210.40.139	Sent: 7/13/2022 11:29:15 PM Resent: 7/21/2022 10:26:11 AM Viewed: 7/21/2022 12:04:45 PM Signed: 7/21/2022 12:05:04 PM

Electronic Record and Signature Disclosure:
Accepted: 2/28/2021 11:14:32 AM
ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6

Patty Mulvihull pmulvihill@orcities.org Interim Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Patty Mulvihull A49AFD929F7246E... Signature Adoption: Pre-selected Style Using IP Address: 65.152.168.162	Sent: 7/13/2022 11:29:16 PM Viewed: 7/15/2022 6:19:34 AM Signed: 7/15/2022 6:19:41 AM

Electronic Record and Signature Disclosure:
Accepted: 7/15/2022 6:19:34 AM
ID: b764f3a6-b25d-46a7-a652-dea9fbac71ac

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Angela Mackey amackey@lncurtis.com Director of Customer Service Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/21/2022 12:05:05 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/13/2022 11:29:16 PM
Certified Delivered	Security Checked	7/15/2022 6:19:34 AM
Signing Complete	Security Checked	7/15/2022 6:19:41 AM
Completed	Security Checked	7/21/2022 12:05:05 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

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Nineth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Updates to Attachment A

This Amendment to the Master Price Agreement is entered into this 29th day of June 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SONS ("Vendor") based upon the sales and/or service of Fire Fighting Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about November 23, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about May 19, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to remove six products from price list in Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to add TFT water flow products to the price list in Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, due to a reduction in the discount offered by the manufacture, Vendor desires to decrease the discount for the Super Vac product line from 20% to 5%, as permitted per Section 4.1 of the Master Price Agreement which states that manufacturing pricing is not guaranteed and may be adjusted based on the next manufacturing price increase; and

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WHEREAS, Vendor desires to update the supplier's name for two suppliers due to each supplier being acquired in separate acquisitions; and

WHEREAS, Vendor has provided notice, on or about June 20, 2022, of the requested updates to the price list in Attachment A of the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the aforementioned changes.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Subtraction**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product subtractions:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Curtis	Slide-in (Heiman) Skid Unit	Net	FFE Category 10. Fire Pumps
Draft Commander	Testing, Fire Apparatus Nozzles	Net	FFE Category 12. Other
Draft Commander	Testing, Fire Apparatus Pump	Net	FFE Category 12. Other
Skedco	Patient Handling	Net	FFE Category 04. Search & Rescue Equipment
Smith Detection	Equipment, Detection	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Vita Motivator	Eductors & related waterflow equipment	10%	FFE Category 09. Firefighting (Municipal) Hose & Accessories

2. **Product Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Task Force Tips	Waterflow Devices, TFT "New Force", "StationProtect" and "CrewProtect" Brands	Net	FFE Category 09. Firefighting (Municipal) Hose & Accessories

3. **Product Discount Change**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product discount changes:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Super Vac	Fans	~~20%~~ 5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Super Vac	Saws	~~20%~~ 5%	FFE Category 02. Firefighting Attack Tools
Super Vac	Smoke Machine	~~20%~~ 5%	FFE Category 12. Other

4. **Supplier Name Change**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following supplier name changes:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
~~Angus Hose~~ BullDog	Hose, Firefighting	10%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
~~Coastal Environmental~~ Campbell Scientific	Weather Stations	Net	FFE Category 12. Other

5. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patty Mulvihull
A49AFD029F7246E...

BY: Patty Mulvihull Date June 30, 2022 | 5:20 PM PDT

ITS: Interim Executive Director

L.N. CURTIS & SONS

DocuSigned by:
Nick Lawrence
1D5BA01D3789AD8...

BY: Nick Lawrence

ITS: Director, Special Programs

DocuSign

Certificate Of Completion

Envelope Id: 81C743601F3E461DB6419C70C8689E94
Status: Completed
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Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
17930 International Boulevard
Suite 900
SeaTac, WA 98188
marshall.stiles@mynpp.com
IP Address: 66.212.64.166

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Status: Original
6/30/2022 3:46:45 PM

Holder: Marshall Stiles
marshall.stiles@mynpp.com

Location: DocuSign

Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Lawrence 105BA01D37894D8... Signature Adoption: Pre-selected Style Signed by link sent to nlawrence@lncurtis.com Using IP Address: 67.183.141.55	Sent: 6/30/2022 3:49:14 PM Viewed: 7/1/2022 10:42:16 AM Signed: 7/1/2022 10:43:05 AM

Electronic Record and Signature Disclosure:
Accepted: 2/28/2021 11:14:32 AM
ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6

Patty Mulvihull pmulvihill@orcities.org Interim Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Patty Mulvihull A49AFD929F7246E... Signature Adoption: Pre-selected Style Signed by link sent to pmulvihill@orcities.org Using IP Address: 65.152.168.162	Sent: 6/30/2022 3:49:14 PM Viewed: 6/30/2022 5:19:33 PM Signed: 6/30/2022 5:20:31 PM

Electronic Record and Signature Disclosure:
Accepted: 6/30/2022 5:19:33 PM
ID: 4f971e48-7015-4300-ac28-a2a30f7b4ec5

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	6/30/2022 5:19:33 PM
Signing Complete	Security Checked	6/30/2022 5:20:31 PM
Completed	Security Checked	7/1/2022 10:43:05 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

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Eight Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Subtraction

This Amendment to the Master Price Agreement is entered into this 17th day of May 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SONS ("Vendor") based upon the sales and/or service of Fire Fighting Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about November 23, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to remove a product from Addendum A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about November 24, 2021, to remove the Warthog product line from the price list in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line subtraction.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Subtraction**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product subtraction:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Warthog	Blades, Saw	Net	FFE Category 02. Firefighting Attack Tools

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patty Mulvihull
A49AFD929F7240F...

Date May 19, 2022 | 7:11 PM PDT

BY: Patty Mulvihull
ITS: Interim Executive Director

L.N. CURTIS & SONS

DocuSigned by:
Nick Lawrence
105BA01D37894D8...

Date May 17, 2022 | 7:19 PM PDT

BY: Nick Lawrence
ITS: Director, Special Programs

DocuSign

Certificate Of Completion

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Status: Completed
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Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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17930 International Boulevard
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marshall.stiles@mynpp.com
IP Address: 98.232.37.85

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5/17/2022 6:03:02 PM

Holder: Marshall Stiles
marshall.stiles@mynpp.com

Location: DocuSign

Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Lawrence 105BA01D37894D8... Signature Adoption: Pre-selected Style Signed by link sent to nlawrence@lncurtis.com Using IP Address: 104.28.124.35 Signed using mobile	Sent: 5/17/2022 6:05:32 PM Viewed: 5/17/2022 7:19:25 PM Signed: 5/17/2022 7:19:42 PM
Electronic Record and Signature Disclosure: Accepted: 2/28/2021 11:14:32 AM ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6		
Patty Mulvihull pmulvihill@orcities.org Interim Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Patty Mulvihull A49AFD929F7246E... Signature Adoption: Pre-selected Style Signed by link sent to pmulvihill@orcities.org Using IP Address: 65.152.168.162	Sent: 5/19/2022 8:09:47 AM Viewed: 5/19/2022 7:11:09 PM Signed: 5/19/2022 7:11:17 PM
Electronic Record and Signature Disclosure: Accepted: 5/19/2022 7:11:09 PM ID: 97acccdd-a365-49fc-8dcd-8d0578592b43		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Marshall Stiles marshall.stiles@mynpp.com Contract Administrator NPP & NPPGov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 98.232.37.85	Sent: 5/17/2022 7:19:42 PM Viewed: 5/19/2022 8:09:47 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/17/2022 6:05:32 PM
Certified Delivered	Security Checked	5/19/2022 7:11:09 PM
Signing Complete	Security Checked	5/19/2022 7:11:17 PM
Completed	Security Checked	5/19/2022 7:11:17 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

DocuSign Envelope ID: 3F28EB47-B670-478F-977B-024FDB78E4B2

Seventh Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Subtraction and Supplier Name Update

This Amendment to the Master Price Agreement is entered into this 14th day of December 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SONS ("Vendor") based upon the sales and/or service of FIRE FIGHTING EQUIPMENT.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about November 23, 2021 and by this reference incorporated herein; and

WHEREAS, due to various changes in business relationships, Vendor desires to remove ten product lines from the price list as permitted under the terms of the Master Price Agreement; and

WHEREAS, due to the acquisition of a supplier, Vendor desires to update the Wehr supplier name to Fox Manufacturing; and

WHEREAS, Vendor has provided notice, on or about November 24, 2021, to remove ten product lines from the price list and to update the supplier's name of a single product line in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line subtraction and name change.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Subtraction**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product subtractions:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Old Products Removed from Catalog			
~~American Honda~~	~~Generators~~	~~5%~~	~~FFE Category 12. Other~~
~~American Honda~~	~~Pumps~~	~~5%~~	~~FFE Category 10. Fire Pumps~~
~~Blowhard~~	~~Ventilation Systems~~	~~2%~~	~~FFE Category 01. Firefighting Equipment~~
~~Elkhart Brass~~	~~Nozzles, Hose~~	~~5%~~	~~FFE Category 09. Firefighting (Municipal) Hose & Accessories~~
~~Elkhart Brass~~	~~Waterflow Equipment~~	~~5%~~	~~FFE Category 09. Firefighting (Municipal) Hose & Accessories~~
~~EZ-Spanner~~	~~Hydrant, Wrenches~~	~~Net~~	~~FFE Category 02. Firefighting Attack Tools~~
~~Honda~~	~~Pumps, Firefighting~~	~~5%~~	~~FFE Category 10. Fire Pumps~~
~~Honeywell Salvage Master~~	~~Vacuums, Water~~	~~5%~~	~~FFE Category 12. Other~~
~~Stihl (Pacific Stihl)~~	~~Saws~~	~~Net~~	~~FFE Category 02. Firefighting Attack Tools~~

2. **Supplier Name Change**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following supplier name change:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier Old Name	Supplier New Name	Product	Discount Off List	Contract (Product) Category
New Product Added to Catalog				
Wehr	Fox Manufacturing	Saw, Windshield Glass	10%	FFE Category 03. Extraction Tools & Supplies

3. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

_____ Date December 15, 2021 | 1:55 PM PST

BY: Mike Curry
ITS: Executive Director

L.N. CURTIS & SONS

DocuSigned by:

Nick Lawrence

_____ Date December 15, 2021 | 1:42 PM PST

BY: Nick Lawrence
ITS: Director, Special Programs

DocuSign

Certificate Of Completion

Envelope Id: 3F28EB47B670478F977B024FDB78E4B2
Status: Completed
Subject: Please DocuSign: Amendment 7 MPA 1910 Curtis FINAL.pdf
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
17930 International Boulevard
Suite 900
SeaTac, WA 98188
marshall.stiles@mynpp.com
IP Address: 98.232.37.85

Record Tracking

Status: Original
12/14/2021 5:06:08 PM

Holder: Marshall Stiles
marshall.stiles@mynpp.com

Location: DocuSign

Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Lawrence 105BA01D37894D8... Signature Adoption: Pre-selected Style Using IP Address: 98.210.40.139	Sent: 12/14/2021 5:08:09 PM Viewed: 12/15/2021 1:41:58 PM Signed: 12/15/2021 1:42:41 PM
Electronic Record and Signature Disclosure: Accepted: 2/28/2021 11:14:32 AM ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6		
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: [illegible] Signature Adoption: Uploaded Signature Image Using IP Address: 71.63.236.213	Sent: 12/15/2021 1:42:42 PM Viewed: 12/15/2021 1:55:50 PM Signed: 12/15/2021 1:55:55 PM
Electronic Record and Signature Disclosure: Accepted: 12/15/2021 1:55:50 PM ID: bf37e5d2-19e1-4eec-abd8-b05ad992fe32		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/14/2021 5:08:09 PM
Certified Delivered	Security Checked	12/15/2021 1:55:50 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	12/15/2021 1:55:55 PM
Completed	Security Checked	12/15/2021 1:55:55 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

DocuSign Envelope ID: 2DDD1CCC-9039-4092-8F74-B0EF229D0C7D

Sixth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Subtraction

This Amendment to the Master Price Agreement is entered into this 15th day of November 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SONS ("Vendor") based upon the sales and/or service of FIRE FIGHTING EQUIPMENT.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, due to various reasons including but not limited to a obsolete product line, Vendor desires to remove four product lines from the price list; and

WHEREAS, Vendor has provided notice, on or about November 11, 2021, to update the price list to in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line subtraction.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Subtraction**. Attachment A to the Master Price Agreement shall be amended in part to reflect the removal of the following products from the price list:

~~Husqvarna~~	~~Saws~~	~~20%~~	~~FFE Category 02. Firefighting Attack Tools~~
~~Fire Research~~	~~Lighting Systems~~	~~10%~~	~~FFE Category 12. Other~~
~~Hurst 5,000psi Jaws of Life~~	~~Tools, Rescue Hydraulic~~	~~10%~~	~~FFE Category 03. Extraction Tools & Supplies~~
~~Zoll~~	~~Defibrillator, Automated External (AED)~~	~~10%~~	~~FFE Category 12. Other~~

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

Date November 23, 2021 | 1:56 PM PST

BY: Mike Cully
ITS: Executive Director

L.N. CURTIS & SONS

DocuSigned by:
Nick Lawrence

Date November 23, 2021 | 10:58 AM PST

BY: Nick Lawrence
ITS: Director, Special Programs

DocuSign

Certificate Of Completion

Envelope Id: 2DDD1CCC903940928F74B0EF229D0C7D
Status: Completed
Subject: Please DocuSign: Amendment 6 MPA 1910 Curtis FINAL.pdf
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
1100 Olive Way
Suite 1020
Seattle, WA 98101
marshall.stiles@mynpp.com
IP Address: 98.232.37.85

Record Tracking

Status: Original
11/15/2021 4:51:29 PM

Holder: Marshall Stiles
marshall.stiles@mynpp.com

Location: DocuSign

Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Lawrence 105BA01D37894D8... Signature Adoption: Pre-selected Style Using IP Address: 98.210.40.139	Sent: 11/15/2021 4:53:07 PM Viewed: 11/23/2021 10:58:10 AM Signed: 11/23/2021 10:58:37 AM
Electronic Record and Signature Disclosure: Accepted: 2/28/2021 11:14:32 AM ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6		
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Signature Adoption: Uploaded Signature Image Using IP Address: 174.197.0.184 Signed using mobile	Sent: 11/23/2021 10:58:39 AM Viewed: 11/23/2021 1:56:25 PM Signed: 11/23/2021 1:56:36 PM
Electronic Record and Signature Disclosure: Accepted: 11/23/2021 1:56:25 PM ID: 71a56e72-2ee4-4fcc-bbc2-911c372b1084		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	11/23/2021 1:56:25 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	11/23/2021 1:56:36 PM
Completed	Security Checked	11/23/2021 1:56:36 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Consequences of changing your mind

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All notices and disclosures will be sent to you electronically

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How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

Fifth Amendment to Master Price Agreement for FIRE FIGHTING EQUIPMENT

Product Line Addition, Subtraction and Discount Update

This Amendment to the Master Price Agreement is entered into this 15th day of July, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SONS ("Vendor") based upon the sales and/or service of FIRE FIGHTING EQUIPMENT.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about February 28, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a new product under the Search & Rescue Equipment category of the product catalog as permitted under the terms of the Master Price Agreement; and

WHEREAS, Due to a change in the business relationship between Vendor and supplier, Vendor desires to remove three products from the product catalog as permitted under the terms of the Master Price Agreement; and

WHEREAS, Due to a change in the business relationship between Vendor and supplier, Vendor desires to increase the discount off list percentage for two Akron Brass products as permitted under the terms of the Master Price Agreement; and

WHEREAS, Due to a change in the business relationship between Vendor and supplier, Vendor desires to decreases the discount off list percentage for two Task Force Tips products as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about June 10, 2021, of these here changes to the product catalog in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line changes and the product discount changes.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition and Subtraction**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition and product subtractions:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
New Product Added to Catalog			
Bullard	Thermal Imager, model TSX	2%	FFE Category 04. Search & Rescue Equipment
Old Products Removed from Catalog			
Ansul	Fire extinguishers	25%	FFE Category 07. Fire Extinguishers
Ansul	Foam, Firefighting	54%	FFE Category 08. Firefighting Foam
Thermo Gel	Foam, Firefighting	Net	FFE Category 08. Firefighting Foam

2. **Product Discount Change**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following discount off list changes:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Old Discount Off List	New Discount Off List	Contract (Product) Category
Akron Brass	Nozzles, Hose	20%	26%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Akron Brass	Waterflow Equipment	20%	26%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Task Force Tips	Nozzles, Hose	30%	27%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Task Force Tips	Waterflow Equipment	30%	27%	FFE Category 09. Firefighting (Municipal) Hose & Accessories

3. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

_____ Date July 15, 2021 | 8:31 AM PDT

BY: Mike Curry
ITS: Executive Director

L.N. CURTIS & SONS

DocuSigned by:

Nick Lawrence _____ Date July 15, 2021 | 8:38 PM PDT

BY: Nick Lawrence
ITS: Director, Special Programs

DocuSign

Certificate Of Completion

Envelope Id: BD6798469669440C8E4C7A9A78FD2BBC
Status: Completed
Subject: Please DocuSign: Amendment 5 RFP 1910 Curtis - FINAL.pdf
Source Envelope:
Document Pages: 4
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
1100 Olive Way
Suite 1020
Seattle, WA 98101
marshall.stiles@mynpp.com
IP Address: 73.254.237.236

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Status: Original
7/15/2021 6:05:43 PM

Holder: Marshall Stiles
marshall.stiles@mynpp.com

Location: DocuSign

Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Lawrence 105BA01D37894D8... Signature Adoption: Pre-selected Style Using IP Address: 98.210.40.139 Signed using mobile	Sent: 7/15/2021 6:08:30 PM Viewed: 7/15/2021 8:37:33 PM Signed: 7/15/2021 8:38:02 PM
Electronic Record and Signature Disclosure: Accepted: 2/28/2021 11:14:32 AM ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6		
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Signature Adoption: Uploaded Signature Image Using IP Address: 71.63.236.213	Sent: 7/15/2021 8:38:03 PM Viewed: 7/16/2021 8:31:16 AM Signed: 7/16/2021 8:31:33 AM
Electronic Record and Signature Disclosure: Accepted: 7/16/2021 8:31:16 AM ID: 197651af-9dbb-4198-9cf9-9698c0c82659		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2021 6:08:30 PM
Certified Delivered	Security Checked	7/16/2021 8:31:16 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/16/2021 8:31:33 AM
Completed	Security Checked	7/16/2021 8:31:33 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

DocuSign Envelope ID: D8441051-5EEC-4F51-9D49-D01ADF829DFE

Fourth Amendment to Fire Fighter Equipment RFP 1910

Master Price Agreement

Product Line Addition

This Amendment to the Master Price Agreement is entered into this 1st day of March, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of Fire Fighter Equipment (FFE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add two new products to the product catalog as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about January 21, 2021, to add two new products, one from RAPCO Industries and one from Vita Motivator, to the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the new product additions.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Line Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following new products added to the product catalog:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
RAPCO Industries	Saws, Chains and related rescue equipment	10%	FFE Category 04. Search & Rescue Equipment
Vita Motivator	Eductors & related waterflow equipment	10%	FFE Category 09. Firefighting (Municipal) Hose & Accessories

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
38C546F8860143E...
Date February 28, 2021 | 11:56 AM PST
BY: Mike Cully
ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:
Nick Lawrence
185BA01D37894D8...
Date February 28, 2021 | 11:15 AM PST
BY: Nick Lawrence
ITS: Director, Special Programs

DocuSign Envelope ID: 8D440164-BA1B-4402-BB1E-F6A9F48B476B

Third Amendment to Fire Fighter Equipment RFP 1910

Master Price Agreement

Product Name Change and Product Discount Increase

This Amendment to the Master Price Agreement is entered into this _____ day of December, 2020 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of Fire Fighter Equipment (FFE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the first Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor desires to change the supplier name "Cooper Tools" to the name of the new owner, "Apex Tool Group" as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to increase the discount from 5% to 43% for the product "Blades, Saw" offered by supplier MK Diamond; and

WHEREAS, Vendor has provided notice, on or about December 2, 2020, to update the supplier name from Cooper Tools to Apex Tool Group and to update the MK Diamond Blades, Saw discount from 5% to 43% in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product name change and product discount change.

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Name Change and Product Discount Increase**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product name change and product discount change:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS COOPERATIVE PURCHASING CONTRACTS TO SEARCH: "ctrl" + "F" enter the item (product or supplier) you are searching				
Supplier	**Product**	**Discount Off List**	**COOP Contract**	**Contract (Product) Category**
~~Cooper Tool Tools~~ Apex Tool Group	**Cutters, Bolt**	**20%**	**NPPGov PS20015 (Firefighting Equipment)**	**FFE Category 02. Firefighting Attack Tools**
MK Diamond	**Blades, Saw**	**~~5%~~ 43%**	**NPPGov PS20015 (Firefighting Equipment)**	**FFE Category 02. Firefighting Attack Tools**

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
38C546F8869143E...
Date 12/3/2020

BY: Mike Cully
ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:
Nick Lawrence
105BA01D37894D8...
Date 12/3/2020

BY: Nick Lawrence
ITS: Director, Special Programs

DocuSign Envelope ID: 3A27D238-99FA-49E3-AA0F-EF02406698E3

Second Amendment to Fire Fighter Equipment RFP 1910

Master Price Agreement

Vendor Name Change

This Amendment to the Master Price Agreement is entered into this 8th day of September, 2020 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of Fire Fighter Equipment (FFE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the first Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor wishes to update the name of one of its vendors based on that vendor legally changing their name who is listed in its Proposal as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor included All-American Hose in its Proposal as a Brand; and

WHEREAS, All-American Hose has legally changed its name to Snap-tite Hose Inc.; and

WHEREAS, Vendor has provided notice, on or about September 8, 2020, of the change in vendors legal name; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the name change.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Vendor Name Change**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following name change:

BRAND	PRODUCT DESCRIPTION	DISCOUNT OFF LIST	CONTRACT (PRODUCT) CATEGORY
~~All American Hose~~ Snap-tite Hose	Hose, Firefighting	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

38C546F8869143E... Date 9/8/2020

BY: Mike Cully

ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:

Nick Lawrence Date 9/8/2020

105BA01D37894D8...

BY: Nick Lawrence

ITS: Director, Special Programs

Certificate Of Completion

Envelope Id: 3A27D23899FA49E3AA0FEF02406698E3
Status: Completed
Subject: Please DocuSign: Curtis Second Amendment 1910 FFE.pdf
Source Envelope:
Document Pages: 2
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Bill DeMars
1100 Olive Way
Suite 1020
Seattle, WA 98101
bill.demars@nppgov.com
IP Address: 173.29.186.28

Record Tracking

Status: Original
9/8/2020 10:10:46 AM

Holder: Bill DeMars
bill.demars@nppgov.com

Location: DocuSign

Signer Events	Signature	Timestamp
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: 38C546F8869143E... Signature Adoption: Drawn on Device Using IP Address: 71.63.237.219	Sent: 9/8/2020 10:19:39 AM Viewed: 9/8/2020 10:20:56 AM Signed: 9/8/2020 10:21:01 AM
Electronic Record and Signature Disclosure: Accepted: 9/8/2020 10:20:56 AM ID: 60d4dbdb-de97-4fd0-8fca-87141b75f7cc		
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Lawrence 105BA01D37894D8... Signature Adoption: Pre-selected Style Using IP Address: 174.194.140.3 Signed using mobile	Sent: 9/8/2020 10:19:39 AM Viewed: 9/8/2020 12:13:08 PM Signed: 9/8/2020 12:13:38 PM
Electronic Record and Signature Disclosure: Accepted: 3/25/2020 4:42:06 PM ID: 29a19c89-942f-408d-bfc6-a5b2e12f16e0		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/8/2020 10:19:39 AM
Certified Delivered	Security Checked	9/8/2020 12:13:08 PM
Signing Complete	Security Checked	9/8/2020 12:13:38 PM
Completed	Security Checked	9/8/2020 12:13:38 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with National Purchasing Partners
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.

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First Amendment to Fire Fighter Equipment RFP 1910

Master Price Agreement

Product Line Addition

This Amendment to the Master Price Agreement is entered into this 17_____ day of June, 2020 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of Fire Apparatus.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about March 17, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor wishes to increase its discount for many categories and manufacturers offered in its Proposal as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor wishes to remove duplicated products already listed on another Master Price Agreement with Purchaser; and

WHEREAS, Vendor included the Hurst extrication tools in its Proposal; and

WHEREAS, new Hurst extrication products have become available; and

WHEREAS, Vendor has provided notice, on or about June 4, 2020, to include new Hurst Tools at comparable pricing offered for existing Hurst tools on contract and to offer a greater discount for current manufacturers on contract; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following discount rate changes, one product addition, and two line deletions:

Supplier	Product	Discount Off List	Contract (Product) Category
Task Force Tips DELETE (error, duplicate)	~~Adapters, Hose~~	~~5%~~	~~FFE Category 09. Firefighting (Municipal) Hose & Accessories~~
Cutters Edge DELETE (business viability)	~~Saws~~	~~5%~~	~~FFE Category 02. Firefighting Attack Tools~~
Euramco Ram Fan	Ventilation Systems	**10%**	FFE Category 01. Firefighting Equipment
Meret	Bags, Medical	**10%**	FFE Category 01. Firefighting Equipment
Tempest	Ventilation Systems	**12%**	FFE Category 01. Firefighting Equipment
Tempest	Saws	**12%**	FFE Category 02. Firefighting Attack Tools
Hurst 10,000psi Jaws of Life	Tools, Rescue Hydraulic	**10%**	FFE Category 03. Extraction Tools & Supplies
Hurst 5,000psi Jaws of Life	Tools, Rescue Hydraulic	**10%**	FFE Category 03. Extraction Tools & Supplies
Hurst eDRAULIC EWXT Rescue Tools	Tools, Rescue Hydraulic	**10%**	FFE Category 03. Extraction Tools & Supplies
Hurst eDraulic Rescue Tools	Tools, Rescue Hydraulic (Battery-Powered)	**10%**	FFE Category 03. Extraction Tools & Supplies
Wehr	Saw, Windshield Glass	**10%**	FFE Category 03. Extraction Tools & Supplies
CMC	Harnesses, Rope	**10%**	FFE Category 04. Search & Rescue Equipment
CMC	Rope	**10%**	FFE Category 04. Search & Rescue Equipment
CMC	Tools, Rescue	**10%**	FFE Category 04. Search & Rescue Equipment
Duo Safety	Ladders	**10%**	FFE Category 04. Search & Rescue Equipment
PMI	Rope	**10%**	FFE Category 04. Search & Rescue Equipment
Firefighters Bookstore	Training and Educational Materials	**10%**	FFE Category 05. Firefighting and Firefighter Training
Euramco Ram Fan	Fans	**10%**	FFE Category 06. Hazardous Material (HAZMAT) Equipment
FSI North America	Shelters	**10%**	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Chemguard	Foam, Firefighting	**10%**	FFE Category 08. Firefighting Foam
Angus Hose	Hose, Firefighting	**10%**	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Scott Plastics (Scotty)	Nozzles, Hose	**10%**	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Prosser (Crane Pumps)	Pumps, Submersible	**10%**	FFE Category 10. Fire Pumps
Fire Research	Lighting Systems	**10%**	FFE Category 12. Other
Foxfury	Lighting and mounts	**13%**	FFE Category 12. Other
Gosport	Covers & Tarps, Salvage	**15%**	FFE Category 12. Other
Groves Ready Rack	Racks, Clothing Storage	**10%**	FFE Category 12. Other
Koehler/Brightstar	Lighting and mounts	**15%**	FFE Category 12. Other
MSA	Instrumentation, Portable (MSA)	**10%**	FFE Category 12. Other
Nilfisk Turbo	Vacuums, Water	**10%**	FFE Category 12. Other
Tempest	Smoke Machine	**12%**	FFE Category 12. Other
Zoll	Defibrillator, Automated Eexternal (AED)	**10%**	FFE Category 12. Other
Rice	Tester, Hose	**10%**	FFE Category 13. Maintenance, Service & Testing

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 17, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

38C546F8869143E...

Date 6/17/2020

BY: Mike Cully

ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:

Nick Lawrence

105BA01D37894D8...

Date 6/17/2020

BY: Nick Lawrence

ITS: Director, Special Programs

Certificate Of Completion

Envelope Id: EA612808567946F6BE38C6210FAC87E6
Status: Completed
Subject: Please DocuSign: MPA Amendment 1 RFP 1910 Curtis FINAL.pdf
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Bill DeMars
1100 Olive Way
Suite 1020
Seattle, WA 98101
bill.demars@nppgov.com
IP Address: 24.16.218.197

Record Tracking

Status: Original
6/17/2020 12:33:28 AM

Holder: Bill DeMars
bill.demars@nppgov.com

Location: DocuSign

Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Lawrence 105BA01D37894D8... Signature Adoption: Pre-selected Style Using IP Address: 98.210.40.139	Sent: 6/17/2020 12:39:09 AM Viewed: 6/17/2020 6:47:49 PM Signed: 6/17/2020 6:48:17 PM
Electronic Record and Signature Disclosure: Accepted: 3/25/2020 4:42:06 PM ID: 29a19c89-942f-408d-bfc6-a5b2e12f16e0		
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: 38C546F8869143E... Signature Adoption: Drawn on Device Using IP Address: 71.63.237.219 Signed using mobile	Sent: 6/17/2020 6:48:18 PM Viewed: 6/17/2020 9:40:56 PM Signed: 6/17/2020 9:41:04 PM
Electronic Record and Signature Disclosure: Accepted: 6/17/2020 9:40:56 PM ID: 86854a93-25e3-494a-8583-cc4794aaeeb9		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/17/2020 6:48:18 PM
Certified Delivered	Security Checked	6/17/2020 9:40:56 PM
Signing Complete	Security Checked	6/17/2020 9:41:04 PM
Completed	Security Checked	6/17/2020 9:41:04 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with National Purchasing Partners
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

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Master Price Agreement

between

League of Oregon Cities and L.N. Curtis & Son

Contact Number PS20060

for

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Effective March 26, 2020

DocuSign Envelope ID: 6C7EE3B9-870D-4122-9FCD-DF3997146411

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and L.N. CURTIS & SON ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE), as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1915 for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE); and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1915 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to

Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage,

claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal

representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

L. N. CURTIS and SONS
185 Lennon Lane, Suite 110
Walnut Creek, CA 94598
ATTN: Nick Lawrence
Email: nlawrence@lncurtis.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is ca

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:

Signature: _____

38C546F8869143E...

Printed Name: Mike Cully

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: 3/26/2020

VENDOR:

DocuSigned by:

Signature: Nick Lawrence

105BA01D37894D8...

Printed Name: Nick Lawrence

Title: Director, Special Programs

L.N. CURTIS & SON

Dated: 3/25/2020

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract Category**
Globe	Turnout Ensembles ATHLETIX style	37%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Ensembles CLASSIX Metro style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Ensembles CLASSIX style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Ensembles G-XCEL style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Ensembles G-XTREME 3.0 style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Ensembles REAXTION style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Trousers, Globe Pant System	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Trousers, w/ Integrated Harness System	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Bullard	Helmets, Wildland	25%	PPE Category 02. Wildland Firefighting Protective Gear
Crew Boss	Clothing, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
Danner/LaCrosse	Boots, Wildland	25%	PPE Category 02. Wildland Firefighting Protective Gear
Firecraft	Gloves, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
Hotshield	Respiratory Protection, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
PGI	Clothing, Wildland	20%	PPE Category 02. Wildland Firefighting Protective Gear
PGI	Hoods, Wildland	10%	PPE Category 02. Wildland Firefighting Protective Gear
Shelby	Gloves, Wildland	20%	PPE Category 02. Wildland Firefighting Protective Gear
Tech Trade (Pro-tech)	Gloves, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
Whites Boots	Boots, Wildland	10%	PPE Category 02. Wildland Firefighting Protective Gear
5.11 Tactical	Clothing, Tactical Ensembles	30%	PPE Category 03. EMS and General Fire Garments
Crew Boss	Clothing, Rescue	5%	PPE Category 03. EMS and General Fire Garments
Crew Boss	Clothing, Station Wear	5%	PPE Category 03. EMS and General Fire Garments
DFND	Clothing, Base Layer	5%	PPE Category 03. EMS and General Fire Garments
DuPont	Clothing, HAZMAT Ensembles	20%	PPE Category 03. EMS and General Fire Garments
Fire Innovations	Belts, Ladder	5%	PPE Category 03. EMS and General Fire Garments
Gemtor	Belts, Ladder	10%	PPE Category 03. EMS and General Fire Garments
Kappler	Clothing, HAZMAT Ensembles	Net	PPE Category 03. EMS and General Fire Garments
Lakeland	Clothing, HAZMAT Ensembles	25%	PPE Category 03. EMS and General Fire Garments
PGI	Hoods, Firefighting	10%	PPE Category 03. EMS and General Fire Garments
Under Armor	Clothing, Base, Mid and Outer Layers	10%	PPE Category 03. EMS and General Fire Garments
Workrite Uniforms	Clothing, Station Wear	5%	PPE Category 03. EMS and General Fire Garments
MSA	Helmets, Fire & Rescue	25%	PPE Category 04. Helmets (Structural or Proximity)
Paul Conway	Helmet, Fronts (ID)	Net	PPE Category 04. Helmets (Structural or Proximity)

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract Category**
Firecraft	Gloves, Extrication	5%	PPE Category 05. Gloves (Structural or Proximity)
Firecraft	Gloves, Firefighting	5%	PPE Category 05. Gloves (Structural or Proximity)
Mechanix	Gloves	10%	PPE Category 05. Gloves (Structural or Proximity)
Ringers	Gloves	15%	PPE Category 05. Gloves (Structural or Proximity)
Ringers	Gloves, Extrication	10%	PPE Category 05. Gloves (Structural or Proximity)
Shelby	Gloves, Extrication	20%	PPE Category 05. Gloves (Structural or Proximity)
Shelby	Gloves, Firefighting	18%	PPE Category 05. Gloves (Structural or Proximity)
Tech Trade (Pro-tech)	Gloves, Extrication	5%	PPE Category 05. Gloves (Structural or Proximity)
Tech Trade (Pro-tech)	Gloves, Firefighting	5%	PPE Category 05. Gloves (Structural or Proximity)
Danner/LaCrosse	Boots, Station	25%	PPE Category 06. Boots (Structural or Proximity)
Globe	Boots, Firefighting	27%	PPE Category 06. Boots (Structural or Proximity)
Redback	Boots, Station	10%	PPE Category 06. Boots (Structural or Proximity)
ESS Goggles	Eye Protection	5%	PPE Category 07. Accessories
Ferno	First Aid	Net	PPE Category 07. Accessories
Junkin	First Aid	5%	PPE Category 07. Accessories
Pelican Case	Cases	25%	PPE Category 07. Accessories
Revision	Eye Protection	20%	PPE Category 07. Accessories
ECMS Inc.	Care & Maintenance, PPE	Net	PPE Category 08. Maintenance and Cleaning Services

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

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ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

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ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

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ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

DocuSign Envelope ID: 6C7EE3B9-870D-4122-9FCD-DF3997146411

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

DocuSign Envelope ID: 6C7EE3B9-870D-4122-9FCD-DF3997146411

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Sixth Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Addition

This Amendment to the Master Price Agreement is entered into this 28th day of September 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about June 24, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about September 27, 2022, to add product Circul-Air to PPE Category 09: Protective Garment and Equipment Laundry Machines found in Attachment A in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog			
Brand	Product Description	Discount Off List	Contract Category
Circul-Air	Garment & Equipment Washing Machines	5%	PPE Category 09. Protective Garment and Equipment Laundry Machines

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patty Mulvihull
A49AF0929F7246F...
Date September 29, 2022 | 1:23 PM PDT

BY: Patty Mulvihull
ITS: Interim Executive Director

L.N. CURTIS & SON

DocuSigned by:
Nick Lawrence
105BA01D3789408...
Date September 28, 2022 | 1:42 PM PDT

BY: Nick Lawrence
ITS: Director, Special Programs

DocuSign

Certificate Of Completion

Envelope Id: F8464B93AA824F3E9A68D926F7FE85B9
Status: Completed
Subject: Please DocuSign: Amendment 6 MPA 1915 Curtis FINAL.pdf
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
17930 International Boulevard
Suite 900
SeaTac, WA 98188
marshall.stiles@mynpp.com
IP Address: 66.212.64.166

Record Tracking

Status: Original
9/28/2022 1:14:38 PM

Holder: Marshall Stiles
marshall.stiles@mynpp.com

Location: DocuSign

Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Lawrence 105BA01D37894D8... Signature Adoption: Pre-selected Style Using IP Address: 104.28.123.35 Signed using mobile	Sent: 9/28/2022 1:29:40 PM Viewed: 9/28/2022 1:41:49 PM Signed: 9/28/2022 1:42:04 PM
Electronic Record and Signature Disclosure: Accepted: 2/28/2021 11:14:32 AM ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6		
Patty Mulvihull pmulvihill@orcities.org Interim Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Patty Mulvihull A49AFD929F7246E... Signature Adoption: Pre-selected Style Using IP Address: 65.152.168.162	Sent: 9/29/2022 1:19:32 PM Viewed: 9/29/2022 1:23:06 PM Signed: 9/29/2022 1:23:17 PM
Electronic Record and Signature Disclosure: Accepted: 9/29/2022 1:23:06 PM ID: 2e376622-9a7d-4cd3-b62a-442f56cafb8d		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Marshall Stiles marshall.stiles@mynpp.com Contract Administrator NPP & NPPGov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 98.232.37.85	Sent: 9/28/2022 1:42:05 PM Viewed: 9/29/2022 1:19:32 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Angela Mackey amackey@lncurtis.com Director of Customer Service Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/28/2022 1:29:40 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/28/2022 1:29:40 PM
Certified Delivered	Security Checked	9/29/2022 1:23:06 PM
Signing Complete	Security Checked	9/29/2022 1:23:17 PM
Completed	Security Checked	9/29/2022 1:23:17 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

Fifth Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Contract Category Update

This Amendment to the Master Price Agreement is entered into this 13th day of July, 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about June 24, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update the product Contract Category for Rescue Intellitech from PPE Category 09. Protective Garment and Equipment Laundry Machines to PPE Category 08. Maintenance and Cleaning Services as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about July 12, 2022, to update the product Contract Category for the Rescue Intellitech decontamination cleaning system in Attachment A in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the updated Contract Category.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Contract Category Update**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following the new Contract Category for the Rescue Intellitech product:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog			
Brand	Product Description	Discount Off List	Contract Category
Rescue Intellitech	Garment and Equipment Decontamination Systems	3%	PPE Category 08. Maintenance and Cleaning Services

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patty Mulvihull
A49AFD929F7246E...

Date July 15, 2022 | 6:19 AM PDT

BY: Patty Mulvihull
ITS: Interim Executive Director

L.N. CURTIS & SON

DocuSigned by:
Nick Lawrence
105BA01D37894D8...

Date July 13, 2022 | 2:27 PM PDT

BY: Nick Lawrence
ITS: Director, Special Programs

DocuSign

Certificate Of Completion

Envelope Id: B835900CADC142A09D166BEBA6E469EB
Status: Completed
Subject: Please DocuSign: Amendment 5 MPA 1915 Curtis FINAL.pdf
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
17930 International Boulevard
Suite 900
SeaTac, WA 98188
marshall.stiles@mynpp.com
IP Address: 66.212.64.166

Record Tracking

Status: Original
7/13/2022 2:05:22 PM

Holder: Marshall Stiles
marshall.stiles@mynpp.com

Location: DocuSign

Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Lawrence 105BA01D37894D8... Signature Adoption: Pre-selected Style Using IP Address: 174.231.144.92	Sent: 7/13/2022 2:12:35 PM Viewed: 7/13/2022 2:27:37 PM Signed: 7/13/2022 2:27:50 PM

Electronic Record and Signature Disclosure:
Accepted: 2/28/2021 11:14:32 AM
ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6

Patty Mulvihull pmulvihill@orcities.org Interim Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Patty Mulvihull A49AFD929F7246E... Signature Adoption: Pre-selected Style Using IP Address: 65.152.168.162	Sent: 7/13/2022 11:30:14 PM Viewed: 7/15/2022 6:19:02 AM Signed: 7/15/2022 6:19:11 AM

Electronic Record and Signature Disclosure:
Accepted: 7/15/2022 6:19:02 AM
ID: 6664c874-b9f0-4703-a99b-94392e89f7cd

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Marshall Stiles marshall.stiles@mynpp.com Contract Administrator NPP & NPPGov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 98.232.37.85	Sent: 7/13/2022 2:27:51 PM Viewed: 7/13/2022 11:30:14 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Angela Mackey amackey@lncurtis.com Director of Customer Service Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/15/2022 6:19:12 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/13/2022 2:12:35 PM
Certified Delivered	Security Checked	7/15/2022 6:19:02 AM
Signing Complete	Security Checked	7/15/2022 6:19:11 AM
Completed	Security Checked	7/15/2022 6:19:12 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

Fourth Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Line Discount Update

This Amendment to the Master Price Agreement is entered into this 21st day of June 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of Fire Fighter Personal Protective Equipment (PPE).
.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update the discount off list percentage for the PGI Wildland Clothing and PGI Wildland Hoods product lines as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about June 16, 2022, to update the discount off list percentage for the PGI Wildland product lines in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the discount off list percentage change.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Discount Off List Change**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following discount off list change:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract Category**
PGI	Clothing, Wildland	~~15%~~ 20%	PPE Category 02. Wildland Firefighting Protective Gear
PGI	Hoods, Wildland	~~5%~~ 10%	PPE Category 02. Wildland Firefighting Protective Gear

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patty Mulvihill
A49AF0929F7246E...

Date June 24, 2022 | 7:44 AM PDT

BY: Patty Mulvihill
ITS: Interim Executive Director

L.N. CURTIS & SON

DocuSigned by:
Nick Lawrence
125BA9BD8784D6...

Date June 21, 2022 | 11:02 AM PDT

BY: Nick Lawrence
ITS: Director, Special Programs

DocuSign

Certificate Of Completion

Envelope Id: A3B92D62E0B84192A1039F5BDEB921BA
Status: Completed
Subject: Please DocuSign: Amendment 4 MPA 1915 Curtis FINAL.pdf
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
17930 International Boulevard
Suite 900
SeaTac, WA 98188
marshall.stiles@mynpp.com
IP Address: 67.161.96.143

Record Tracking

Status: Original
6/21/2022 10:43:42 AM

Holder: Marshall Stiles
marshall.stiles@mynpp.com

Location: DocuSign

Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Lawrence 105BA01D37894D8... Signature Adoption: Pre-selected Style Signed by link sent to nlawrence@lncurtis.com Using IP Address: 174.246.87.231	Sent: 6/21/2022 10:49:30 AM Viewed: 6/21/2022 11:02:24 AM Signed: 6/21/2022 11:02:38 AM

Electronic Record and Signature Disclosure:
Accepted: 2/28/2021 11:14:32 AM
ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6

Patty Mulvihull pmulvihill@orcities.org Interim Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Patty Mulvihull A49AFD929F7246E... Signature Adoption: Pre-selected Style Signed by link sent to pmulvihill@orcities.org Using IP Address: 65.152.168.162	Sent: 6/23/2022 11:23:30 AM Viewed: 6/24/2022 7:44:23 AM Signed: 6/24/2022 7:44:29 AM

Electronic Record and Signature Disclosure:
Accepted: 6/24/2022 7:44:23 AM
ID: f02156be-1ad0-47e0-99c6-96a41aa75e7f

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Marshall Stiles marshall.stiles@mynpp.com Contract Administrator NPP & NPPGov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 67.161.97.234	Sent: 6/21/2022 11:02:39 AM Viewed: 6/23/2022 11:23:29 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/21/2022 10:49:30 AM
Certified Delivered	Security Checked	6/24/2022 7:44:23 AM
Signing Complete	Security Checked	6/24/2022 7:44:29 AM
Completed	Security Checked	6/24/2022 7:44:29 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

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All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

DocuSign Envelope ID: 9444B020-5BCF-4473-80D7-F2452B69A550

Third Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Line Addition

This Amendment to the Master Price Agreement is entered into this 14th day of December 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a new product line to the price list as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about November 24, 2021, to add Rescue Intellitech to the price list in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog			
Brand	**Product Description**	**Discount Off List**	**Contract Category**
Rescue Intellitech	Garment and Equipment Decontamination Systems	~~3%~~	PPE Category 09. Protective Garment and Equipment Laundry Machines

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
[redacted]
113BC5A6F4B9143E...
BY: Mike Curry
Date [redacted] December 15, 2021 | 1:45 PM PST
ITS: Executive Director

L.N. CURTIS & SON

DocuSigned by:
Nick Lawrence
405BA01D3789AD8
BY: Nick Lawrence
Date December 15, 2021 | 1:40 PM PST
ITS: Director, Special Programs

DocuSign

Certificate Of Completion

Envelope Id: 9444B0205BCF447380D7F2452B69A550
Status: Completed
Subject: Please DocuSign: Amendment 3 MPA 1915 Curtis FINAL.pdf
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Envelope Originator:
Marshall Stiles
17930 International Boulevard
Suite 900
SeaTac, WA 98188
marshall.stiles@mynpp.com
IP Address: 98.232.37.85

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12/14/2021 5:08:19 PM

Holder: Marshall Stiles
marshall.stiles@mynpp.com

Location: DocuSign

Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Lawrence 105BA01D37894D8... Signature Adoption: Pre-selected Style Using IP Address: 98.210.40.139	Sent: 12/14/2021 5:10:04 PM Viewed: 12/15/2021 1:40:17 PM Signed: 12/15/2021 1:40:47 PM
Electronic Record and Signature Disclosure: Accepted: 2/28/2021 11:14:32 AM ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6		
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Signature Adoption: Uploaded Signature Image Using IP Address: 71.63.236.213	Sent: 12/15/2021 1:40:48 PM Viewed: 12/15/2021 1:45:11 PM Signed: 12/15/2021 1:45:18 PM
Electronic Record and Signature Disclosure: Accepted: 12/15/2021 1:45:11 PM ID: 47304ced-3d65-46e8-9c0c-48a9b91986a3		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	12/15/2021 1:45:11 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	12/15/2021 1:45:18 PM
Completed	Security Checked	12/15/2021 1:45:18 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

Second Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Line Discount Update

This Amendment to the Master Price Agreement is entered into this 22nd day of October 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update the discount off list percentage for the PGI Wildland Clothing and PGI Wildland Hoods product lines as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about October 19, 2021, to update the discount off list percentage for the PGI Wildland product lines in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the discount off list percentage change.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Discount Off List Change**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following discount off list change:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract Category**
PGI	Clothing, Wildland	~~20%~~ 15%	PPE Category 02. Wildland Firefighting Protective Gear
PGI	Hoods, Wildland	~~10%~~ 5%	PPE Category 02. Wildland Firefighting Protective Gear

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

38C546F8869143E...

Date October 26, 2021 | 4:22 PM PDT

BY: Mike Cully

ITS: Executive Director

L.N. CURTIS & SON

DocuSigned by:

Nick Lawrence

105BA01D37894D8...

Date October 26, 2021 | 3:19 PM PDT

BY: Nick Lawrence

ITS: Director, Special Programs

DocuSign

Certificate Of Completion

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Status: Completed
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Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
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1100 Olive Way
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Seattle, WA 98101
marshall.stiles@mynpp.com
IP Address: 73.254.237.236

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marshall.stiles@mynpp.com
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Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Lawrence 105BA01D37894D8... Signature Adoption: Pre-selected Style Using IP Address: 98.210.40.139	Sent: 10/21/2021 11:00:07 PM Viewed: 10/26/2021 3:19:12 PM Signed: 10/26/2021 3:19:34 PM
Electronic Record and Signature Disclosure: Accepted: 2/28/2021 11:14:32 AM ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6		
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: 30C8187D0D1134C... Signature Adoption: Uploaded Signature Image Using IP Address: 65.152.168.162	Sent: 10/26/2021 3:19:35 PM Viewed: 10/26/2021 4:22:13 PM Signed: 10/26/2021 4:22:20 PM
Electronic Record and Signature Disclosure: Accepted: 10/26/2021 4:22:13 PM ID: 5a54398e-bb12-4c4a-811a-7fdafa9fdeda		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	10/26/2021 4:22:13 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	10/26/2021 4:22:20 PM
Completed	Security Checked	10/26/2021 4:22:20 PM

Payment Events	Status	Timestamps

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Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

DocuSign Envelope ID: A9E701CC-C62C-4265-9BF8-429A00BB2791

First Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Discount Change

This Amendment to the Master Price Agreement is entered into this 15th day of July, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Due to a change in the business relationship between Vendor and supplier, Vendor request to decreases the discount off list percentage from 5% to 2% for three Tech Trade products as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about June 10, 2021, to update the discount off list percentage for three Tech Trade products in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the new discount off list percentage.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Discount Change**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

Supplier	Product	Old Discount Off List	New Discount Off List	Contract (Product) Category
Tech Trade (Pro-tech)	Gloves, Extrication	5%	2%	PPE Category 05. Gloves (Structural or Proximity)
Tech Trade (Pro-tech)	Gloves, Firefighting	5%	2%	PPE Category 05. Gloves (Structural or Proximity)
Tech Trade (Pro-tech)	Gloves, Wildland	5%	2%	PPE Category 02. Wildland Firefighting Protective Gear

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

Date July 15, 2021 | 8:36 AM PDT

BY: Mike Cully
38C546F8B9143E...

ITS: Executive Director

L.N. CURTIS & SON

DocuSigned by:

Nick Lawrence

Date July 15, 2021 | 8:37 PM PDT

BY: Nick Lawrence
125BA01D3789AD8...

ITS: Director, Special Programs

DocuSign

Certificate Of Completion

Envelope Id: A9E701CCC62C42659BF8429A00BB2791
Status: Completed
Subject: Please DocuSign: Amendment 1 RFP 1915 Curtis - FINAL.pdf
Source Envelope:
Document Pages: 3
Signatures: 2
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Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Seattle, WA 98101
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Signer Events	Signature	Timestamp
Nick Lawrence nlawrence@lncurtis.com Director, Special Programs Security Level: Email, Account Authentication (None)	DocuSigned by: Nick Lawrence 105BA01D37894D8... Signature Adoption: Pre-selected Style Using IP Address: 98.210.40.139 Signed using mobile	Sent: 7/15/2021 6:11:09 PM Viewed: 7/15/2021 8:36:52 PM Signed: 7/15/2021 8:37:12 PM
Electronic Record and Signature Disclosure: Accepted: 2/28/2021 11:14:32 AM ID: d2de056e-6274-4ce9-9bf6-54087ad6e5a6		
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: 3DCE187D0001136... Signature Adoption: Uploaded Signature Image Using IP Address: 71.63.236.213	Sent: 7/15/2021 8:37:13 PM Viewed: 7/16/2021 8:36:00 AM Signed: 7/16/2021 8:36:06 AM
Electronic Record and Signature Disclosure: Accepted: 7/16/2021 8:36:00 AM ID: ddfa2d59-25a8-4504-8c20-cbbeb7917088		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2021 6:11:09 PM
Certified Delivered	Security Checked	7/16/2021 8:36:00 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/16/2021 8:36:06 AM
Completed	Security Checked	7/16/2021 8:36:06 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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All notices and disclosures will be sent to you electronically

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To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Fire Chief Sean Slamon

Agenda Title: For Possible Action: Discussion and possible action regarding authority to purchase emergency medical equipment and supplies for the Carson City Fire Department ("CCFD") utilizing joinder contract PS23120 ("Joinder Contract") between the League of Oregon Cities and Life-Assist, Inc. for a not to exceed amount of $100,000, through June 30, 2026. (Carol Akers, cakers@carson.org and Sean Slamon, sslamon@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion
I move to approve the purchase authority as requested.

Board's Strategic Goal
Efficient Government

Previous Action
N/A

Background/Issues & Analysis
Through this Joinder Contract, CCFD purchases emergency medical equipment and supplies used on a daily basis for emergency medical response. Equipment and supplies including, but not limited to, electrodes, catheters, sheets, EKG paper, blood glucose strips, airway adapters, O2 masks, IV supplies, medications, bandages, splints and other items used in the treatment of patients at the scene of medical calls and during transportation.

This Joinder Contract has an initial expiration date of September 5, 2026, with possible extensions through September 2029, and allows CCFD to purchase emergency medical response equipment and supplies at discounted rates.

The Joinder Contract is available at:
https://nppgov.com/contract/life-assist-medical-supply/

Applicable Statute, Code, Policy, Rule or Regulation
NRS 332.195

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Ambulance Fund - Medical Supplies Account / 5012525 500679
Ambulance Fund - Small Tools-Instruments Account / 5012525 500674

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, the Ambulance Medical Supplies and Small Tools-Instrument accounts will be reduced by a not to exceed amount of $100,000 for Fiscal Year ("FY") 2026. The available budget for FY 2026 in 5012525 500679 is $165,000, and in 5012525 500674 is $35,000.

Alternatives

Do not approve the purchase authority and/or provide alternative direction to staff.

Attachment(s):
PS23120 Agreement.pdf

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

Life-Assist
Helping Heroes Save Lives

MEDICAL SUPPLY & RESCUE FIRST AID

Company Information

As one of the nation's largest distributors of emergency medical supplies, equipment, and EMS pharmaceuticals, we pride ourselves on our ability to quickly respond to the EMS professional's changing needs. Our team constantly strives to stay informed about the current procedures and equipment used in the prehospital environment. Our mission is to ensure complete satisfaction with your ordering experience.

Products on Contract

- Emergency Medical Supplies & Equipment
- EMS Pharmaceuticals
- Personal Protection Equipment
- Monitors / Defibrullators
- Diagnostic Equipment & Supplies
- Trauma / Wound Care
- Tactical / Triage Supplies
- Medical Inventory Management Systems

Pricing Details

Members receive discounted pricing on these products.
For pricing and product details, log in to nppgov.com.

Contract Details

- Log into nppgov.com
- Forms, legal documentation, price lists and other information can be found on the vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order

PUBLICLY SOLICITED CONTRACT & AWARDED

Lead Public Agency:
League of Oregon Cities

RFP #2315

CONTRACT TERM

Effective Date: 09/05/23

Initial expiration: 09/05/26

Possible extensions through: 09/05/29

NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support

npp gov SM

nppgov.com
customerservice@nppgov.com
877.329.8847

Contract Number: PS23120

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and Life Assist, Inc. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Medical Supply & Rescue First Aid, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Medical Supply & Rescue First Aid the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2315 for Medical Supply & Rescue First Aid; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2315 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is <u>not</u> <u>exclusive</u>. Vendor expressly acknowledges and agrees that Purchaser may purchase at its

sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA23120, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS

REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200

Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

Life Assist, Inc.
11277 Sunrise Park Drive
Rancho Cordova, CA 95742
ATTN: Andy Selby
Email: andy.selby@life-assist.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing

the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:

Signature: Patricia M. Mulvihill

0BD4F25C35F54D0...

Printed Name: Patricia M. Mulvihill

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: September 5, 2023 | 3:13 PM PDT

VENDOR:

Signature: Carrie Woodworth

Printed Name: Carrie Woodworth

Title: Senior Pricing Specialist
LIFE ASSIST, INC.

Dated: August 30, 2023

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

MEDICAL SUPPLY & RESCUE FIRST AID	
Product Category	Percentage (%) off List Price* (***OR*** fixed price if % off pricing is available)
GENERAL MEDICAL SUPPLY	31%
INFECTION CONTROL	31%
CHRONIC CONDITION CARE	31%
EMERGENCY RESPONSE	31%
OTHER – Capital Equipment, Training, Operations	15%

Fixed discounts off published catalog located online at www.life-assit.com.

Discounts will not be applied to sale items.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

==========
WARRANTIES AND LIABILITY LIMITS
==========
Warranties are limited to those offered by the manufacturer. Life-Assist, Inc. gives no express or implied warranties on any items shown in its catalog, price list, or otherwise offered for sale and shall not be responsible for the proper use and servicing of goods purchased nor does the company give any express or implied warranty that goods purchased are merchantable or fit for a particular purpose. Life-Assist, Inc. shall not be liable for special or consequential damage or injury to person or property which results from the use of these products. All products sold by Life-Assist, Inc. are intended for use by trained medical personnel.
========
SHIPPING
========
Free Standard Shipping within the contiguous U.S. on orders over $100! Orders under $100 will be charged a $14.50 shipping and handling fee. All other orders are shipped FOB origin and freight charges will be applied at time of shipment.

It is our service policy to ship orders the same day we receive them, providing the order is placed by 4:00 pm Monday through Friday. Most orders are shipped by UPS ground complete within 24 hours (M-F). If, by chance, an item is backordered, it will be shipped to you immediately upon our receipt.

Refrigerated items are only shipped Monday – Wednesday and will arrive in 1 – 2 days. Destinations outside of the 2 day shipping zone must be shipped 2nd Day Air and the air freight charges will apply. Refrigerated items cannot be returned.

Freight charges will be applied to special orders, overweight orders, oversized products, and requested rush deliveries.
=======
RETURNS
=======
If a product does not meet your specifications, you may return the item in its original packaging, in resalable condition, within 30 days for a full credit. Some goods, such as special order items and items more than 90 days old, etc. may not be eligible for credit.

Prior to returning any purchase, please contact customer care at (800) 824-6016 or email CustomerCare@life-assist.com to obtain a return authorization number.

Returned merchandise must be sent freight prepaid and be received in new, resalable condition.

If a damaged shipment is received, please note the extent of the damage to the carrier at the time of delivery. Keep all boxes and packaging materials and immediately contact customer care at (800) 824-6016 or email CustomerCare@life-assist.com. Damage claims must be made within 5 days of receipt of merchandise.
======
CREDIT
======
Municipalities, fire and police departments, recognized volunteer organizations, Government agencies and

related: may purchase on terms of Net 30 days from shipping date without prior arrangement. Please fax or mail your first order on agency letterhead.

Commercial businesses: may apply for open account status by submitting a completed Life-Assist, Inc. Credit Application Form.

Resellers may request price quotations online only. Rx items are not available for resale.

Overdue accounts: will be assessed a 1 1/2% monthly (18% year) charge. Payment on account will be credited upon receipt at Life-Assist's office in Rancho Cordova, California. Delinquent accounts will be referred for collection. Purchaser will be liable for all costs of collection on overdue accounts, plus reasonable attorney's fees. A $20 service charge will be assessed on all returned checks.

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Carol Akers Purchasing & Contracts Administrator and Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding authorization to purchase furniture for the Carson City Information Technology Department ("CCIT") for installation at the new Fire Station and Emergency Operations Center Facility located on Butti Way ("Facility") utilizing joinder contract 99SWC-NV25-22909 between the State of Nevada and KAHL Commercial Interiors LLC ("Joinder Contract"), for a not to exceed amount of $95,160.72. (Carol Akers, cakers@carson.org and Darren Anderson, danderson@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

---

Proposed Motion
I move to approve the purchase authority as presented.

Board's Strategic Goal
Efficient Government

Previous Action
N/A

Background/Issues & Analysis
CCIT will be relocating to the Facility. This purchase through the Joinder Contract will provide 13 workstations and furniture for 3 private offices for CCIT at the Facility.

The Joinder Contract expires January 21, 2028, and is available at:
https://purchasing.nv.gov/Contracts/Documents/Furniture_Office/#KAHL%20Commerical%20Interiors

Applicable Statute, Code, Policy, Rule or Regulation
NRS 332.195

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: P301222001-Emergency OPS Center
Capital Projects Fund - Capital Improvements 2102025-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, Project # P301222001, Capital Improvements account

2102025-507010 will be decreased by $95,160.72; the available budget is $548,404.

Alternatives
Do not approve the purchase authority and/or provide alternative direction to staff.

Attachment(s):
043025_KAHL 23080_ CC PW IT Proposal.pdf

Motion: _____ 1) _____ Aye/Nay
2) _____ _____
_____
_____
_____
_____

_____
(Vote Recorded By)

KAHL COMMERCIAL INTERIORS INC.

P.O. Box 33697
Reno, NV 89533
PH:775.284.3600
FAX:775.284.3602

PROPOSAL# **23080**

PROJECT # 33-58

CUSTOMER:
Carson City
PUBLIC WORKS
201 N CARSON ST STE #3
CARSON CITY NV 89701

PH#:775-720-2550
FX#:

INSTALL AT:
Carson City
PUBLIC WORKS
3505 Butti Way
CARSON CITY NV 89701

Project Manager: Olivia Epperson
Payment Terms: NET DUE

DATE PREPARED: 03/12/25
PROPOSAL VALID THRU: 06/15/25

Line#	QTY	Product#	DESCRIPTION	Unit Price	Total Amount
			SCOPE: (13) IT Workstations and (3) Private Offices Pricing based on KAHL Plan pdf dated 4.11.25 Finish Schedule: TBD OMNIA Partners Public Sector Bid Contract R191816/ Carson City * Private Offices *		
1	2	BAWW4848	Wall-Mounted Whiteboard - Dimensions: 48"W x 48"H - Includes Marker Tray - Finish: Whiteboard and TBD Metal for Markertray	645.06	1,290.12
2	2	BASML6010	Suspended Modesty Panel - Dimensions: 60"W x 10"H - Finish: TBD	69.81	139.62
3	2	BMRF92442	Rectangular Desk Full Gables - Wall Access Modesty - Dimensions: 24"D x 42"W - Finish: TBD	381.42	762.84
4	1	BMEC124305478R	Extended Corner Desk - Dimensions: 30"D x 78"W x 24"D x 54"W - Full Flush Modesty Fixed Desk - Finish: TBD	795.99	795.99

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PROPOSAL VALID THRU: 06/15/25

Line#	QTY	Product#	DESCRIPTION	Unit Price	Total Amount
5	1	BMRNL924 42L	Desk Return - Dimensions: 24"D x 42"W - Wall Access Modesty - Finish: TBD	349.05	349.05
6	3	BSLFSP18 2428	Lateral File - Dimensions: 18"D x 24"W - Finish: TBD	414.18	1,242.54
7	3	BSPSSP18 28B	Box/Box/File Pedestal - Dimensions: 18"D x 16"W - Finish: TBD	378.30	1,134.90
10	3	YEWH30	Wire Management Hammock - Dimensions: 30"W - Finish: TBD	91.70	275.10
11	1	YJS9E292 37052L	hiSpace Basic Height Adjustable L Desk - Dimensions: 29"D x 70"W x 23"D x 52"W - Includes Dual Plastic Trays & Powerbar - Left Orientation - Finish: TBD	1,197.97	1,197.97
12	1	YJS9E292 37052R	hiSpace Basic Height Adjustable L Desk - Dimensions: 29"D x 70"W x 23"D x 52"W - Includes Dual Plastic Trays & Powerbar - Right Orientation - Finish: TBD	1,197.97	1,197.97

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Line#	QTY	Product#	DESCRIPTION	Unit Price	Total Amount
13	1	350-B-RA 1B-16HP-03RE-F	Reset Nesting Guest Chair - Black Frame and Fixed Loop Arms - Blue High-Performance Mesh Back - Gr A Upholstered Seat in Origin Iron 350-B-RA1B-16HP-03RE-FA-GR A	366.32	366.32
14	3	224-CB-55C-22ACB-18BB-	Rise Task Chair - Mid Back Chair with Extra Comfort Seat - Black Mesh Back - 6D Height Adjustable Arms - Body Balance Synchro with a Seat Depth Adjustment Control Mechanism - Gr A Upholstered Seat 224-CB-55C-22ACB-18BB-16HP-RLM-01AS-01RS-KD-GR A	333.39	1,000.17
			SUBTOTAL - Private Offices		9,752.59
			* IT Workstations *		
15	41	KPWT6642	66"H x 42"W All Acoustic Panel - (4) 42"W x 30"H Fabric Acoustic Elements - Finish: TBD Grade A Panel Upholstery and TBD Metal Frame	373.25	15,303.25

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DATE PREPARED: 03/12/25
PROPOSAL VALID THRU: 06/15/25

Line#	QTY	Product#	DESCRIPTION	Unit Price	Total Amount
16	17	KPWT6642	66"H x 42"W Single Sided Power Panel - (3) 42"W x 30"H Fabric Acoustic Elements & (1) 42"W x 30"H Power & Data Fabric Acoustic Element - Finish: TBD Grade A Panel Upholstery and TBD Metal Frame	389.20	6,616.40
17	4	KPWT6642	66"H x 42"W Double Sided Power Panel - (2) 42"W x 30"H Fabric Acoustic Elements & (2) 42"W x 30"H Power & Data Fabric Acoustic Element - Finish: TBD Grade A Panel Upholstery and TBD Metal Frame	405.15	1,620.60
18	3	KPWT6642	66"H x 42"W Single Sided Power / Single Sided Whiteboard Panel - (2) 42"W x 30"H Fabric Acoustic Elements, (1) 42"W x 30"H Power & Data Fabric Acoustic Element, & (1) 42"W x 30"H Whiteboard Element - Finish: TBD Grade A Panel Upholstery and TBD Metal Frame	468.94	1,406.82
19	2	KPWT6642	66"H x 42"W Single Sided Whiteboard Panel - (3) 42"W x 30"H Fabric Acoustic Elements & (1) 42"W x 30"H Whiteboard Element - Finish: TBD Grade A Panel Upholstery and TBD Metal Frame	453.00	906.00

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Line#	QTY	Product#	DESCRIPTION	Unit Price	Total Amount
20	4	KPWT6642	66"H x 42"W Double Sided Whiteboard Panel - (2) 42"W x 30"H Fabric Acoustic Elements & (2) 42"W x 30"H Whiteboard Element - Finish: TBD Grade A Panel Upholstery and TBD Metal Frame	532.74	2,130.96
21	7	EBFQC	Communications Base Feed	15.95	111.65
22	6	EKBF8T72	Base Feed, 8-Wire Isolated Ground, 72" long - Must be connected to building by a liscensed electrian provided by client.	122.37	734.22
23	5	EKBH8T024	Power Harness, 8-Wire Isolated Ground, 24" long	57.97	289.85
24	13	EKBH8T048	Power Harness, 8-Wire Isolated Ground, 48" long	72.99	948.87
25	2	EKBH8T072	Power Harness, 8-Wire Isolated Ground, 72" long	77.90	155.80
26	1	EKBH8T096	Power Harness, 8-Wire Isolated Ground, 96" long	88.02	88.02
27	3	EKBH8T144	Power Harness, 8-Wire Isolated Ground, 144" long	113.17	339.51
28	26	EKDE	Data Extender Plate - Data/ IT to provide faceplate to snap into opening in panel. - 2.7"W x 1.38"H Cut Out for	10.73	278.98

CONTINUED...

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Line#	QTY	Product#	DESCRIPTION	Unit Price	Total Amount
			faceplate		
29	7	CT12L	Cantilever - Dimensions: 12"D - Left Orientation - Finish: TBD	21.16	148.12
30	6	CT12R	Cantilever - Dimensions: 12"D - Right Orientation - Finish: TBD	21.16	126.96
31	6	CT18L	Cantilever - Dimensions: 18"D - Left Orientation - Finish: TBD	25.46	152.76
32	7	CT18R	Cantilever - Dimensions: 18"D - Right Orientation - Finish: TBD	25.46	178.22
33	23	EKQPD	Power Box, Double Length	79.13	1,819.99
34	48	EKROS	Receptacle Outlet, Standard 15 Amp - 8T 8 Wire, 4 Circuit System - Please advise on how many each duplex receptacles of each Circuit Type you would like. Circuit 1, 2, 3, and 5 are available. See attached electrical wiring system guide for additional information.	13.49	647.52

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Line#	QTY	Product#	DESCRIPTION	Unit Price	Total Amount
35	6	KCC663	Three-Way Connector, 66"h - Finish: TBD	57.97	347.82
36	3	KCC664	Four-Way Connector, 66"h - Finish: TBD	48.46	145.38
37	18	KCCN6690	Two-Way Connector 90 Degree, 66"h - Finish: TBD	90.48	1,628.64
38	19	KTE66	Panel End Trim, 66"h - Finish: TBD	18.10	343.90
39	13	KSF11442	Overhead Cabinet - Dimensions: 14"D x 42"W - Mounted Directly to Panel - Finish: TBD	326.33	4,242.29
40	13	KWSQN2048	Rectangle Worksurface - Dimensions: 20"D x 48"W - Finish: TBD	133.11	1,730.43
41	6	RBCP2030 28L	Combo Pedestal - Dimensions: 20"D x 30"W - Left Orientation - Finish: TBD	651.69	3,910.14
42	7	RBCP2030 28R	Combo Pedestal - Dimensions: 20"D x 30"W - Right Orientation - Finish: TBD	651.69	4,561.83
46	13	YEPQHQ32 0E120A	Power Qube High Capacity Power Modulee - Includes (3) AC Power, (2) USB A & C	197.21	2,563.73

CONTINUED...

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PROPOSAL VALID THRU: 06/15/25

Line#	QTY	Product#	DESCRIPTION	Unit Price	Total Amount
			- Desk Edge Clamp Mount - 120"L Cord - Finish: TBD		
47	13	YEWH30	Wire Management Hammock - Dimensions: 30"W - Finish: TBD	91.70	1,192.10
48	5	YSKB9E29 70NNN	hiSpace Slide Height Adjustable Desk - Dimensions: 29"D x 70 "W - Extended Electric Range of 22.6" - 48.7"H - Includes Dual Plastic Trays and Powerbar - Finish: TBD	812.76	4,063.80
49	8	YSKB9E29 70NNN	hiSpace Slide Height Adjustable Desk - Dimensions: 29"D x 70 "W - Extended Electric Range of 22.6" - 48.7"H - Includes Dual Plastic Trays - Finish: TBD	743.44	5,947.52
50	13	220-55C-22A	Rise Task Chair - Mid Back Chair with Extra Comfort Seat - Black Mesh Back - 6D Height Adjustable Arms - Body Balance Synchro with a Seat Depth Adjustment Control Mechanism - Gr A Upholstered	333.39	4,334.07

CONTINUED...

KAHL COMMERCIAL INTERIORS INC.

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PROPOSAL# **23080**

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DATE PREPARED: 03/12/25
PROPOSAL VALID THRU: 06/15/25

Line#	QTY	Product#	DESCRIPTION	Unit Price	Total Amount
			Seat 224-CB-55C-22ACB-18BB-16HP-RLM -01AS-01RS-KD-GR A		
			SUBTOTAL - IT Workstations		69,016.15
51	1		All Freight Charges Includes Fuel & Material Surcharges	2,814.08	2,814.08
52	1		Design Services - Rate of $59.85/hr for 50 hours	2,992.50	2,992.50
53	1		Project Management Services - Rate of $59.40/hr for 16 hours	950.40	950.40
54	1	D & I	Receive at KAHL warehouse and inspect. Assemble, deliver, and install on-site during normal business hours, M-F 8:30 - 4:30pm. Pricing based on entire order being delivered at one time and no stair carry involved. NOTE: Storage fees apply after 2 weeks of receiving order at KAHL warehouse.	9,635.00	9,635.00

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Line#	QTY	Product#	DESCRIPTION	Unit Price	Total Amount

Proposal includes two weeks of KAHL warehouse storage. Storage fees apply for all product held over two weeks from date of arrival.
All product is "made to order" and will be ordered on behalf of the customer.
Items ordered are not subject to cancellation or return upon delivery. If a cancellation is requested and if possible to do so, the customer agrees to be completely responsible for all charges incurred because of said cancellation, restocking and or related administrative costs. Payment in full is due upon delivery and receipt of invoice.

THANK YOU FOR THE OPPORTUNITY TO SERVE YOU!!

		PRODUCT	82,711.64
DEPOSIT REQUIRED	95,160.72	DEL & INSTALL	9,635.00
		FREIGHT	2,814.08
		TOTAL	95,160.72

ACCEPTED BY_____

DATE ACCEPTED_____

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Carol Akers, Purchasing and Contracts Administrator and Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding Contract No. 25300374 for Tate Snyder Kimsey Architects LTD., dba TSK Architects ("TSK"), to provide design and construction support services for the Courthouse Renovation Project ("Project") for an amount not to exceed $1,519,000.00. (Carol Akers, cakers@carson.org and Darren Anderson, danderson@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

---

Proposed Motion
I move to approve the contract as presented.

Board's Strategic Goal
Sustainable Infrastructure

Previous Action
N/A

Background/Issues & Analysis
A space needs assessment was performed for the Carson City Courthouse ("Courthouse") in 2022 that identified building renovations necessary in the Courthouse to accommodate an additional judge's chambers and courtroom and address other space related challenges in the facility. A presentation was provided at the Carson City Board of Supervisors ("Board") retreat held on February 21, 2025, where staff and the Board discussed building renovation and funding options and the plan to develop and complete the Project to address the Courthouse needs. The Project is included in the Fiscal Year 2026 budget tentatively approved by the Board on May 15, 2025. Utilizing funds currently available to initiate design will allow the Project team to meet the critical deadlines of the Project.

TSK has been selected to assist the City with design and construction support services to construct the Project which include schematic design, design development, construction documents, permit phase services, bidding phase services and construction administration and closeout services. As a result of the study the Clerk-Recorder will be relocated offsite, and Project renovations will be made to the Courthouse to add a judge's chambers and courtroom, and to create additional space for the District Attorney's Office, Clerk of the Court and Carson City Department of Alternative Sentencing.

TSK was selected based on their knowledge of the Courthouse through performance of the space needs assessment, performance of professional services on similar facilities in the region and commitment to performing the design on a condensed schedule due to the need of the additional judge's chambers and

courtroom by January 1, 2027.

This is a professional services contract that is not suitable for competitive bidding under NRS 332.115(1)(b) and NRS 625.530(3). TSK was selected from the City's list of qualified professional consultants (which is compiled biennially through competitive submissions of vendors' statements of qualifications) based on their experience and in-depth knowledge of codes and standards related to construction of facilities like the Project.

Applicable Statute, Code, Policy, Rule or Regulation
NRS Chapter 332.115, 625.530

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Project P751025004
Redevelopment Revolving Fund - Capital Improvements / 6037510-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, Project # P751025004, Capital Improvements account 6037510-507010 will be decreased by $1,519,000.00; the available budget is $1,700,000.

Alternatives
Do not approve the contract and/or provide alternative direction to staff.

Attachment(s):
25300374 DRAFT Contract.pdf

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 25300374
Title: Carson City Courthouse Renovation Design Services

THIS CONTRACT is made and entered into this 5th day of June 2025, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as **"CITY"**, and Tate Snyder Kimsey Architects LTD., dba TSK Architects, hereinafter referred to as **"CONSULTANT".**

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

WHEREAS, this Contract (does involve _X_) (does not involve ___) a "public work" construction project, which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, **CONSULTANT'S** compensation under this agreement (does __) (does not _X_) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 25300374** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors and all required documents are received and signed by all parties.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A,** which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
PL expires	_____
WC expires	_____

2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:

2.7.1 *Use of **CONSULTANT'S** Drawings, Specifications and Other Documents:*

2.7.1.1 The drawings, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for three (3) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

2.7.3 *If Land Surveying or Testing SERVICES are provided to a Public Work Project involving actual Construction (not solely design work):*

2.7.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): **CONSULTANT** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONSULTANT** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CONSULTANT** or subcontractor or by an authorized officer or employee of **CONSULTANT** or subcontractor who supervised the payment of

wages and shall be on the "Statement of Compliance" form. **CONSULTANT** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 of this statute must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONSULTANT** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month**.

2.7.3.2 FEDERAL FUNDING: In the event federal funds are used for payment of all or part of this Contract, **CONSULTANT** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period**. The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

2.7.3.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS: The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project SERVICES. Should a classification be missing from the Davis-Bacon rates the **CONSULTANT** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONSULTANT**. **CONSULTANT** shall ensure that a copy of **CONSULTANT'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

2.7.3.3.1 Per NRS 338.070(5) a **CONSULTANT** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the consultant or subcontractor in connection with the public work:

(1) The name of the worker;

(2) The occupation of the worker;

(3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

(6) The actual per diem, wages and benefits paid to the worker; and

(b) An additional accurate record showing, for each worker employed by the consultant or subcontractor in connection with the public work who has a driver's license or identification card:

(1) The name of the worker;

(2) The driver's license number or identification card number of the worker; and

(3) The state or other jurisdiction that issued the license or card.

2.7.3.3.2 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONSULTANT**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

2.7.3.3.3 Pursuant to NRS 338.060 and 338.070, **CONSULTANT** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars ($20) nor more than Fifty Dollars ($50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONSULTANT** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

2.7.3.4 FAIR EMPLOYMENT PRACTICES: Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONSULTANT** and a public body such as **CITY**:

2.7.3.4.1 ***In connection with the performance of work or SERVICES under this Contract, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.***

2.7.3.4.2 **CONSULTANT** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

2.7.3.5 PREFERENTIAL EMPLOYMENT: Unless, and except if, this Contract is funded in whole or in part by federal grant funding (*see* 40 C.F.R. § 31.36(c) *Competition)*, pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONSULTANT** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

2.7.4 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT's** non-compliance with this Section.

2.8 **CITY** Responsibilities:

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 The term of this Contract begins on June 5, 2025 subject to Carson City Board of Supervisors' approval (anticipated to be June 5, 2025) and ends on December 31, 2026, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONSULTANT** shall be addressed to:

Jason Andoscia, Managing Principal
TSK Architects
225 South Arlington Avenue, Suite A
Reno, NV 89501
775-857-2949
Jason.andoscia@tska.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of One Million Five Hundred Nineteen Thousand Dollars and 00/100 ($1,519,000.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.4 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.5 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed $100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONSULTANT** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONSULTANT** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subconsultant to make claims against **CONSULTANT** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONSULTANT** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONSULTANT** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice

period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of $125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONSULTANT** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, 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 **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending

claim(s) or cause(s) of action to the indemnifying party, along with:

11.3.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.3.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.5 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. INDEPENDENT CONTRACTOR:

12.1 **CONSULTANT**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. INSURANCE REQUIREMENTS (GENERAL):

13.1 ***NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.***

13.2 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23)*:

13.6 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONSULTANT. CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23)*:

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation**: Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

13.11 **Cross-Liability**: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions**: Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation**: Except for ten (10) calendar days' notice for non-payment of premium, **CONSULTANT** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

13.14 **Approved Insurer**: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

13.16 **Certificate of Insurance: CONSULTANT** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its subcontractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE**:

CONSULTANT shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence.

13.20.1 *Minimum Limits required*:

13.20.2 Two Million Dollars ($2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars ($2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars ($1,000,000.00) - Each Occurrence.

13.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

13.20.9 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.

13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

13.21.1 *Minimum Limit required*:

13.21.2 Consultant shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident for bodily injury and property damage.

13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

13.21.4 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONSULTANT** pursuant this Contract.

13.22 **PROFESSIONAL LIABILITY INSURANCE**

13.22.1 *Minimum Limit required*:

13.22.2 **CONSULTANT** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars ($1,000,000.00) and Two Million Dollars ($2,000,000) in the aggregate.

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 **CONSULTANT** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONSULTANT** shall purchase Extended Reporting Period coverage for claims arising out of **CONSULTANT's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

13.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance

with a minimum limit not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

13.23.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

13.23.3 **CONSULTANT** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Consultant pursuant to this Contract. Consultant shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. BUSINESS LICENSE:

14.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONSULTANT shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY,** such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this

Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONSULTANT shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

22.1 In the event federal grant funds are used for payment of all or part of this Contract:

22.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONSULTANT** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

22.1.3 **CONSULTANT** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.4 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin,

creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

CONSULTANT warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according

to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

28. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between CITY and CONSULTANT on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

29. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY
Executive Office
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

By:_____
Sheri Russell-Benabou, Chief Financial Officer

Dated _____

CITY'S LEGAL COUNSEL
Carson City District Attorney
I have reviewed this Contract and approve as to its legal form.

By:_____
District Attorney or his or her Authorized Designee

Dated _____

CITY'S ORIGINATING DEPARTMENT
CONSULTANT will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Carol Akers
Purchasing & Contracts Administrator

Project # P751025004
Account: 6037510-507010

By: _____

Dated _____

PROJECT CONTACT PERSON:

Brian Elder, Project Manager
Telephone: 775-283-7586

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 25300374
Title: Carson City Courthouse Renovation Design Services

Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONSULTANT
BY: Jason Andoscia
TITLE: Managing Principal
FIRM: TSK Architects
CARSON CITY BUSINESS LICENSE #: BL-007053
Address: 225 South Arlington Avenue, Suite A
City: Reno **State:** NV **Zip Code:** 89501
Telephone: (775) 857-2949
E-mail Address: Jason.andoscia@tska.com

_____
(Signature of Consultant)

DATED _____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 25300374
Title: Carson City Courthouse Renovation Design Services

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of June 5, 2025 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 25300374**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

_____
LORI BAGWELL, MAYOR

DATED this 5th day of June 2025.

ATTEST:

_____
WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 5th day of June 2025.

SAMPLE INVOICE

Invoice Number: _____
Invoice Date: _____
Invoice Period: _____

Invoice shall be submitted to:

Carson City Public Works
Attn: Brittany Burrows, email: BBurrows@carson.org
3505 Butti Way
Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total $$
			Total for this invoice	

Original Contract Sum $ _____
Less amount previously billed $ _____
= contract sum prior to this invoice $ _____
Less this invoice $ _____
=Dollars remaining on Contract $ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

Exhibit A

tsk

a MORE group brand

May 22, 2025

Attn: Darren Anderson, PE
Project Manager
Carson City Public Works
3505 Butti Way
Carson City, NV 89701

Re: Carson City Courthouse Renovation
Project No.: B1269-07-01

Dear Mr. Anderson,

Thank you for the opportunity to submit this proposal for the Carson City Courthouse at 885 E. Musser Street

For this effort, Tate Snyder Kimsey Architects, Ltd. ("TSK" or "Architect") will provide Schematic Design through Construction Administration services for District Attorney, Alternate Sentencing, and County Clerk functions as identified from the 7/12/22 Space Needs Assessment.

We appreciate the opportunity to continue our working relationship with Carson City. We hope this meets your expectations, but please do not hesitate to contact me with any questions.

Sincerely,

Phil O'Keefe
Principal
775-799-6438

Tate Snyder Kimsey Architects, Ltd.
225 S. Arlington Avenue, Suite A
Reno, NV 89501
tska.com

PROJECT UNDERSTANDING

It is TSK's understanding that the Construction Cost budget for the Carson City Courthouse Renovations is twelve million, nine hundred thousand dollars ($12,900,000.00) and that goal is for Courtroom occupancy before January 2027. Furniture, fixtures, design/permit fees to be in addition to this budget.

SCOPE OF WORK

The scope of work for this proposal is Schematic Design through Construction Administration design and anticipated engineering services. Intent is to document, permit and bid as a single set of documents although renovation tasks will phase to address redevelopment of these existing and occupied spaces. The consultant roles, responsibilities and deliverables will be as defined in this proposal.

The scope of work will start with the findings of the provided Space Needs Assessment dated 7/12/2022. That assessment identifies proposed revisions and additions to the existing Carson City Courthouse. Specific renovations options pertain to Clerk Recorder, District attorney and Alternate Sentencing functions as identified by Carson City.

Scope of work to commence from the findings of a 2022 Space Needs Assessment. That assessment identifies proposed revisions and additions to the existing Carson City Courthouse. Specific renovation options to Clerk Recorder, District Attorney and Alternate Sentencing functions as identified by Carson City are included in this proposal.

Clerk Recorder functions will be vacated prior to District Attorney relocation and expansion, but future Clerk Recorder +/-12,000 SF location has yet to be determined so potential services for those improvements are included on a time and expense basis. No structural engineering services are anticipated for Clerk Recorder tenant improvements. This scope will require a separate building permit and bid process, which will also be provided on a time and expense basis.

Schematic Design Phase Services

Schematic Design will proceed from scope of improvements described in the 2022 Space Needs Assessment as clarified above. Schematic Design includes the following general description of services:

1. Bi-weekly meeting with Carson City coordinating general project and design issues. TSK attendance at each meeting and engineering consultants to attend as invited.
2. Field verification and documentation of existing site and building conditions affecting project scope.
3. Review and evaluation of existing snowmelt system with renovation recommendations.
4. Determination of any necessary mechanical or electrical primary equipment improvements.
5. Initial casework and built-in equipment coordination including ballistic requirements where needed.
6. Schematic phase site, floor and ceiling plans. No roof plans anticipated.
7. Key interior elevation layouts with primary electrical and technology requirements identified.
8. Existing and proposed primary structural, mechanical and electrical modifications identified.
9. Conceptual demolition and improvement area phasing diagrammed for further development.
10. Initial safety and security coordination with key courtroom staff.
11. Design team attendance at schematic design presentation and review meeting.
12. Opinion of probable cost with agreed contingencies and allocations.

Design Development Phase Services

Based upon the Owner's approval of the Schematic Design Documents and authorization to proceed, we will further develop the design with greater detail and refinement. The following services will be provided as part of this final design phase:

1. Bi-weekly meeting with Carson City coordinating general project and design issues. TSK attendance at each meeting and engineering consultants to attend as invited.
2. Resolution and incorporation of Carson City and AHJ schematic design review comments.

3. Primary casework, displays and other specialty components identified, coordinated and scheduled including ballistic and other specialty provisions.
4. Primary and secondary structural, mechanical, plumbing and electrical equipment and systems finalized.
5. Snowmelt replacement equipment identified and located on plans.
6. Interior elevations demonstrating primary/specialty special qualities, technology improvements, materials, lighting, signage, and accessibility provisions.
7. Window and door types/elevations along with scheduling to identify intended materials, sizes, and hardware functions.
8. Electrical plans with single-line electrical, power, lighting and data locations and elevation above floor.
9. Preliminary signage style, narratives and locations determined.
10. Design team attendance at design development presentation and review meeting.
11. Opinion of probable cost with agreed contingencies and allocations updated from SD phase.

Construction Documents and Permit Phase Services

Based upon the Owner's approval of the Design Development Documents and authorization to proceed, we will prepare documents suitable for permitting and construction upon building permit approval. Permit, bid and construction phase services are considered here as a single phase effort for the various area improvements included. The following deliverables will be provided in addition to previous phase services:

1. Bi-weekly meeting with Carson City coordinating general project and design issues. TSK attendance at each meeting and engineering consultants to attend as invited.
2. Any necessary interior roof drain or overflow leader routing from improvement areas.
3. Any necessary drawings connecting existing and new improvements including any necessary demolition plans for existing improvements.
4. Create site and floor plans with additional detailing, scheduling and dimensions for unique spaces. MEP fixtures to be coordinated with Architectural drawings.
5. Create Building Exterior Elevations showing materials, heights, dimensions, openings, and enclosures with references to additional section, detail, and assembly drawings.
6. Draft Mechanical plans addressing complete mechanical unit and ducting system with complete equipment schedules, final routing, exhaust, and supply along with project specifications.
7. Draft Plumbing Plans showing single-line and primary piping for water, venting, waste, storm water, grease interceptor, carbon filters, and gas for entire building addition improvements and site along with associated project specifications.
8. Draft Electrical Plans including lighting and circuiting layouts, panels, schedule, and details.
9. Draft Electrical Plans including power and data locations as well as circuiting panels, schedule, and details.
10. Window and door types/elevations/frame and assembly details including hardware functions coordinated with final Owner requirements.
11. Final interior and exterior signage design and documentation for all bid and permit considerations.
12. Performance based fire sprinkler and design criteria for delegated design modifications to existing systems.
13. Attendance and participation of Design Team in milestone review meeting(s).
14. Complete permitting agency applications for Carson City, State of Nevada and Utility Companies as coordinated with Carson City staff.
15. Submit stamped construction drawings and supporting documentation for plan review to full extent required.
16. Submit structural, mechanical, plumbing, fire suppression and electrical calculations along with energy compliance documentation to AHJ as required. Fire alarm and suppression design to be permitted as deferred submittal.
17. Respond to review comments by all authorities having jurisdiction in a timely manner through permit approval.
18. Opinion of probable cost with agreed contingencies and allocations updated from DD phase.
19. Secure building department construction approval.

Bidding Phase Services

During this phase, TSK will provide an electronic current set of documents for Owner coordinate bid distribution. Understanding is that project utilizing a Construction Manager at Risk (CMAR) delivery process with contractor involvement throughout process.

1. Provide Bid Documents updated with all known building permit review comments incorporated for Owner coordinated bid distribution.
2. Participate in onsite pre-bid meeting with mechanical and electrical consultants in attendance
3. Respond to Bidders RFIs with Addendum(s) including drawing and specification revisions.
4. TSK to attend bid opening and descoping meetings as necessary.
5. Provide Conforming Drawings and Specifications for construction use incorporating all Bidding RFI response revisions and any outstanding building permit considerations.

Construction Administration and Closeout Phase Services
Construction Administration services will extend from successful completion of Bid Phase services above and will include the following general services:

1. Attend Preconstruction meetings for general start of construction as well as coordination of various necessary building components.
2. Respond to Contractor RFI's with written and drawing responses as required. RFI documentation revisions will be included on Record Drawings upon project completion.
3. Review Contractor material and systems submittals for conformance to the contract documents and coordination with one another.
4. Issue Supplemental Instructions, Proposal Requests, Construction Change Directives, etc. as necessary addressing revisions issued after close of bid.
5. Review Change Order items for potential costs and credits.
6. Review Contractor Payment Applications for work in place and accuracy.
7. Attend regular Owner/Architect/Contractor (OAC) meetings remotely and provide any necessary observation reports as work progresses. Attend onsite every four (4) weeks for monthly progress review.
8. Attend up to four (4) onsite meetings outside the OAC meetings as warranted.
9. Upon Contractor notification of substantial completion, review project for completion and provide list (punch list) noting any discrepancies with the Contract Documents.
10. Provide Notice of Substantial Completion when project is ready to occupy for it's intended use.
11. Review project for Final Completion once all punchlist items have been addressed and provide Notice of Final Completion once verified.
12. Review Contractor closeout manuals and systems information, and return to Contractor and Owner with any comments or additional Contractor requirements.
13. Upon receipt of Contractor as-built documentation, incorporate any outstanding document revisions and provide Record Drawings for Owner's review, use and record.

PROJECT TEAM
The basic design and engineering services for this project include:

Discipline	Company Name
Architecture:	TSK Architects
Civil Engineering:	Lumos & Associates
Structural Engineering:	Nelson Wilcox
Mechanical and Plumbing Engineering:	Ainsworth Associates
Electrical Engineering:	PK Electrical
Cost Estimating	OCMI

SCHEDULE
This proposal is based on the following understanding. Carson City requires these improvements complete prior to January 2027 for compliance with State of Nevada requirements. Construction activities will need to commence by December 2025 to achieve this goal. Conceptual project schedule indicates 15 month construction in multiple phases. Final construction schedule to be determined by selected General Contractor. Proposed conceptual design phase schedule considers a mid-April 2025 start for design efforts:

- Schematic Design May 26-June 13, 2025 (3 weeks)
- Design Development June 16-July 25, 2025 (6 weeks)
- Construction Documents July 28-Oct. 17, 2025 (12 weeks)

- Bidding Phase Oct. 6-Nov. 7, 2025 (5 weeks)
- Courtroom Construction * Nov. 10- Dec. 18, 2026 (58 weeks)
- Construction Completion Dec. 21-Dec. 31, 2027 (54 weeks)

* NOTE: All improvements except for atrium improvements completed by December 2026. Atrium improvements to continue through 2027.

COMPENSATION

We propose a lump sum fee for revisions allowing District Attorney and Alternate Sentencing improvements through Building Permit. These fees also include demolition of existing Clerk Recorder improvements allowing those spaces to be used by proposed Courthouse building improvements. Construction Administration and Closeout services are proposed on a Time and Materials basis with cost not to exceed the extent indicated below for that phase of services per Carson City request. Renovation costs for yet to be decided Clerk Recorder location are also identified on a T&M basis should those services be necessary. Project budget for currently known construction costs is anticipated at about $12,900,000. Proposed design fees include consideration for the extent of renovation efforts speculated here and potential installation in multiple concurrent phases of development. The following is a phased breakdown including not-to-exceed fee for base construction administration services as well as potential Clerk Recorder improvements:

Base Services	**Fee Amount**
Schematic Design	$ 144,500.00
Design Development	$ 199,500.00
Construction Documents/Bidding/Permit	$ 476,500.00
Construction Administration/Closeout *	$ 337,500.00
Owner's Contingency	$ 50,000.00
Base Services Total:	**$1,208,000.00**

Clerk Recorder Improvement Services *	**Fee Amount**
TSK	$ 142,400.00
Nelson Wilcox Structural Engineers	$ 45,000.00
Ainsworth Associates	$ 66,400.00
PK Electrical	$ 45,000.00
OCMI	$ 12,200.00
Clerk Recorder Total:	**$ 311,000.00**

* Base Construction Administration and Clerk Recorder Improvement services to be billed on time and material / not to exceed basis for Owner and Consultant invoicing. No civil engineering services are anticipated for clerk recorder improvements. Current billing rates for all proposed A/E services are attached for reference.

REIMBURSABLE EXPENSES

The following reimbursable expenses may be required for this project, with a not to exceed amount of $2,500. Permitting fees are not a reimbursable expense, and shall be paid directly by the client.

- Printing/Plotting: Cost of reproduction + 15%
- Travel Mileage: Current Federal reimbursement rate
- Travel/Per Diem: Cost + 15%
- Shipping: Cost + 15%

EXCEPTIONS / CLARIFICATIONS

The following services are excluded from the basic architectural services TSK will provide under the proposed fee schedule:

- Structural engineer services beyond 3rd floor infill at atrium.
- Snowmelt radiant tubing array beyond operational manifold.
- Hazardous Material Assessments and Abatement Documents
- Arc flash and coordination study
- Full fire protection engineering
- Exterior building and site improvements beyond snowmelt
- Energy modeling beyond IECC compliance
- Building System Commissioning, Testing and Balancing
- Permitting, utility connections and other similar jurisdictional fees
- Public relations images and/or presentations
- Document printing for permit, bid, or construction limited to 4 sets
- Revision to milestone cost estimates due to design changes
- Exceptions listed in Exhibit B consultant proposals
- Any scope of work not explicitly stated above.

We are excited to present our proposal and eagerly anticipate collaborating with Carson City on this challenging project. If you have any questions or concerns regarding the scope of services or the fees outlined in this proposal, please let us know and we will address promptly. Thank you for giving us the opportunity to serve you.

Regards,

Philip O'Keefe
Principal

Jason Andoscia
Managing Principal

If the attached proposal is acceptable, please sign and return one executed copy.

Signature

Date

Printed Name

Title

Exhibit A

2025 STANDARD BILLING RATES

Senior Principal	$340.00
Principal	$290.00
Sr. Project Manager	$235.00
Senior Project Architect	$210.00
Sr. Project Designer	$210.00
Project Manager	$185.00
Construction Site Manager	$158.00
Project Architect	$170.00
Project Designer	$136.00
Project Coordinator	$126.00
Specifications	$126.00
Job Captain	$126.00
Technical Support	$105.00
Design Support	$105.00
Administrative Support	$95.00

AINSWORTH ASSOCIATES
MECHANICAL ENGINEERS

Ainsworth Associates Mechanical Engineers

Hourly Billing Rates
(Effective January 1, 2025)

Principal	$250.00/Hour
Associate	$220.00/Hour
Senior Engineer	$200.00/Hour
Senior Designer	$190.00/Hour
Engineer	$180.00/Hour
Designer	$170.00/Hour
Junior Designer	$150.00/Hour
Draftsperson	$140.00/Hour
Bookkeeper	$130.00/Hour
Clerical	$110.00/Hour

1420 HOLCOMB AVENUE, SUITE 201 | RENO, NV 89502 | PHONE: 775.329.9100 | WWW.AA-ME.COM

LUMOS & ASSOCIATES

Exhibit B
Exhibit A

Standard Fee Schedule

January 1, 2025

Engineering	Per Hour
Director	$295
Group Manager	280
Senior Project Manager – Special Projects	250
Assistant / Project / Senior Project Manager	210/235/250
Staff / Project / Senior Hydrogeologist	190/200/215
Staff / Project / Senior Engineer	190/205/215
Assistant / Project / Senior Project Coordinator	145/185/195
Project / Senior Project Designer	160/170
Engineering Technician I / II / III	110/140/150
Construction	**Per Hour**
Director	$295
Materials Engineering Manager	265
Assistant / Project / Senior Project Manager	210/235/250
Staff / Project / Senior Geotechnical Engineer	190/205/215
Construction Services Supervisor / Engineer	175/185
Assistant / Project / Senior Project Coordinator	145/185/195
Geotechnician	175
Inspector / Senior Inspector (includes nuclear gauge)	160/170
Construction Technician I / II / III	120/130/140
Materials Technician I / II / III (includes nuclear gauge)	110/120/130
Administrative Technician	90/100/110
Surveying	**Per Hour**
Director	$295
Group Manager	280
Assistant / Project / Senior Project Manager	210/235/250
Staff / Project / Senior Surveyor	190/205/215
Assistant / Project / Senior Project Coordinator	145/185/195
Photogrammetrist / Photogrammetry Manager	170/205
GIS Analyst	140
Surveying Technician I / II / III	95/140/150
Party Chief	190
Administrative & Other Services	**Per Hour**
Administrative Support	$135
Copy & Print Services	Cost + 15%
Mileage (per mile)	0.90

- Fees for prevailing wage rate projects are available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times the standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

These rates apply to services rendered through December 31, 2025. Services provided after this date will be invoiced according to the Standard Fee Schedule in effect at that time.

NELSON WILCOX
STRUCTURAL ENGINEERS

1. The rates shall be as follows:
   (Please note that this fee is subject to adjustment for cost of living increases, etc. in April of each year. All existing proposals and work orders are subject to this increase for incomplete work billed on a time and material basis.)

Principal/Engineer 1:	$190.00
Engineer 2:	$120.00
Engineer 3:	$100.00
Cad Drafter:	$100.00
Expert Witness:	$250.00**

** Includes document review; conferences with client, other experts and attorneys; depositions; mediations; court appearances; site visits and expert witness testimony. All other services will be invoiced at the standard fee schedule.

Exhibit A

2025 PROFESSIONAL RATES

	TITLE	HOURLY RATE
EXECUTIVE LEVEL	*Principal*	$350
DIRECTOR LEVEL SERVICES:	*Senior Director*	$290
	Director	$275
	Associate Director	$250
MANAGEMENT:	*Senior Cost Manager*	$230
	Cost Manager	$215
SENIOR PROFESSIONAL:	*Senior Estimator*	$195
	Senior Risk Analyst	$250
PROFESSIONAL:	*Cost Estimator II*	$180
	Cost Estimator I	$165
	Economist	$230
	Risk Analyst	$230

Rates are valid through 31 December 2025.

PK Electrical, Inc.
ENGINEERING | DESIGN | CONSULTING
www.pkelectrical.com

PK ELECTRICAL, INC.
2025 SCHEDULE OF APPROVED HOURLY RATES

PRINCIPALS

Compensation for services rendered by the following named key personnel of the ENGINEERING CONSULTANT shall be based on the following fixed hourly rate:

Karen D. Purcell, P.E.	$270.00
Alan Wiskus	$270.00
Joseph Ganser, P.E.	$270.00
Dugan Hadler, LEED AP BD+C	$270.00

DIRECT PERSONNEL EXPENSES

Compensation for services rendered by employees of the ENGINEERING CONSULTANT shall be on the following applicable range of current hourly rates:

Engineering Manager	$250.00
Senior Project Engineer	$225.00
Senior Project Manager	$220.00
Engineering Designer 3	$210.00
Engineering Designer 2	$190.00
Engineering Designer 1	$170.00
Technology Manager	$240.00
Fire Alarm Engineer/Designer	$230.00
Production/BIM Manager	$160.00
Production / Drafter 3	$130.00
Production / Drafter 2	$125.00
Production / Drafter 1	$120.00
Accounting Manager	$140.00
Clerical/Administration	$115.00

These rates include costs for individual direct salary and mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar benefits plus general and administrative overhead and profit.

The above rates are subject to periodic adjustments as mutually agreed to by the client and ENGINEERING CONSULTANT to reflect reasonable increases in employees' direct salaries and changes in company overhead rates.

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Sean Slamon, Fire Chief

Agenda Title: For Possible Action: Discussion and possible action regarding two Federal Fiscal Year ("FFY") 2025 Homeland Security Grant Program ("HSGP") applications seeking (1) $98,000 in federal grant funds, with no local match requirement, to purchase a SCBA air tank compressor for Carson City Fire Department ("CCFD") Station 55; (2) $300,528 in federal grant funds, with no local match requirement, to purchase mobile Hostile Vehicle Mitigation ("HVM") systems; and (3) authorization for the Mayor to accept the FFY 2025 HSGP grants, if awarded. (Jon Bakkedahl, jbakkedahl@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

---

Proposed Motion
I move to approve submission of the grant applications as requested and to authorize the Mayor to accept the grants, if awarded.

Board's Strategic Goal
Safety

Previous Action
N/A

Background/Issues & Analysis
The FFY 2025 HSGP is one of three grant programs that support Federal Emergency Management Agency's ("FEMA") focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofit organizations, to prevent, prepare for, protect against, and respond to potential terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by FEMA to help strengthen the nation's communities against potential terrorist attacks and other hazards. Two of the six funding requirements for HSGP are enhancing community preparedness and enhancing the protection of soft targets/crowded places.

The SCBA air tank compressor is needed to support expanding CCFD operations at the new Station 55 and meets the qualification of enhancing community preparedness.

The mobile HVM systems are needed to secure the downtown area and the nearby capitol complex during special events and meet the qualification of enhancing the protection of soft targets/crowded places.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Grant Fund, Fire Department, revenue 2752082-431010 and expenses will be 2752505-50XXXX. Grant Number will be created if awarded.

Is it currently budgeted? No

Explanation of Fiscal Impact: If approved and awarded, the grant revenues and expenses will be added during the next round of budget augmentations, there is no match required.

Alternatives
Do not authorize submission of the grant applications.

Attachment(s):
2025 HSGP Compressor Application.PDF

2025 HSGP HVM barriers.PDF

Motion: _____ 1) _____ Aye/Nay
2) _____ _____
_____
_____
_____
_____

_____
(Vote Recorded By)

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Nevada Office of the Military, Division of Emergency Management

FFY 2025 Homeland Security Grant Program (HSGP)
Deadline: 12/31/2025

Carson City Fire/Emergency Management/Sheriff

SCBA Air Compressor

Jump to: Pre-Application Application Questions Category Budget Totals Line Item Detail Budget Documents Uploads

$ 98,000.00 Requested

Project Contact
Carson City Fire
carsonfiregrants@carson.org
Tel: 7752837820

Additional Contacts
none entered

Carson City Fire/Emergency Management/Sheriff

777 S. Stewart Street
Carson City, NV 89701
United States

Business Manager
Marty Elzy
MElzy@carson.org

Telephone7752837820
Fax
Web

Pre-Application *top*

1. Are you a state, local, or tribal government?
- [x] Yes
- [ ] No

2. Did you participate in the Threat and hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process and the Integrated Preparedness Plan Workshop (IPPW) during 2024?
These processes were conducted during the Division of Emergency Management's Fall Workshops.
- [x] Yes
- [ ] No

3. National Incident Management System (NIMS) implementation is required before allocating any federal preparedness awards in FFY 2025. Recipients must ensure and maintain the adoption and implementation of NIMS. Are you NIMS compliant?

Please reference the 2024 NOFO, in anticipation for the 2025 NOFO, for information regarding NIMS Compliance.

- [x] Yes, we have formally adopted NIMS
- [ ] No
- [ ] No, but we will be compliant prior to receiving grant funds

4. In order for your application to be considered, you must attend open meetings to testify in front of either the Nevada Resilience Advisory Committee (NRAC) or Urban Area Working Group (UAWG) as well as Committee on Finance (COF) and the Nevada Commission on Homeland Security (NCHS). This is a requirement of the grant. If you do not send representation, your application will not be considered.

The NRAC, UAWG, and NCHS meetings will be held at a yet to be determined date.

- [x] I understand and agree to send representation to the required meetings.

5. All procurement is required to be compliant with Nevada Revised Statute 333 and/or Nevada Revised Statute 332. Per FEMA legal opinion, locals may not use NRS 332.115 because it has been determined that NRS 332.115 is less restrictive than 2CFR Part 200. All procurement must be free and open competition. Any sole source procurement must be pre-approved in writing by the DEM in advance of the procurement.

You may view the written legal opinion in the "Resource Document" tab.

- [x] I understand and agree to utilize the most restrictive guidelines for procurement.

6. Each jurisdiction must complete its own application. The submitter of the grant application will be the sub-recipient of funds. Sub-Grantees may not sub-grant funds.

- [x] I understand and will not sub-grant funds.

Application Questions *top*

---

1. Name of the Homeland Security Grant Program (HSGP) funding stream you are requesting funding for:

- [x] State Homeland Security Program (SHSP)
- [ ] Urban Area Security Initiative (UASI)

2. Please choose one of the five mission areas or you may choose "All of the Above".

For a description of each mission area, please visit: https://www.fema.gov/emergency-managers/national-preparedness/mission-core-capabilities

- [ ] Prevention
- [ ] Protection
- [ ] Mitigation
- [x] Response
- [ ] Recovery
- [ ] All of the Above

3. Please select ONE main core capability for your project. If your project does not fit in this list choose not applicable and see question 4.

A description of Mission Areas and Core Capabilities can be found at: https://www.fema.gov/emergency-managers/national-preparedness/mission-core-capabilities

- [ ] Fatality Management Services
- [x] Fire Management and Suppression
- [ ] Infrastructure Systems
- [ ] Logistics and Supply Chain Management

- ☐ Mass Care Services
- ☐ Mass Search and Rescue Operations
- ☐ On-Scene Security, Protection, and Law Enforcement
- ☐ Operational Communication
- ☐ Public Health, Healthcare, and Emergency Medical Services
- ☐ Health and Social Services
- ☐ Economic Recovery
- ☐ Natural and Cultural Resources
- ☐ Housing
- ☐ Not Applicable (choose from the second list)

4. If you selected not applicable on question 3, please select one main core capability from this list. Otherwise, select not applicable.
A description of Mission Areas and Core Capabilities: https://www.fema.gov/emergency-managers/national-preparedness/mission-core-capabilities

- ☐ Planning
- ☐ Public Information and Warning
- ☐ Operational Coordination
- ☐ Forensics and Attribution
- ☐ Intelligence and Information Sharing
- ☐ Interdiction and Disruption
- ☐ Screening, Search and Detection
- ☐ Access Control and Identity Verification
- ☐ Physical Protective Measures
- ☐ Cybersecurity
- ☐ Supply Chain Integrity and Security
- ☐ Risk Management for Protection Programs and Activities
- ☐ Risk and Disaster Resilience Assessment
- ☐ Community Resilience
- ☐ Long-term Vulnerability Reduction
- ☐ Threats and Hazards Identification
- ☐ Environmental Response/Health and Safety
- ☐ Critical Transportation
- ☐ Situational Assessment
- ☐ Not Applicable

5. Please select the National Priority Area or State Focus Area that your project applies to.
Please refer to the 2024 NOFO, in lieu of the 2025 NOFO, for descriptions of the National Priority Areas.

- ☑ Enhancing Community Preparedness and Resilience
- ☐ Enhancing the Protection of Soft Targets/Crowded Places
- ☐ Enhancing Information Sharing and Intelligence Sharing and Analysis and cooperation with federal agencies including DHS
- ☐ Combatting Domestic Violent Extremism
- ☐ Enhancing Cyber Security
- ☐ Enhancing Election Security
- ☐ Critical Infrastructure Systems
- ☐ Enhancing Operational and Public Communications
- ☐ Securing Reliable Logistics and Supply Chains

6. Describe how your project fits into the FFY 2025 National Priority or State Focus Areas. Please ensure your project falls under the listed core capability and lifelines.
Please refer to the 2024 HSGP NOFO, in lieu of the 2025 NOFO, attached in the Resource Documents.
This application will be used to purchase a SCBA tank fill station for the new Station 55.
This is a Response Mission area with one Core capabilities: Fire Management and Suppression
The lifeline is Public Safety.

7. Describe the investment or project, specifically how it addresses gaps and/or sustainment in the Threat and Hazard Identification Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR).
Carson City is building a new Fire Station, #55 to open in July. The facility will be the first new station in 30 years. The facility, due to logistic supply issues and inflation has exceeded the budget and cuts had to be made.
We are looking to purchase a new tank fill station to be placed in the new station. This will prevent having to drive across town to fill tanks and update the current aging inventory at another station. This would give us back up and redundant fill stations.

8. Please explain how your project demonstrates a nexus to achieving target capabilities related to preventing, preparing for, protecting against, and responding to acts of terrorism
This project will enhance capability in Carson City FD to fill bottles to support all types of response from HAZMAT to Terrorism events. Full bunker gear with SCBA is the required format to respond to unknown materials or attacks. The fill station will help support responder safety and timely responses.

9. What is the overall goal for this project?
Quantify your capability, identify users and beneficiaries, and describe the overall benefit of your project to the state.
To purchase an SCBA bottle fill station to support responder safety on all hazard scene response.

10. Project Implementation - Describe how, and by whom, the proposed project will be implemented. Describe the process by which the project will be accomplished. Identify who will perform the work.
ie. Contract Staff - complete quarterly reporting; John Doe - exercise development; Staff - carry out exercise; Example team - Maintain equipment purchased for Exercise.
Fire/EM would apply for the grant and perform the mandatory reporting. There Carson City Procurement policy and State/Federal processes will be followed as required by the grant. The grant will be closed out after purchase and install of the device.

11. Will this project be obligated towards Law Enforcement Terrorism Prevention Activities (LETPA) Under 6 U.S.C. § 607?
For additional information, you may review: 6 USC 607 (a) 2 here: https://uscode.house.gov/view.xhtml?req=(title:6%20section:607%20edition:prelim)

- [ ] Yes
- [x] No

12. Sustainment Plan: Identify any continuing financial obligation created by the Project, and proposed funding solution.
Th maintenance of the device will be sustained by the annual city budget.

13. Can this project funding request be reduced? Is it scaleable? Please answer Yes or No, and explain below.
Yes, if so we will need to find additional funding to support that.

14. Project Location: Provide the 5-digit zip code where the project will be executed. The project location may be distinct from the sub-recipient address.
89701

15. Is the focus of your project building new capability or sustaining previously developed capabilities?

- [ ] Building
- [x] Sustaining

16. Is this request deployable? All assets supported in part or entirely with FFY 2025 HSGP funding must be readily deployable and NIMS-typed when possible to support emergency or disaster operations per existing Emergency Management Assistance Compact (EMAC) under 6 U.S.C. § 609, and any other applicable provision of the Homeland Security Act of 2002, as amended.

- [ ] Yes
- [x] No

17. Shareable: Is the core capability supported by this project shareable with other jurisdictions?

- [x] Yes
- [ ] No

18. If your project supports a NIMS Typed resource, enter the corresponding name, type, and ID of the typed resources from the Resource Typing Library Tool. If not applicable, type in "not applicable"

To search for a resource Please visit: https://rtlt.preptoolkit.fema.gov/Public

N/A

19. Does this project require new construction, renovation, retrofitting, or modifications of an existing structure?

Please see slides 4 and 5 of EHP Screening Instructions in the "Resource Documents" tab.

no

20. Does this project directly support a previously awarded project or investment? If yes, list up to three prior years' investments or projects, Include the year, investment name, and the last milestone completed. The milestones are defined as Initiate, Plan, Execute, Control or Closeout.

Example: 2020, Recovery Framework, Control - 2021, Recovery Framework, Closeout - 2022 no project submitted.

No

21. What is the status of your planned activities?

For more information regarding the definition of these terms and their use, please visit: https://projectmanagementacademy.net/articles/five-traditional-process-groups/

- [x] Initiate
- [ ] Plan
- [ ] Execute
- [ ] Control
- [ ] Close Out

Category Budget Totals *top*

Category Budget Breakdown	Costs
Planning	
Organization	
Equipment	$ 98,000.00
Training	

Exercise	
Management and Administration	
Total	**$ 98,000.00**

Line Item Detail Budget *top*

Line Item Detail

List Items (according to POETE categories)	Detailed Description	Quantity	Unit Cost	Total
PLANNING				
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
PLANNING Subtotal		**0**	**$ 0.00**	**$ 0.00**
ORGANIZATION				
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
ORGANIZATION Subtotal		**0**	**$ 0.00**	**$ 0.00**
EQUIPMENT				
SCBA Tank Compressor	A two bottle Tank Fill station for SCBA Bottles	1	$ 98,000.00	$ 98,000.00

			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
EQUIPMENT Subtotal		**1**	**$ 98,000.00**	**$ 98,000.00**
TRAINING				
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
TRAINING Subtotal		**0**	**$ 0.00**	**$ 0.00**
EXERCISE				
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00

EXERCISE Subtotal		**0**	**$ 0.00**	**$ 0.00**
MANAGEMENT AND ADMINISTRATION				
			$	$ 0.00
			$	$ 0.00
MANAGEMENT AND ADMINISTRATION Subtotal		**0**	**$ 0.00**	**$ 0.00**
Total		**1**	**$ 98,000.00**	**$98,000.00**

Documents Uploads *top*

Documents Requested *	Required?	Attached Documents *
Single Audit (Most Current)	☑	Audit
Requesting Agency Travel Policy	☑	Travel Policy
Requesting Agency Payroll Policy	☑	Payroll Policy
Requesting Agency Procurement Policy	☑	Procurement Policy
Project Milestones	☑	Milestones
Open Meeting Brief Template	☑	Brief

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Application ID: 500297

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Nevada Office of the Military, Division of Emergency Management

FFY 2025 Homeland Security Grant Program (HSGP)
Deadline: 12/31/2025

Carson City Fire/Emergency Management/Sheriff

Carson City (Quad & State) -Hostile Vehicle Mitigation (HVM)

Jump to: Pre-Application Application Questions Category Budget Totals Line Item Detail Budget Documents Uploads

$ 300,528.00 Requested

Project Contact
Carson City Fire
carsonfiregrants@carson.org
Tel: 7752837820

Additional Contacts
none entered

Carson City Fire/Emergency Management/Sheriff

777 S. Stewart Street
Carson City, NV 89701
United States

Business Manager
Marty Elzy
MElzy@carson.org

Telephone7752837820
Fax
Web

Pre-Application *top*

1. Are you a state, local, or tribal government?
- [x] Yes
- [ ] No

2. Did you participate in the Threat and hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process and the Integrated Preparedness Plan Workshop (IPPW) during 2024?
These processes were conducted during the Division of Emergency Management's Fall Workshops.
- [x] Yes
- [ ] No

3. National Incident Management System (NIMS) implementation is required before allocating any federal preparedness awards in FFY 2025. Recipients must ensure and maintain the adoption and implementation of NIMS. Are you NIMS compliant?

Please reference the 2024 NOFO, in anticipation for the 2025 NOFO, for information regarding NIMS Compliance.

- [x] Yes, we have formally adopted NIMS
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- [ ] No, but we will be compliant prior to receiving grant funds

4. In order for your application to be considered, you must attend open meetings to testify in front of either the Nevada Resilience Advisory Committee (NRAC) or Urban Area Working Group (UAWG) as well as Committee on Finance (COF) and the Nevada Commission on Homeland Security (NCHS). This is a requirement of the grant. If you do not send representation, your application will not be considered.

The NRAC, UAWG, and NCHS meetings will be held at a yet to be determined date.

- [x] I understand and agree to send representation to the required meetings.

5. All procurement is required to be compliant with Nevada Revised Statute 333 and/or Nevada Revised Statute 332. Per FEMA legal opinion, locals may not use NRS 332.115 because it has been determined that NRS 332.115 is less restrictive than 2CFR Part 200. All procurement must be free and open competition. Any sole source procurement must be pre-approved in writing by the DEM in advance of the procurement.

You may view the written legal opinion in the "Resource Document" tab.

- [x] I understand and agree to utilize the most restrictive guidelines for procurement.

6. Each jurisdiction must complete its own application. The submitter of the grant application will be the sub-recipient of funds. Sub-Grantees may not sub-grant funds.

- [x] I understand and will not sub-grant funds.

Application Questions *top*

---

1. Name of the Homeland Security Grant Program (HSGP) funding stream you are requesting funding for:

- [x] State Homeland Security Program (SHSP)
- [ ] Urban Area Security Initiative (UASI)

2. Please choose one of the five mission areas or you may choose "All of the Above".

For a description of each mission area, please visit: https://www.fema.gov/emergency-managers/national-preparedness/mission-core-capabilities

- [x] Prevention
- [ ] Protection
- [ ] Mitigation
- [ ] Response
- [ ] Recovery
- [ ] All of the Above

3. Please select ONE main core capability for your project. If your project does not fit in this list choose not applicable and see question 4.

A description of Mission Areas and Core Capabilities can be found at: https://www.fema.gov/emergency-managers/national-preparedness/mission-core-capabilities

- [ ] Fatality Management Services
- [ ] Fire Management and Suppression
- [ ] Infrastructure Systems
- [ ] Logistics and Supply Chain Management

- [ ] Mass Care Services
- [ ] Mass Search and Rescue Operations
- [x] On-Scene Security, Protection, and Law Enforcement
- [ ] Operational Communication
- [ ] Public Health, Healthcare, and Emergency Medical Services
- [ ] Health and Social Services
- [ ] Economic Recovery
- [ ] Natural and Cultural Resources
- [ ] Housing
- [ ] Not Applicable (choose from the second list)

4. If you selected not applicable on question 3, please select one main core capability from this list. Otherwise, select not applicable.
A description of Mission Areas and Core Capabilities: https://www.fema.gov/emergency-managers/national-preparedness/mission-core-capabilities

- [ ] Planning
- [ ] Public Information and Warning
- [ ] Operational Coordination
- [ ] Forensics and Attribution
- [ ] Intelligence and Information Sharing
- [ ] Interdiction and Disruption
- [ ] Screening, Search and Detection
- [ ] Access Control and Identity Verification
- [x] Physical Protective Measures
- [ ] Cybersecurity
- [ ] Supply Chain Integrity and Security
- [ ] Risk Management for Protection Programs and Activities
- [ ] Risk and Disaster Resilience Assessment
- [ ] Community Resilience
- [ ] Long-term Vulnerability Reduction
- [ ] Threats and Hazards Identification
- [ ] Environmental Response/Health and Safety
- [ ] Critical Transportation
- [ ] Situational Assessment
- [ ] Not Applicable

5. Please select the National Priority Area or State Focus Area that your project applies to.
Please refer to the 2024 NOFO, in lieu of the 2025 NOFO, for descriptions of the National Priority Areas.

- [ ] Enhancing Community Preparedness and Resilience
- [x] Enhancing the Protection of Soft Targets/Crowded Places
- [ ] Enhancing Information Sharing and Intelligence Sharing and Analysis and cooperation with federal agencies including DHS
- [ ] Combatting Domestic Violent Extremism
- [ ] Enhancing Cyber Security
- [ ] Enhancing Election Security
- [ ] Critical Infrastructure Systems
- [ ] Enhancing Operational and Public Communications
- [ ] Securing Reliable Logistics and Supply Chains

6. Describe how your project fits into the FFY 2025 National Priority or State Focus Areas. Please ensure your project falls under the listed core capability and lifelines.

Please refer to the 2024 HSGP NOFO, in lieu of the 2025 NOFO, attached in the Resource Documents.

Motorized vehicles are being used more and more as weapons at Soft Target venues. The new use of Electric Vehicles (EVs) has compounded the threat as they are heavier, faster, and quieter on approach. This application will be used to purchased several types of anti-vehicle ramming (AVR) devices for Hostile Vehicle Mitigation (HVM) to secure events in Carson City (Including state events), Lyon, Douglas, and Storey County as a regional resource.

This is a Prevention Mission and with two main Core capabilities:

1. On scene Security, Protection, and LE
2. Physical Protective Measures.

The lifeline is Public Safety.

7. Describe the investment or project, specifically how it addresses gaps and/or sustainment in the Threat and Hazard Identification Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR).

The Nevada Day Parade has been used as a Tabletop Exercise to develop our THIRA and SPR rankings and gaps. Our large open air - soft target- event, coinciding with the recent NYE attack in New Orleans has pressed us to look into this resource. It will be used to secure the major streets on the parade route, special events on the capitol grounds, and other regional events in the Quad Counties.

8. Please explain how your project demonstrates a nexus to achieving target capabilities related to preventing, preparing for, protecting against, and responding to acts of terrorism

This project will look to prevent soft target terrorism attacks in the Capitol City and surrounding counties. The preparedness efforts are compounded with multi departmental participation in planning, training, and exercise use of the resources.

9. What is the overall goal for this project?

Quantify your capability, identify users and beneficiaries, and describe the overall benefit of your project to the state.

Prevent vehicle rammings of soft target events to protect the public attendees and event staff that are working the events. The overall benefit to the state is the creation of a regional resource for prevention of terrorism on soft target events.

10. Project Implementation - Describe how, and by whom, the proposed project will be implemented. Describe the process by which the project will be accomplished. Identify who will perform the work.

ie. Contract Staff - complete quarterly reporting; John Doe - exercise development; Staff - carry out exercise; Example team - Maintain equipment purchased for Exercise.

Emergency Management, in coordination with the Sheriff's Office, Fire Department, and Public works have assessed and reviewed several typed of prevention methods. EM will take the lead on the bids, purchase, and receipt of the materials. Public works with be the manager of the resource, at the direction of the Sheriff's Office and Fire Marshal.

EM will perform the Quarterly reports and manage resource requests for regional use.

11. Will this project be obligated towards Law Enforcement Terrorism Prevention Activities (LETPA) Under 6 U.S.C. § 607?

For additional information, you may review: 6 USC 607 (a) 2 here: https://uscode.house.gov/view.xhtml?req=(title:6%20section:607%20edition:prelim)

- [x] Yes
- [ ] No

12. Sustainment Plan: Identify any continuing financial obligation created by the Project, and proposed funding solution.

The materials are reusable. The trailer will be maintained by CCPW Fleet.

13. Can this project funding request be reduced? Is it scaleable? Please answer Yes or No, and explain below.
This project is scalable and may need additional resources in future years.

14. Project Location: Provide the 5-digit zip code where the project will be executed. The project location may be distinct from the sub-recipient address.
89701

15. Is the focus of your project building new capability or sustaining previously developed capabilities?
- [x] Building
- [ ] Sustaining

16. Is this request deployable? All assets supported in part or entirely with FFY 2025 HSGP funding must be readily deployable and NIMS-typed when possible to support emergency or disaster operations per existing Emergency Management Assistance Compact (EMAC) under 6 U.S.C. § 609, and any other applicable provision of the Homeland Security Act of 2002, as amended.
- [x] Yes
- [ ] No

17. Shareable: Is the core capability supported by this project shareable with other jurisdictions?
- [x] Yes
- [ ] No

18. If your project supports a NIMS Typed resource, enter the corresponding name, type, and ID of the typed resources from the Resource Typing Library Tool. If not applicable, type in "not applicable"
To search for a resource Please visit: https://rtlt.preptoolkit.fema.gov/Public
Not applicable

19. Does this project require new construction, renovation, retrofitting, or modifications of an existing structure?
Please see slides 4 and 5 of EHP Screening Instructions in the "Resource Documents" tab.
no

20. Does this project directly support a previously awarded project or investment? If yes, list up to three prior years' investments or projects, Include the year, investment name, and the last milestone completed. The milestones are defined as Initiate, Plan, Execute, Control or Closeout.
Example: 2020, Recovery Framework, Control - 2021, Recovery Framework, Closeout - 2022 no project submitted.
No

21. What is the status of your planned activities?
For more information regarding the definition of these terms and their use, please visit: https://projectmanagementacademy.net/articles/five-traditional-process-groups/
- [x] Initiate
- [ ] Plan
- [ ] Execute
- [ ] Control
- [ ] Close Out

Category Budget Totals *top*

Category Budget Breakdown	Costs
Planning	
Organization	
Equipment	$ 300,528.00
Training	
Exercise	
Management and Administration	
Total	**$ 300,528.00**

Category Budget Totals Narrative
This is an equipment purchase, no additional costs are associated with the application.

Line Item Detail Budget *top*

Line Item Detail

List Items (according to POETE categories)	Detailed Description	Quantity	Unit Cost	Total
PLANNING				
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
PLANNING Subtotal		**0**	**$ 0.00**	**$ 0.00**
ORGANIZATION				
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00

			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
ORGANIZATION Subtotal		**0**	**$ 0.00**	**$ 0.00**
EQUIPMENT				
Hostile Vehicle Mitigation (HVM)	3- 54 Unit Trailers and kits	3	$ 100,176.00	$ 300,528.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
EQUIPMENT Subtotal		**3**	**$ 100,176.00**	**$ 300,528.00**
TRAINING				
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
TRAINING Subtotal		**0**	**$ 0.00**	**$ 0.00**
EXERCISE				
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00

			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
EXERCISE Subtotal		**0**	**$ 0.00**	**$ 0.00**
MANAGEMENT AND ADMINISTRATION				
			$	$ 0.00
			$	$ 0.00
MANAGEMENT AND ADMINISTRATION Subtotal		**0**	**$ 0.00**	**$ 0.00**
Total		**3**	**$ 100,176.00**	**$300,528.00**

Documents Uploads *top*

Documents Requested *	Required?	Attached Documents *
Single Audit (Most Current)	☑	Audit
Requesting Agency Travel Policy	☑	Travel Policy
Requesting Agency Payroll Policy	☑	Payroll Policy
Requesting Agency Procurement Policy	☑	Procurement Policy
Project Milestones	☑	Grant milestones
Open Meeting Brief Template	☑	Meeting Brief

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STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Ken Furlong, Sheriff

Agenda Title: For Possible Action: Discussion and possible action regarding an interlocal agreement and standard operating procedures between the Washoe Tribe of Nevada and California ("Washoe Tribe") and Carson City for mutual aid and response between the Washoe Tribe law enforcement officers and the Carson City Sheriff's Office ("CCSO") for a term beginning retroactively on September 1, 2024, and expiring on June 30, 2027, for the interlocal agreement, and beginning on June 5, 2025, and continuing until amended or terminated for the standard operating procedures, with each party bearing their own costs. (Ken Furlong, kfurlong@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

---

Proposed Motion

I move to approve the interlocal agreement and standard operating procedures, as presented.

Board's Strategic Goal
Safety

Previous Action
N/A

Background/Issues & Analysis

This interlocal agreement provides a framework through which the Washoe Tribe law enforcement officers and the CCSO may cooperate and provide mutual support to enhance public safety. The existing agreement between the Washoe Tribe and Carson City was last signed in 2016.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 277.180

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Do not approve the interlocal agreement and standard operating procedures, and/or provide alternative direction to staff.

Attachment(s):
Washoe Tribe MOU.pdf

Washoe Tribe Operating Procedures.pdf

Washoe Tribe MOU 2016.pdf

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

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INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT MUTUAL AID SERVICES By and Between WASHOE TRIBE OF NEV ADA AND CALIFORNIA And CARSON CITY, NEV ADA

WHEREAS, the Washoe Tribe of Nevada and California ("Washoe Tribe") is a federally recognized Indian tribe organized under Section 16 of the Indian Reorganization Act of 1934 (25 U.S.C.§ 476); and

WHEREAS, Carson City ("City") is a political subdivision of the State of Nevada; and

WHEREAS, the Washoe Tribe and City share common borders; and

WHEREAS, it is in the best interest of the Washoe Tribe, City and the residents of each community to mutually share law enforcement aid activities on an as needed basis; and

WHEREAS, Title 1, Article VI, Section 1 of the Washoe Tribe's Law and Order Code and Nevada Revised Statute Section 277.180(1) provide the Washoe Tribe and City respectively with the authority to enter into this Agreement; and

WHEREAS, the Washoe Tribe and City each maintain and operate law enforcement agencies in their respective jurisdictions.

NOW THEREFORE, the Washoe Tribe and the City mutually agree as follows:

1. **Term.** The term of this Agreement shall be from September 1, 2024, to June 30, 2027, and shall automatically renew for successive three-year periods thereafter unless and until terminated by the giving of notice as required below or the establishment of a superseding contract.

2. **Purpose.** The purpose of this Agreement is to improve the cooperation, efficiency, and effectiveness of law enforcement; to maintain the law and order and public safety; and to increase the safety of all City and Tribal law enforcement officers who, in the line of duty, require support and backup in the investigation of and enforcement against those who commit crimes. For all of these purposes, the parties desire to make available to each other, upon request only, law enforcement personnel, resources, and facilities as needed. The parties further agree that the officers, employees, and agents of one party may, upon request, assist the other party in prosecution, judicial proceedings, or post-judicial activities related to law enforcement activities authorized by this Agreement.

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3. **Voluntary Response.** A party's response to any request for mutual aid under this Agreement is completely voluntary and is left solely to the discretion and judgment of the Chief of Police of the Washoe Tribe or to the Sheriff of City respectively with no obligation to respond favorably to any request.

4. **Federal Crimes.** City recognizes that the Federal Bureau of Investigation ("FBI") along with the Washoe Tribe have jurisdiction on Tribal lands. In the event City responds to the Washoe Tribe under this Agreement and discovers a federal crime has occurred, City will inform the Washoe Tribe who will then have the responsibility to notify the FBI. In the case of federal crimes, City will only take enforcement action pursuant to this Agreement when necessary to protect life or property in immediate jeopardy, to preserve the crime scene and evidence or to defend themselves or others.

5. **Liability and Indemnification.** It is not the intention of this Agreement to affect the legal liability of either the Washoe Tribe or City by imposing any standard of care other than any standard of care that may be imposed by law. Neither party, its officers, agents or employees, by virtue of this Agreement, assumes any responsibility or liability whatsoever for the actions of the other party, its officers, agents, or employees pursuant to this Agreement. Without the prior written consent of the other party, no party shall have any right or authority to assume or create any obligation binding upon the other party in any respect whatsoever or to represent to any person that the party has any such right or authority. Further:

   a) The Washoe Tribe agrees to hold harmless, indemnify, and defend City from any and all losses, liabilities, claims, or expenses of any nature to the person or property of another caused by the negligent or intentional acts, errors, or omissions of the Washoe Tribe officers, employees, or agents in connection with any activities performed under this Agreement. Nothing in this Agreement interferes with or alters the applicability of the Federal Tort Claims Act.

   b) City agrees to hold harmless, indemnify, and defend the Washoe Tribe from any and all: losses, liabilities, claims, or expenses of any nature to the person or property of another caused by the negligent or intentional acts, errors or omissions of City officers, employees, or agents in connection with any activities performed under this Agreement. Nothing in this Agreement interferes with or alters the applicability or requirements of Chapter 41 of the Nevada Revised Statutes.

6. **Governing Law.** For any matter that arises out of this Agreement, the following provisions shall apply:

   a) In the event that the Washoe Tribe amends, adds, deletes, or in any way changes subsection 1-20-020(c) of the Washoe Tribal Court Law and Order

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Code, which excludes Tribal Court jurisdiction for City's officers acting under this Agreement, or adds or changes any section of the Tribal Code that would affect the terms or intent of this Agreement, then the Washoe Tribe must notify City within twenty-four (24) hours of that change, and City may immediately withdraw from this Agreement.

b) In the event that City or the State of Nevada amends, deletes, or any way changes any ordinance or statute that affects the Washoe Tribe in carrying out the provisions of this Agreement, then City must notify the Washoe Tribe within twenty-four (24) hours of that change, and the Washoe Tribe may immediately withdraw from this Agreement.

c) If any party fails to notify the other party of changes as referenced above and an issue or action arises, then it is in the intent of the parties that the Tribal Code, Carson City Municipal Code, and/ or the Nevada Revised Statutes that were in place when this Agreement was executed shall control.

7. **Workers' Compensation and Liability Insurance.** Each party shall be responsible for ensuring its officers, employees, and agents have workers' compensation coverage in accordance with applicable laws while this Agreement is in effect. Each party shall be responsible for ensuring its officers, employees, and agents are covered under their general liability insurance policy. Either party may, at any time, request proof of such workers' compensation and liability insurance coverage, which shall promptly be provided.

8. **Third Parties.** Nothing in this Agreement is intended to create nor shall it be interpreted to create or otherwise provide any special duty owed to any particular person or to any third party regardless of where that third party may live or the cause of action of the third party. Further, nothing in this Agreement is intended to create nor shall it be interpreted to create or otherwise provide any interests, rights, or remedies to any third party whatsoever.

9. **Use of Force and Officer-Involved Motor Vehicle Accidents.**

a) Each party agrees to provide the other party with a copy of its firearm and use of force policies and procedures as well as a copy of its protocol for motor vehicle accidents. Further, each party agrees to provide an orientation on these materials to the other party.

b) The investigation of any law enforcement officer involved in a shooting, use of force incident, and/ or motor vehicle accident while performing mutual aid under this Agreement shall be the primary responsibility of the jurisdiction in which the incident occurred. The investigation shall be conducted according to the policies, procedures, and protocols of the jurisdiction in which the incident occurred.

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c) If an on-duty officer from one jurisdiction is involved in a use of force incident or traffic accident in the other jurisdiction, the following procedures shall apply:

i. The agency employing the involved officer shall provide a minimum of one supervisor or investigator to work with the investigating agency.

ii. The agency employing the involved officer may interact and assist with the investigating agency but will not attempt to influence the course or outcome of the investigation.

iii. Nothing under the terms of this Agreement prohibits the jurisdiction in which the incident occurred from requesting assistance from other agencies, including agencies associated with the federal government.

10. **On the Scene Direction.** The highest-ranking law enforcement official on duty or on the scene with jurisdiction over the lands where the incident occurs shall be in charge of the incident, including the on the scene direction of all personnel and equipment provided by the responding party. Regardless of the foregoing, the employer of an officer, employee, or agent, through the employer's supervisory law enforcement officials, shall have the ultimate authority over its officers, employees, and agents, including the authority to order such person back to its jurisdiction.

11. **Scope of Employment.** City's officer(s) or other personnel acting pursuant to the terms of this Agreement shall be considered to be acting under the direction of City and shall be considered to be acting within the scope of their employment and not as employees of the Tribe. The Tribe's officer(s) or other personnel acting pursuant to the terms of this Agreement shall be considered to be acting under the direction of the Tribe and shall be considered to be acting within the scope of their employment and not as employees of City.

12. **Reports.** As soon as practicable after a law enforcement activity occurs under this Agreement, the parties shall exchange available officer reports relating to such activity. Nothing in this Agreement waives, limits, or removes any confidentiality requirements required or authorized by applicable law.

13. **Subpoenas.** The parties agree that all judicial or administrative subpoenas issued at the request of a party hereto and required for law enforcement activities under this Agreement shall be honored. Any out-of-pocket expenses incurred by a party shall be paid by the party responsible for the issuance of the subpoena.

14. **No Compensation.** Neither party is required to compensate the other party for mutual aid services rendered under this Agreement. Each party agrees to use their own resources and equipment in responding to requests for mutual aid, and each

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party shall be responsible for any costs or repairs associated with such resources and equipment.

15. **Termination.** This Agreement may be terminated by either party, without cause, by giving 30 days written notice to the other party.

16. **Entire Contract - Severability.** This Agreement constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by the Washoe Tribe and City. In the event any provision shall be determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the other or remaining provisions.

17. **Previous Agreements.** This Agreement shall have the effect of terminating any and all previous agreements between the parties with respect to the subject matter of this Agreement including, but not limited to, the Tribal Law Enforcement Aid Agreements entered into by the Washoe Tribe, Carson City, and Douglas County on June 1, 2006, and on May 1, 2008.

18. **Construction of Agreement.** This Agreement shall be construed and interpreted according to the laws of the jurisdiction in which the act or omission occurred. The Agreement will be reasonably construed to effectuate the intent of both parties. As both parties have been represented by counsel, no presumptions shall arise from the identity of the drafter.

19. **Notice.** Any notices required under the terms of this Agreement shall be made by either U.S. mail or by hand delivery to the following:

Chairman Washoe Tribe of Nevada and California 919 Hwy 395 South Gardnerville, Nevada 89410	Mayor Carson City 201 North Carson Street Suite 1 Carson City, Nevada 89701

20. **Reservation of Rights.** Nothing in this Agreement shall be read as waiving or limiting any defenses to claims of liability otherwise available to the parties and/ or its respective law enforcement officers. Nothing contained in this Agreement is intended to be nor shall it be construed as a waiver, in whole or in part, of the sovereign immunity of the Washoe Tribe.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Law Enforcement Mutual Aid Services to be executed.

On behalf of the Washoe Tribe of Nevada and California:

Dated this _____ day of _____ ~~2024~~ 2025.

Signed by:

By: 3CD3405DE16243B...
Chairman, Washoe Tribe of Nevada and California

Signed by:

By: Casey Ryan AC28EBEA30DA4A9...
Chief, Washoe Tribe Police Department

DocuSigned by:

Approved as to form: Joseph Nady 6D00CA82EAB2472...
General Counsel, Washoe Tribe of Nevada California

On behalf of the Carson City:

Dated this _____ day of _____, ~~2024~~ 2025.

By: _____
Lori Bagwell, Mayor

By: _____
Ken Furlong, Sheriff

ATTEST: _____
William Scott Hoen, Clerk-Recorder

Approved as to form: _____
District Attorney or his or her Authorized Designee

STANDARD OPERATING PROCEDURES
BETWEEN THE
WASHOE TRIBE POLICE DEPARTMENT
AND THE CARSON CITY SHERIFF'S OFFICE

This Standard Operating Procedures ("SOP") is agreed upon and adopted by the Carson City Sheriff's Office ("CCSO") and the Washoe Tribe Police Department ("WTP"), together as the "parties" regarding activities conducted pursuant to the Intergovernmental Agreement for Law Enforcement Mutual Aid Services (the "Agreement").

WHEREAS, each of the parties provides law enforcement services within their respective jurisdictions; and

WHEREAS, the Washoe Tribe of Nevada and California and the Carson City Board of Supervisors have entered into the Agreement in order to provide for coordination and assistance in the provision of law enforcement services between the jurisdictions; and

WHEREAS, the parties desire to enter into these SOP to establish operational guidelines between the parties for implementation of the Agreement and as an exhibit thereto.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Communications**. All requests for mutual aid assistance will be channeled through CCSO Dispatch or the Douglas County Sheriff Dispatch which currently dispatches for WTP. Any changes to personnel as set forth in the Agreement should be communicated to both the CCSO and the Douglas County Sheriff Dispatch.

2. **First Response**. Neither WTP nor CCSO will be the first to respond on-scene to a request for assistance unless it is an in-progress high-risk incident. Such in-progress high-risk incidents include but are not limited to situations where a person is being severely injured by another (not accidents); a hostage situation or barricaded suspect; on-going domestic violence where a person is being injured; and an active shooter. If the responding agency is first on the scene, their directive is to secure to protect life and property until the requesting agency arrives.

3. **SWAT Team.** If CCSO deploys a Special Weapon and Tactic ("SWAT") team and/or Crisis Negotiation Team ("CNT") to WTP at their request, tactical control of the

situation, including CNT, will be turned over to the SWAT team commander, while overall supervision will remain with WTP.

4. **Duration and Amendments.** These SOP shall remain in full force and effect from the date hereof unless amended in writing by agreement by both parties hereto and the Agreement is terminated or not renewed. Any revisions to this SOP shall be in the form of Amendments attached to the original Agreement.

5. **Severability.** It is believed that nothing in these SOP is in conflict with or contrary to the provisions of the Agreement. If a provision is found to be in conflict, it will not affect the remaining provisions. Any changes must be resolved by amending these SOP.

IN WITNESS WHEREOF, the parties hereto have caused these Standard Operating Procedures between the Washoe Tribal Police and the Carson City Sheriff's Office to be executed.

On behalf of the Washoe Tribe of Nevada and California:

Dated this 2ND day of MAY, 2024.5

By: _____ RYAN LOO
Chief, Washoe Tribe Police Department

Approved as to form: _____
General Counsel, Washoe Tribe of Nevada California

On behalf of the Carson City Sheriff's Office:

By: _____
Ken Furlong, Sheriff
Carson City, Nevada

Approved as to form: _____
District Attorney or his or her Authorized Designee

INTERGOVERNMENTAL AGREEMENT
FOR LAW ENFORCEMENT MUTUAL AID SERVICES
By and Between
WASHOE TRIBE OF NEVADA AND CALIFORNIA
And
CARSON CITY, NEVADA

WHEREAS, the Washoe Tribe of Nevada and California (Washoe Tribe) is a federally recognized Indian tribe organized under Section 16 of the Indian Reorganization Act of 1934 (25 U.S.C.§ 476); and

WHEREAS, Carson City (City) is a political subdivision of the State of Nevada; and

WHEREAS, the Washoe Tribe and the City share common borders; and

WHEREAS, it is in the best interest of the Washoe Tribe, the City, and the residents of each community to mutually share law enforcement aid activities on an as-needed basis; and

WHEREAS, Title 1, Article VI, Section 1 of the Washoe Tribe's Law and Order Code and Nevada Revised Statute Section 277.180(1) provide the Washoe Tribe and the City respectively with the authority to enter into this Agreement; and

WHEREAS, the Washoe Tribe and the City each maintain and operate law enforcement agencies in their respective jurisdictions.

NOW THEREFORE, the Washoe Tribe and the City mutually agree as follows:

1. **Term.** The term of this Agreement shall be from September 1, 2016, to May 31, 2019, and shall automatically renew for successive three year periods thereafter unless and until terminated with the giving of notice as required below.
2. **Purpose.** The purpose of this Agreement is to improve the cooperation, efficiency, and effectiveness of law enforcement; to maintain the law and order and public safety; and to increase the safety of all City and Tribal law enforcement officers who, in the line of duty, require support and backup in the investigation of and enforcement against those who commit crimes. For all of these purposes, the parties desire to make available to each other, upon request only, law enforcement personnel, resources, and facilities as needed. The parties further agree that the officers, employees and agents of one party

may, upon request, assist the other party in prosecution, judicial proceedings, or post-judicial activities related to law enforcement activities authorized by this Agreement.

3. **Voluntary Response**. A party's response to any request for mutual aid under this Agreement is completely voluntary and is left solely to the discretion and judgment of the Chief of Police of the Washoe Tribe or to the Sheriff of the City respectively with no obligation to respond favorably to any request.

4. **Federal Crimes**. The City recognizes that the Federal Bureau of Investigation (FBI) along with the Washoe Tribe have jurisdiction on Tribal lands. In the event the City responds to the Washoe Tribe under this Agreement and discovers a federal crime has occurred, the City will inform the Washoe Tribe who will then have the responsibility to notify the FBI. In the case of federal crimes, the City will only take enforcement action pursuant to this Agreement when necessary to protect life or property in immediate jeopardy, to preserve the crime scene and evidence, or to defend themselves or others.

5. **Liability and Indemnification**. It is not the intention of this Agreement to affect the legal liability of either the Washoe Tribe or the City by imposing any standard of care other than any standard of care that may be imposed by law. Neither party, its officers, agents or employees, by virtue of this Agreement, assumes any responsibility or liability whatsoever for the actions of the other party, its officers, agents, or employees pursuant to this Agreement. Without the prior written consent of the other party, no party shall have any right or authority to assume or create any obligation binding upon the other party in any respect whatsoever or to represent to any person that the party has any such right or authority. Further:

   a) The Washoe Tribe agrees to hold harmless, indemnify, and defend the City from any and all losses, liabilities, claims, or expenses of any nature to the person or property of another caused by the negligent or intentional acts, errors, or omissions of the Washoe Tribe officers, employees, or agents in connection with any activities performed under this Agreement. Nothing in this Agreement interferes with or alters the applicability of the Federal Tort Claims Act.

   b) The City agrees to hold harmless, indemnify, and defend the Washoe Tribe from any and all losses, liabilities, claims, or expenses of any nature to the person or property of another caused by the negligent or intentional acts, errors, or omissions of City officers, employees, or agents in connection with any activities performed under this Agreement. Nothing in this Agreement interferes with or alters the applicability or requirements of Chapter 41 of the Nevada Revised Statutes.

6. **Governing Law.** For any matter that arises out of this Agreement, the following provisions shall apply:

   a) In the event that the Washoe Tribe amends, adds, deletes, or in any way changes subsection 1-20-020(c) of the Washoe Tribal Court Law and Order Code, which excludes Tribal Court jurisdiction for the City's officers acting under this Agreement, or adds or changes any section of the Tribal Code that would affect the terms or intent of this Agreement, then the Washoe Tribe must notify the City within twenty-four (24) hours of that change, and the City may immediately withdraw from this Agreement.

   b) In the event that City or the State of Nevada amends, deletes, or any way changes any ordinance or statute that affects the Washoe Tribe in carrying out the provisions of this Agreement, then the City must notify the Washoe Tribe within twenty-four (24) hours of that change, and the Washoe Tribe may immediately withdraw from this Agreement.

   c) If any party fails to notify the other party of changes as referenced above and an issue or action arises, then it is in the intent of the parties that the Tribal Code, Carson City Municipal Code, and/or the Nevada Revised Statutes that were in place when this Agreement was executed shall control.

7. **Workers' Compensation and Liability Insurance**. Each party shall be responsible for ensuring its officers, employees, and agents have workers' compensation coverage in accordance with applicable laws while this Agreement is in effect. Each party shall be responsible for ensuring its officers, employees, and agents are covered under their general liability insurance policy. Either party may, at any time, request proof of such workers' compensation and liability insurance coverage, which shall promptly be provided.

8. **Third Parties.** Nothing in this Agreement is intended to create nor shall it be interpreted to create or otherwise provide any special duty owed to any particular person or to any third party regardless of where that third party may live or the cause of action of the third party. Further, nothing in this Agreement is intended to create nor shall it be interpreted to create or otherwise provide any interests, rights, or remedies to any third party whatsoever.

9. **Use of Force and Officer-Involved Motor Vehicle Accidents.**

   a) Each party agrees to provide the other party with a copy of its firearm and use of force policies and procedures as well as a copy of its

protocol for motor vehicle accidents. Further, each party agrees to provide an orientation on these materials to the other party.

b) The investigation of any law enforcement officer involved in a shooting, use of force incident, and/or motor vehicle accident while performing mutual aid under this Agreement shall be the primary responsibility of the jurisdiction in which the incident occurred. The investigation shall be conducted according to the policies, procedures, and protocols of the jurisdiction in which the incident occurred.

c) If an on-duty officer from one jurisdiction is involved in a use of force incident or traffic accident in the other jurisdiction, the following procedures shall apply:
   i. The agency employing the involved officer shall provide a minimum of one supervisor or investigator to work with the investigating agency.
   ii. The agency employing the involved officer may interact and assist with the investigating agency, but will not attempt to influence the course or outcome of the investigation.
   iii. Nothing under the terms of this Agreement prohibits the jurisdiction in which the incident occurred from requesting assistance from other agencies, including agencies associated with the federal government.

10. **On the Scene Direction**. The highest ranking law enforcement official on duty or on the scene with jurisdiction over the lands where the incident occurs shall be in charge of the incident, including the on the scene direction of all personnel and equipment provided by the responding party. Regardless of the foregoing, the employer of an officer, employee, or agent, through the employer's supervisory law enforcement officials, shall have the ultimate authority over its officers, employees, and agents, including the authority to order such person back to its jurisdiction.

11. **Scope of Employment**. The City's officer(s) or other personnel acting pursuant to the terms of this Agreement shall be considered to be acting under the direction of the City and shall be considered to be acting within the scope of their employment and not as employees of the Tribe. The Tribe's officer(s) or other personnel acting pursuant to the terms of this Agreement shall be considered to be acting under the direction of the Tribe and shall be considered to be acting within the scope of their employment and not as employees of the City.

12. **Reports**. As soon as practicable after a law enforcement activity occurs under this Agreement, the parties shall exchange available officer reports relating to such activity. Nothing in this Agreement waives, limits, or removes any confidentiality requirements required or authorized by applicable law.

13. **Subpoenas**. The parties agree that all judicial or administrative subpoenas issued at the request of a party hereto and required for law enforcement activities under this Agreement shall be honored. Any out of pocket expenses incurred by a party shall be paid by the party responsible for issuance of the subpoena.

14. **No Compensation**. Neither party is required to compensate the other party for mutual aid services rendered under this Agreement. Each party agrees to use their own resources and equipment in responding to requests for mutual aid, and each party shall be responsible for any costs or repairs associated with such resources and equipment.

15. **Termination.** This Agreement may be terminated by either party, without cause, by giving 30 days written notice to the other party.

16. **Entire Contract - Severability.** This Agreement constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by the Washoe Tribe and the City. In the event any provision shall be determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the other or remaining provisions.

17. **Previous Agreements.** This Agreement shall have the effect of terminating any and all previous agreements between the parties with respect to the subject matter of this Agreement including, but not limited to, the Tribal Law Enforcement Aid Agreements entered into by the Washoe Tribe, Carson City, and Douglas County on June 1, 2006, and on May 1, 2008.

18. **Construction of Agreement**. This Agreement shall be construed and interpreted according to the laws of the jurisdiction in which the act or omission occurred. The Agreement will be reasonably construed to effectuate the intent of both parties. As both parties have been represented by counsel, no presumptions shall arise from the identity of the drafter.

19. **Notice.** Any notices required under the terms of this Agreement shall be made by either U.S. mail or by hand delivery to the following:

Chairman Washoe Tribe of Nevada and California 919 Hwy 395 South Gardnerville, Nevada 89410	Mayor Carson City Board of Supervisors 201 North Carson Street Suite 1 Carson City, Nevada 89701

20. **Reservation of Rights**. Nothing in this Agreement shall be read as waiving or limiting any defenses to claims of liability otherwise available to the

parties and/or its respective law enforcement officers. Nothing contained in this Agreement is intended to be nor shall it be construed as a waiver, in whole or in part, of the sovereign immunity of the Washoe Tribe.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Law Enforcement Mutual Aid Services to be executed.

On Behalf of the Washoe Tribe of Nevada and California:

Dated this 16 day of September, 2016.

By: _____
Chairman, Washoe Tribe of Nevada and California

By: _____
Chief, Washoe Tribe Police Department

Approved as to form: Diane Vitols 9-29-2016
General Counsel, Washoe Tribe of Nevada and California

On Behalf of Carson City:

Dated this 17th day of October, 2016.

By: _____
Robert Crowell, Mayor
Carson City Board of Supervisors

By: _____
Ken Furlong, Sheriff
Carson City, Nevada

ATTEST: _____
Sue Merriwether, Clerk-Recorder
Carson City, Nevada

Approved as to form: _____
Jason D. Woodbury, District Attorney
Carson City, Nevada

STANDARD OPERATING PROCEDURES

BETWEEN THE

WASHOE TRIBE POLICE DEPARTMENT

AND THE

CARSON CITY SHERIFF'S OFFICE

This Standard Operating Procedures (SOP) is agreed upon and adopted by the Carson City Sheriff's Office (CCSO) and the Washoe Tribe Police Department (WTP), together as the "parties" regarding activities conducted pursuant to the Intergovernmental Agreement for Law Enforcement Mutual Aid Services (the Agreement).

WHEREAS, each of the parties provide law enforcement services within their respective jurisdictions; and

WHEREAS, the Washoe Tribe of Nevada and California and the Carson City Board of Supervisors have entered into the Agreement in order to provide for coordination and assistance in the provision of law enforcement services between the jurisdictions; and

WHEREAS, the parties desire to enter into these SOP to establish operational guidelines between the parties for implementation of the Agreement and as an exhibit thereto.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Communications.** All requests for mutual aid assistance will be channeled through CCSO Dispatch or the Douglas County Sheriff Dispatch which currently dispatches for WTP. Any changes to personnel as set forth in the Agreement should be communicated to both CCSO and the Douglas County Sheriff Dispatch.

2. **First Response.** Neither WTP nor CCSO will be the first to respond on-scene to a request for assistance unless it is an in-progress high risk incident. Such in-progress high risk incidents include, but are not limited to: situations where a person is being

Exhibit 1

severely injured by another (not accidents); hostage situation or barricaded suspect; on-going domestic violence where a person is being injured; and an active shooter. If the responding agency is first on scene, their directive is to secure to protect life and property until the requesting agency arrives.

3. **SWAT Team.** If CCSO deploys a Special Weapon and Tactic (SWAT) team and/or Crisis Negotiation Team (CNT) to WTP at their request, tactical control of the situation, including CNT, will be turned over to the SWAT team commander, while overall supervision will remain with WTP.

4. **Duration and Amendments.** These SOP shall remain in full force and effect from the date hereof unless amended in writing by agreement by both parties hereto or the Agreement is terminated or not renewed. Any revisions to this SOP shall be in the form of Amendments attached to the original Agreement.

5. **Severability.** It is believed that nothing in these SOP is in conflict or contrary to the provisions of the Agreement. If a provision is found to be in conflict, it will not affect the remaining provisions. Any changes must be resolved by amending these SOP.

IN WITNESS WHEREOF, the parties hereto have caused these Standard Operating Procedures between the Washoe Tribal Police and the Carson City Sheriff's Office to be executed.

On behalf of the Washoe Tribe Police Department:

Dated this 29th day of September, 2016.

By: D. J. 9/29/16
Chief, Washoe Tribe Police Department

Approved as to form: Duane Nitsch 9-29-2016
General Counsel, Washoe Tribe Police Department

Exhibit 1

On Behalf of Carson City Sheriff's Office:

Dated this 13 day of October, 2016.

By: _____
Ken Furlong, Sheriff
Carson City, Nevada

Approved as to form: _____
Jason D. Woodbury, District Attorney
Carson City, Nevada

Exhibit 1

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Andrew Rasor, Carson City Treasurer

Agenda Title: For Possible Action: Discussion and possible action regarding fines and late fees from unpaid parking violations issued pursuant to Carson City Municipal Code ("CCMC") Chapter 10.24 by the Code Enforcement Division of the Carson City Community Development Department for Fiscal Years ("FY") 2010 to 2024 in the amount of $113,405.00, including a request to waive those fines and late fees. (Andrew Rasor, arasor@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** Consent

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Proposed Motion
I move to waive the parking citation fines and fees for Fiscal Years 2010 to 2024.

Board's Strategic Goal
Efficient Government

Previous Action
February 15, 2024 (Item 16.A) – The Board of Supervisors ("Board") directed the Carson City Treasurer ("Treasurer") to attempt to contract with a debt collector to collect $96,990 in outstanding parking fines and fees for FY 2010 to FY 2021 and to explore other collection options for $14,805 in outstanding parking fines and fees for FY 2022 and FY 2023.

Background/Issues & Analysis
On February 15, 2024, the Board reviewed the original request from the Treasurer to waive $111,795.00 in outstanding parking citation fees and penalties from FY 2010 to FY 2023. During the meeting, the Board directed the Treasurer to contract with a debt collection agency to recover the $96,990 in outstanding parking fees and penalties for FY 2010 to FY 2021. The Board further directed the Treasurer to explore options to collect the remaining $14,805 in outstanding parking fees and penalties owed for FY 2022 and FY 2023 using either a debt collection agency or the Parking Violation Program administered by the Nevada Department of Motor Vehicles ("DMV").

After researching this matter, the Treasurer has identified the only workable solution for debt collection to be the DMV Parking Violation Program; however, the current annual cost of $24,964.00 to purchase the necessary AIMS parking software program to interface with DMV far exceeds the revenue which Carson City generates from parking citations.

The Treasurer is returning this matter to the Board to update the Board based on the direction it provided during its February 15, 2024, meeting and, based on the Treasurer's diligence since that meeting, to request that the Board review and approve waiving the fines and late fees from unpaid

parking citations for the period of FY 2010 to FY 2024, which is $113,405 that the Treasurer has identified as no longer collectible, or too costly or time prohibitive to collect.

Applicable Statute, Code, Policy, Rule or Regulation
CCMC 10.24.310

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Traffic and Transportation Revenue - 2404080-451200 - Parking Fees

Is it currently budgeted? No

Explanation of Fiscal Impact: The receivables $113,405 was not included in the financial statements, as year over year, they are not material to Carson City as a whole, and we have no percentage of potential collection. To book anything as a receivable, it must be a reasonable possibility that we will receive the revenues. There is no percentage established for what is reasonably collectible, and therefore, receivables were not recorded. Parking revenue is only recorded when received. This request will not appear in the Carson City Financial Report as a write-off, but will allow the Treasurer to no longer go after payments, and remove them from his collection efforts.

Alternatives
Do not approve the waiver of the original penalty amounts and late fees for vehicle parking citations or provide alternative direction.

Attachment(s):
Updated Response to BOS re Parking Citations and Use of Collection Agency- 5.21.25.pdf

Motion: _____ 1) _____ Aye/Nay
2) _____ _____
_____
_____
_____
_____

_____
(Vote Recorded By)

May 27, 2025

Carson City Board of Supervisors
201 N. Carson Street, Suite 2
Carson City, Nevada 89701

Re: UPDATE: regarding Request to dismiss $111,795.00 in outstanding parking citations from Fiscal Year ("FY") 2010 through FY 2023 that are no longer collectable

Dear Mayor Bagwell, Supervisor Giomi, Supervisor White, Supervisor Horton and Supervisor Schuette,

On Thursday, 2/15/24, I appeared before you to request your review and consideration to waive $111,795.00 in outstanding parking citation fees and penalties that ran from Fiscal Year (FY) 2010 to FY 2023 as listed under Agenda Item 16.a. In the motion that you approved that day, the Carson City Board of Supervisors directed the Carson City Treasurer's Office (CCTO) to do the following with the $111,795.00 in outstanding parking citation fees and penalties:

- Remove the outstanding parking fees and penalties listed for FY 10 to FY 21, which amount to $96,990.00.
- Contract with a debt collection agency and have a debt collection agency recover the parking fees and penalties listed for FY 10 to FY 21 (which amounts to $96,990.00).
- Explore options to collect the unpaid parking citation fees and penalties from FY 22 to FY 23 (which amounts to $14,805.00) using:
    - a debt collection agency.
    - the Nevada DMV's Parking Violation Program under NRS 484B.527.

As you directed, the CCTO has researched these following two options to collect these and future outstanding parking citation fees and penalties, and after having researched both options, I am reporting to you that both options currently present significant difficulties due to:

- the nature of the delinquent amounts involved and what federal and state laws allow with debt collection in respect to the amounts owed.
- the amount of revenue that Carson City currently collects from the issuance of parking citations.
- the annual subscription cost of the system and interface needed to connect to the Nevada Department of Motor Vehicles.

While both options present difficulties in implementing, the only option that appears to provide the CCTO with a realistic chance of implementation at a future time would be the use of the Nevada Department of Motor Vehicles. However, the use of the Nevada DMV Parking Violation Program would come at a significant annual cost, and would further require Carson City to change the way in which it currently

OFFICE OF THE TREASURER
Consolidated Municipality of Carson City, Nevada
201 North Carson Street, Suite 5 • Carson City, NV 89701
Office: (775) 887-2092 • Fax: (775) 887-2102
Email: treasurer@carson.org

addresses and issues parking citations.[1] In the pages that follow, I have outlined the information that the CCTO has gathered in researching both options so that the Carson City Board of Supervisors can review and determine how it would like for Carson City to proceed, especially given the costs involved.

DEBT COLLECTION AGENCY:

As noted, CCMC 10.24.365 allows Carson City to refer any total debt assigned to a parking citation to a city-designated debt collection agency. Since the Carson City Fire Department currently uses National Business Factors as one of its contracted debt collection vendors, I contacted Nevada Business Factors located in Indian Hills, to learn more about how National Business Factors could assist the CCTO. During a series of telephone calls and email exchanges that took place between Friday, 2/23/24 to Wednesday, 4/17/24, I learned that while National Business Factors would like to work with the CCTO in collecting delinquent parking citations for the City, they are unable to do so because of various changes that have occurred within the debt collection industry within the last few years. As Nevada Business Factors' representative explained, the debt collection industry has undergone many changes during the last few years due to changes taking place nationally as well as laws enacted by the Nevada legislature during recent legislative sessions.

First, Nevada Business Factors advised that the Fair Credit Reporting Act (FCRA) won't allow debt collection agencies such as National Business Factors to report any debt (to a credit reporting agency) for any amount less than $500. Since the standard $15 overtime parking citation in Carson City with all of its combined fees only amounts to $45, which is less than the $500 threshold, Nevada Business Factors advised that it would not be able to report a vehicle's registered owner to a credit reporting agency for a standard $15 parking citation (along with the $30 in added penalties and service charges for a total amount of $45) that went unpaid. Even for those parking citations issued for the illegal parking in a marked handicap spot, the combined penalty amount would only be $290—an amount that does not come close to meeting the $500 threshold. Nevada Business Factors also added that during the 2021 and 2023 Nevada legislative sessions, legislation passed during that time impacted debt collection services such as National Business Factors, and this further makes it difficult for such businesses to collect outstanding debts owed.

Second, Nevada Business Factors explained that even if a vehicle owner had numerous or repeat parking infractions in which the combined amount resulted in more than $500 owed to Carson City, a third-party collection agency such as National Business Factors cannot combine these multiple unpaid parking citations in order to meet the $500 threshold. Nevada Business Factors advised that a licensed collection agency must receive and process each incident or individual parking citation separately, and it cannot combine amounts for credit reporting purposes as a way to meet or exceed the $500 threshold.

Third, in addition to the FCRA, Nevada Business Factors also referenced the Fair Debt Collection Practices Act (FDCPA) which debt collection agencies must follow, and the FDCPA provides guidance on consistent and fair debt collection practices in the United States, and further provides information of the consequences

[1] When referencing the term "parking citation," this letter is referring to those parking citations issued by Carson City's Code Enforcement Division and the Carson City Sheriff's Office which issue a yellow envelope on the cited vehicle.

and fines that debt collection agencies can face for inappropriate debt collection practices. Based on the laws and requirements currently in place for debt collection, Nevada Business Factors explained that the best course of action for the CCTO to collect on unpaid parking citations would be through the use of the Nevada Department of Motor Vehicles Parking Violation Program. Again, while Nevada Business Factors welcomed the opportunity to assist Carson City, given the changes to the debt collection industry and the amounts involved with each individual parking citation, National Business Factors advised me that they cannot provide the necessary service to the CCTO especially since current debt collection law and practice:

- view each parking citation as a stand-alone event.
- would require each parking citation to be for $500 or more in order to process a claim or file a report to a credit agency.
- do not allow for the bundling of multiple and individually issued parking citations into one combined amount of $500 more.

In addition to National Business Factors, I reached out to two other debt collection services: Alliance One, which the Carson City court system uses for debt collections, and Penn Credit. As it relates to Alliance One, I sent two emails—the first email on Friday, 7/19/24 and the second on Thursday, 8/8/24—in which I explained to them that Carson City had $111,795.00 in uncollected fines and penalties for unpaid parking citations from FY 10-23. I further described the types of parking citations, the standard amounts of the parking citations, and the difficulties identified to the CCTO by National Business Factors in collecting the outstanding debts owed for the $111,795.00 in uncollected fines and penalties. To date, I have not received any response from Alliance One and can only assume that the difficulties which National Business Factors explained to me in collecting the uncollected fines and penalties proved similar for Alliance One and that my request for consideration went unanswered.

On Thursday, 8/15/24, I spoke with a representative from Penn Credit, another company that specializes in debt collection to determine if Penn Credit could provide the CCTO with any type of assistance in collecting the $111,795.00 in outstanding parking citation fees and penalties. During the telephone conversation, I explained the details about Carson City's current parking enforcement program; the amounts for fees and penalties; and the amounts of outstanding parking citations and uncollected as described in this letter. I further explained that Carson City was looking at two options to collect delinquent parking citation revenue: use of debt collection agencies (such as Penn Credit) and through vehicle registration liens filed through the Nevada Department of Motor Vehicles. Penn Credit's representative explained that it does parking citation collections for other jurisdictions, and added that some jurisdictions in other states also utilize both debt collection agencies and vehicle registration liens to collect outstanding parking citations.

Penn Credit's representative explained that it could assist Carson City with collecting delinquent parking citation revenue, but advised that he needed to know:

- What would be the percentage fee that Carson City would allow Penn Credit to have to collect unpaid parking citation revenues.

- If Nevada has a statutory limitation for the collection of fees for parking citations.

I explained that while the CCTO collects parking citation revenue, any authority or contracts to authorize percentage fees for the collection of unpaid parking citations would most likely need to come from the Carson City Board of Supervisors. However, I advised that I would look into this matter. On Tuesday, 8/26/24, I had a second telephone conversation with Penn Credit in which we discussed not only the percentage amounts that Carson City would allow Penn Credit to collect, in which I was still waiting for information from the Carson City District Attorney's Office, but further discussed what Carson City Municipal Code (CCMC) would allow Penn Credit to charge to collect any unpaid and delinquent parking citation fees. Penn Credit advised that it didn't want to do anything that would be illegal, and wanted to know what CCMC allows. I advised that a standard $15 parking citation becomes delinquent after 30 days, at which time CCMC 10.24.365 adds a $15 penalty, and after 45 days, CCMC 10.24.365 adds a service charge of $15—resulting in a total amount of $45. However, I explained to Penn Credit's representative that based on my reading of CCMC 10.24.365, I was not sure if Carson City could charge the registered owner of the vehicle any additional fees to collect an unpaid parking citation other than what CCMC has listed. As such, this would be another item for which I needed to have the Carson City District Attorney's Office review in order to provide Penn Credit with information to answer its questions.

The CCTO, with assistance from the Carson City District Attorney's Office, ultimately determined that, under the existing provisions of the CCMC, the most which the CCTO could bill a delinquent vehicle owner for a standard outstanding parking citation would be $45, but NRS 244.3575 would allow the Carson City Board of Supervisors to amend the CCMC to implement a civil penalty for a parking infraction in an amount not to exceed $155. Therefore, the current, maximum penalty for a standard parking citation is $45; however, the CCMC could be amended to increase that penalty to the statutory maximum of $115.

In regards to Penn Credit's question about any percentage amount that Carson City would allow Penn Credit to have (for collecting unpaid parking citations from FY 2010 to current), CCTO, with assistance from the Carson City District Attorney's Office, determined that this would be a matter of contract left to the discretion of Penn Credit and the Board of Supervisors, if the parties decided to pursue a contract.

On Tuesday, 9/10/24, I sent an email to Penn Credit in which I provided:

- a table of the amounts identifying the outstanding parking citations, base citation fees, and the total amounts owed to Carson City in parking citations from FY10- FY21.
- the format and type of parking citation issued by Code Enforcement in Carson City as listed on the yellow envelope.

I further asked Penn Credit about any other type of other information that it would need to pursue collection of unpaid parking citations if the yellow parking citation envelope didn't provide the necessary information. I also asked if Penn Credit could identify what percentage they would consider worth their interest to pursue collection with the following outstanding parking amounts:

- the outstanding parking citations from FY 10-FY21 which amounted to $96,990.
- the outstanding parking citations from FY 22-FY23 which amounted to $14,805.

Since sending this email, I have not received any email or telephone correspondence from Penn Credit. Based on the information that I received from National Business Factors and the unanswered responses from Alliance One and Penn Credit, the current amounts that Carson City charges for both illegal parking and delinquent/non-payment make it difficult for debt collection agencies to collect these fees both cost-effectively and legally.

NEVADA DEPARTMENT OF MOTOR VEHICLES:

During the time in which I was researching the use of a debt collection agency as a means to recover unpaid parking citations, I had also contacted the Nevada Department of Motor Vehicles (DMV) about placing a lien against a vehicle registration in order to collect unpaid parking citations and fees owed to Carson City. Currently, the Nevada DMV has the Parking Violation Program that allows parking enforcement programs in Nevada to submit delinquent parking citations to the Nevada DMV for use as liens against a vehicle's annual DMV registration. This program, which falls under the authority of Nevada Revised Statutes 482.2805 and 484B.527, would allow the CCTO to file a lien against a vehicle's annual registration so that the registered owner must first submit payment to the CCTO for any outstanding parking citations and penalties owed before the Nevada DMV will process that vehicle's annual registration. While this payment enforcement solution does provide Carson City with more leverage in collecting unpaid parking citations and fees, it does come with the following notations:

- Vehicles not registered in Nevada—such as those from neighboring states like California or Utah—aren't subject to this same lien process since Nevada DMV doesn't process out-of-state vehicle registrations.
    - As a note: on Thursday, 7/18/24, I sent email requests to both the California Department of Motor Vehicles and the Utah Department of Motor Vehicles in which I asked both departments if their respective states allow an out-of-state government entity to place a lien against the vehicle registration of a vehicle registered in their states. Similarly, both California and Utah responded that they do not allow Nevada or any other state to file a lien against the vehicle registration for a vehicle registered in their respective states.

- Nevada DMV does charge fees to enter, delete, release, purge, or resolve any parking violation lien filed against a vehicle registration. In addition, the submitting agency such as the CCTO must pay those costs up front to the Nevada DMV, and not the registered owner of the vehicle.

    - Since CCMC 10.24.365(2) does add a $15 service charge to any delinquent parking citation after 45 days, and this $15 service charge will cover the first $15 in fees charged by Nevada DMV. However, should Nevada DMV charge the CCTO any additional fees that go beyond the $15 service fee charged by CCMC 10.24.365, these additional fees technically will come from the penalty amount applied to the late payment of the parking citation. Please see Attachment A.
        - As previously noted, NRS 244.3575 does allow the Carson City Board of Supervisors to implement a civil penalty by ordinance for a parking infraction in an

amount not to exceed $155; however, the Carson City Board of Supervisor would need to amend CCMC to allow for this.

- If a vehicle that has received a parking citation remains unregistered in Nevada after two renewal periods, Nevada DMV will automatically release any parking liens filed against that vehicle's registration as Nevada DMV works under the assumption that the vehicle owner does not intend to renew that vehicle's registration and believes that a continued hold against that specific vehicle registration is no longer valid.

After a series of emails and telephone discussions with the Nevada DMV and the Nevada Department of Public Safety (DPS), I learned that while the CCTO is a government agency that has legal authority to collect parking citation revenue and access criminal justice information, the CCTO is not a law enforcement agency that has an assigned Originating Agency Identifier (ORI) as required by the Federal Bureau of Investigation (FBI) and the Records Compliance and Communications Division of the Nevada Department of Public Safety. Because of this, DPS had to do work on its end for the CCTO to obtain an ORI, which is now active, and once the CCTO obtained this ORI, I had to do the required training necessary for an ORI and CJIS compliance as the CCTO's assigned Terminal Agency Coordinator (TAC). With the CCTO's receipt of an ORI, I had to submit the required application to Nevada DMV to participate in the Parking Violation Program.

While the CCTO is now approved and ready to submit parking liens to the Nevada DMV for those vehicles that have outstanding parking citations in Carson City and have active vehicle registrations in Nevada, a new issue has developed that will prevent the CCTO from participating in Nevada DMV's Parking Violation Program. On Monday, 9/23/24, I received an email from the Nevada DMV Administrative Services Division in which they asked me to confirm if Carson City has the correct software from the third-party vendor named AIMS which Nevada DMV uses to process and upload delinquent parking citation information into the Parking Violation Program. Because Carson City does not utilize any software from AIMS, I scheduled a meeting with AIMS, to see what the AIMS system would involve, especially as it relates to costs and system implementation.

On Monday, 10/7/24, AIMS provided me with a product demonstration of its parking ticket management system. In summary, AIMS is a company that provides government agencies and higher education systems with a parking citation management system that allows:

- A parking enforcement officer to issue a parking citation against a vehicle using an Android or other cellular device that connects to the AIMS system.
- A parking enforcement officer to print a parking citation for placement on the vehicle.
- The upload of vehicle information and photos into the AIMS system.
- Management of vehicle information, parking citations information, payments made, delinquencies.
- Methods for vehicle owners to submit payment.
- Integration of information into Nevada DVM for submission and management of vehicle registration liens under Parking Violation Program.

While the AIMS system provides a very modern and digital way to issue, process, and manage parking citations, to include providing the necessary interface to enter information into the Nevada DMV Parking Violation Program, the annual cost to pay for this service far exceeds the amount of parking revenue that Carson City collects each year for parking citation violations issued by Carson City Code Enforcement. In the proposal that AIMS provided to me, the annual cost to Carson City to utilize AIMS would be $24,964.00. To put this cost into perspective: in looking at the general ledger for Parking Meter Fines for the current fiscal year (FY 25) to FY 19, I noted that the CCTO shows the following amounts in parking citation fees which Carson City has collected during the last seven fiscal years:

FY 25: $5,345
FY 24: $3,710.
FY 23: $9,060.00
FY 22: $10,370.00
FY 21: $8,490.00
FY 20: $13,280.00
FY 19: $14,812.70

Based on the annual service fee of $24,964.00 for Carson City to participate in AIMS, the current volume of parking citations and revenue received do not make this an option at this time. In speaking with AIMS, I explained that Carson City does not have the same parking citation volume as compared to other cities or higher education facilities, and that it would take three or more years for Carson City to collect the amount of money in parking citation feeds just to pay the AIMS annual fee of $24,964.00. I further advised AIMS about the way that Carson City currently issues parking citations—by use of the yellow paper envelope/citation—and explained that Carson City only needs the AIMS interface to enter vehicle registrations into the Nevada DMV's Parking Violation Program. When I asked AIMS if Carson City could only pay for the Nevada DMV interface, they advised that while the package and quote that they provided do allow for some items to be removed, AIMS indicated that the package they provided is a Software as a Service (SaaS) program, and that it involves the use of licenses, applications, portals, data conversion and management, system interfaces, and software support.

In a continued e-mail exchange with me, AIMS clarified that it does not offer the interface to connect with Nevada DMV as a standalone product. As such, AIMS advised that any integration or interface with Nevada DMV requires the full subscription to the AIMS system. Because of this, ***if Carson City wishes to submit or upload any vehicle registration information into the Nevada DMV Parking Violation Program, it will need to enter into a contract with AIMS for the current contract price of $24,964 per year.*** This further means that Carson City as a whole would then have to make use of the AIMS parking citation program and modules and abandon the Carson City Code Enforcement Division's current method of issuing parking citations with the yellow citations/envelopes. This further goes back to previous discussions that the Board of Supervisors has had in purchasing an expensive program or system to manage Carson City's parking citations when the revenues received for parking citations don't justify such an expense.

On Wednesday, 12/18/24, I sent an email to Nevada DMV, and asked if there is any way that the CCTO can submit vehicle registration information to Nevada DMV without using AIMS in order to place liens against

those vehicle registrations which have unpaid parking citations in Carson City. I further advised that unless Carson City makes use of the AIMS system, the CCTO will not be able to work with the Nevada DMV with the Parking Violation Program, and asked the Nevada DMV to confirm this. In the response that I received from the Nevada DMV, they confirmed this by advising: *The AIMS software is what they (CCTO) would use to communicate through the Jlink system over to us (Nevada DMV). The DMV System receives data from the Jlink system. Unfortunately, we (Nevada DMV) do not know or provide any replacement for the AIMS software.* Based on the information that I received from the Nevada DMV, as well as that from AIMS, the CCTO will not be able to participate in the Nevada DMV Parking Violation Program unless it purchases the software and annual license from AIMS, which again carries a current annual cost of $24,964.00.

CONCLUSION:

Based on the information that the CCTO has gathered as requested by the Carson City Board of Supervisors:

- The CCTO is respectfully requesting that the Board of Supervisors approve the City to write off the $96,990 in uncollected parking citations and penalties for FY 10 to FY 21 as:
    - Changes to debt collection practices make it extremely difficult, if not legally impermissible, to collect the amounts and fee structure of the delinquent parking citations issued in Carson City.
        - The only possible remedy to this, and if cost efficient and legally allowable: Carson City will need to provide an established percentage to a debt collection agency to collect any portion of this $96,990. A debt collection agency such as Penn Credit would still have to agree to such an established percentage amount of the uncollected $96,990 in uncollected parking citations and penalties for FY 10 to FY 21.
- The CCTO is also respectfully requesting that the Board of Supervisors further approve the City to write off the outstanding amounts owed for FY 22, FY 23, and FY 24, the total of which—to include base amounts and penalties—is $16,415.00. In Attachment C of this letter, I have provided for your review an updated summary of the fiscal year counts of:
    - Number of outstanding parking citations
    - Outstanding amounts for base citation fees
    - Outstanding amounts for outstanding base citation fees and penalty amounts
- The CCTO cannot participate in the Nevada DMV Parking Violation Program unless Carson City agrees to purchase the annual contracted amount for the AIMS SaaS system.
    - AIMS requires users to use the contracted program, and doesn't allow any standalone portions of the system.
    - The amount of parking citations issued and revenue currently collected by Carson City do not make the current annual price of $24,964.00 cost beneficial or effective.

Based on the current process in place for parking citation issuance, collection, and management, along with the constraints that I have described in my letter to you, please let me know how the Board of Supervisors would like to proceed with this matter.

Sincerely,

Andrew Rasor, Treasurer
Consolidated Municipality of Carson City, Nevada

ATTACHMENT A: Copy of the schedule of fees currently charged to local authorities to file a notice of non-payment (lien) against a vehicle registration with the Nevada DMV.

ATTACHMENT B: AIMS system software quote and summary of proposal submitted by Mr. Ian Ortlieb for Carson City, Nevada. (Annual system fee is $24,964.00.)

ATTACHMENT C: Updated summary chart of Fiscal Year Counts for outstanding parking citations issued, base fees, and combined base and penalty amounts from FY 10 to FY 24. NOTE: this summary chart provides an update of the amounts originally provided to the Board of Supervisors during their meeting on Thursday, 2/15/24 as listed in Agenda Item 16.a.

OFFICE OF THE TREASURER
Consolidated Municipality of Carson City, Nevada
201 North Carson Street, Suite 5 • Carson City, NV 89701
Office: (775) 887-2092 • Fax: (775) 887-2102
Email: treasurer@carson.org

ATTACHMENT A: Copy of the schedule of fees currently charged to local authorities to file a notice of non-payment (lien) against a vehicle registration with the Nevada DMV.

555 Wright Way
Carson City, NV 89711
Reno/Sparks/Carson City (775) 684-4DMV
(4368) Las Vegas Area (702) 486-4DMV (4368)
dmv.nv.gov

NEVADA PARKING VIOLATION PROGRAM APPLICATION

NRS 482.2805 and 484B.527

Pursuant to NRS 484B.527 a local authority may file a notice of nonpayment with the Department of Motor Vehicles (DMV) if a registered owner of a motor vehicle fails to pay any civil penalty or criminal fine or any other charge imposed against the registered owner for parking violations as described in NRS 484B.440 through 484B.523.

The DMV may require a local authority to pay a fee for the creation, maintenance or revision of a DMV record concerning a notice of nonpayment filed with the DMV by the local authority (NRS 482.2805).

Per NAC 482.465, the Department will charge fees for creation, maintenance or revision of records. The Department will bill combined fees on a monthly basis.

Current fee schedule:

Description	Fee
Successful Added: violations sent in by local authority and accepted by DMV.	$5.00
Successful Deleted: the local authority deleted one of their own incorrect records off the file.	$5.00
Successful Released: violation has been resolved. The local authority releases it so the vehicle can be registered.	$5.00
Purged violations: DMV purges records older than 2 years during the monthly run.	$5.00
Released violations: DMV staff released a violation in the PVP system based on a receipt from the local authority.	$5.00
Notice of Non-payment: DMV releases notice of non-payment, at the registered owner's request.	$1.00

For more information please contact:

Department of Motor Vehicles
Administrative Services Division
555 Wright Way
Carson City, NV 89711
(775) 684-4627
asmith@dmv.nv.gov

VP226 (Rev 10/2021) Page 1 of 2

ATTACHMENT B: (page 1 of 2) AIMS system software quote and summary of proposal submitted by Mr. Ian Ortlieb for Carson City, Nevada. (Annual system fee is $24,964.00)

PARKING MANAGEMENT SOLUTIONS
by EDC Corporation

October 10, 2024

Andrew Rasor
Treasurer
Carson City, Nevada
775-283-7434
arasor@carson.org

Hello Andrew,

I have created the following SaaS quotation for Carson City, Nevada, based on my understanding of your needs. The quote includes AIMS Ticket Only, AIMS Web customer portal, and 1 Mobile Ticketer App for enforcement. The Mobile Ticketer App is an Android application. Any Android 7.0 or later device is capable of operating the app. A Zebra ZQ511 Bluetooth thermal printer will be delivered with each Mobile Ticketer app.

Summary of Proposal:

- 3 User License AIMS Parking Management Software Tickets Only
- 1 Mobile Ticketer Enforcement App
- AIMS Web
- 200 Rolls Custom Polythermal Ticket Stock
- Hosting & Backup Services
- Product Support & Maintenance
- Integration with Nevada DMV

Three-year Software as a Service (SaaS) pricing is quoted at $24,964.00 per year inclusive of implementation and training charges. Additional one-year SaaS options are available beginning year 4 with CPI increase over previous SaaS fee. The purchase price of the mobile LPR option is proposed separately. Optional modules and services are also referenced.

Thank you for your time and interest in our products. Please contact me at 800-886-6316 or ian.ortlieb@aimsparking.com with any questions. I have included a few references if you would like to speak with customers.

Sincerely,

Ian Ortlieb

Ian Ortlieb
EDC Corporation

105 Wyoming St., Suite 300
Syracuse, NY 13204
1-800-886-6316
aimsparking.com

ATTACHMENT B: (cont. page 2 of 4) AIMS system software quote and summary of proposal submitted by Mr. Ian Ortlieb for Carson City, Nevada. (Annual system fee is $24,964.00)

PARKING MANAGEMENT SOLUTIONS
by EDC Corporation

REFERENCES

Belinda Garcia
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CSU San Marcos
760-750-7500
bgarcia@csusm.edu

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Director of Parking & Transportation
University of Oregon
541-346-5796
dreesor@uoregon.edu

Carmen Gachupin
Parking & Transportation Director
CalStateLA
323-343-5754
cgachupin@calstatela.edu

Maria Soto
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702-229-6863
smsoto@lasvegasnevada.gov

Cody Wilson
Director of Parking & Trans.
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cody.wilson@wsu.edu

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jpetry@eugene-or.gov

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tom.mcgann@colorado.edu

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mark.zandonella@oregonstate.edu

105 Wyoming St., Suite 300
Syracuse, NY 13204
1-800-886-6316
aimsparking.com

ATTACHMENT B: (cont. 3 of 4) AIMS system software quote and summary of proposal submitted by Mr. Ian Ortlieb for Carson City, Nevada. (Annual system fee is $24,964.00)

PARKING MANAGEMENT SOLUTIONS
by EDC Corporation

Quotation – SaaS Detail	
Qty	**Proposed AIMS components**
3	AIMS Concurrent User License Ticket Module Only[1]
1	AIMS Web Customer Portal
1	AIMS Mobile includes Zebra printer. Customer provides Android devices and cellular providers of their choice
1	Payment API - Bluefin
1	Batch Interfaces - Nevada DMV
1	Email Communications
200	Custom Thermal Poly Tickets - rolls
1	Custom Ticket Artwork
1	Hosting Setup Fee
1	AIMS Implementation: Payment gateway & SSO integration, AIMS configuration
1	Data Conversion
3	On-Site User Training (days)
1	Travel & Lodging
1	Annual AIMS Hosting 3-4 Users

SaaS Option	
SaaS Description	**Annual Fee**
Three-year contract pricing for the above-quoted system with one-year renewal options. Inclusive of hosted EC2 Amazon environment and software support. Renewal terms not to exceed CPI increases over the previous year's SaaS fee beginning year 4.	**$24,964.00**

Additional Products to Consider	
Modules (cost added to annual SaaS)	
AMP Park Pay-by-phone app[2]	$500.00
Special Events	$6,857.00
Boot & Tow	$1,714.00
Carpool	$3,429.00
eTicketing Module	$1,714.00
Services	
EROLS Plate Lookup Service[3]	$500.00
Bill Print & Mailing[4]	$0.40 - $0.60 plus postage/each
Permit Fulfillment Service	Variable
Integrated Card Present P2PE Credit Card Devices[5]	$490/each
Text Notifications[6]	$1,000.00

[1] Includes 3 concurrent licenses for AIMS Ticket Module. Three user minimum. Additional licenses cost $2,047.00 each, added to the annual SaaS fee.
[2] $0.25 per transaction
[3] EROLS plate lookup option - plus $1.25 per returned owner record, except CT which is $1.50 per request. IA, NH, PA, and UT are not available
[4] Standard letter size with return payment envelope. NCOA address updates cost $0.35 each. $500 setup and annual maintenance fee apply.
[5] $20/device/month. $0.10/Transaction
[6] AIMS Texting Option plus per text fee of $0.025. Customers must opt-in to receive text messages from AIMS

105 Wyoming St., Suite 300
Syracuse, NY 13204
1-800-886-6316
aimsparking.com

ATTACHMENT B: (cont. 4 of 4) AIMS system software quote and summary of proposal submitted by Mr. Ian Ortlieb for Carson City, Nevada. (Annual system fee is $24,964.00)

PARKING MANAGEMENT SOLUTIONS
by EDC Corporation

Please feel free to contact me at 800-866-6316 or ian.ortlieb@aimsparking.com with any questions.

Thank you,

Ian Ortlieb

Ian Ortlieb
EDC Corporation

105 Wyoming St., Suite 300
Syracuse, NY 13204
1-800-886-6316
aimsparking.com

ATTACHMENT C: Updated summary chart of Fiscal Year Counts for outstanding parking citations issued, base fees, and combined base and penalty amounts from FY 10 to FY 24. NOTE: this summary chart provides an update of the amounts originally provided to the Board of Supervisors during their meeting on Thursday, 2/15/24 as listed in Agenda Item 16.a.

FISCAL YEAR COUNTS			
Fiscal Year	**Number of Outstanding Parking Citations**	**Outstanding Base Citation Amount** (includes only original parking citation amount; does not include any penalties)	**Outstanding Base Citation and Penalty Amounts** (includes base amount *and* penalty amounts)
FY24	33	$1,040.00	$2,350.00
FY23	151	$2,605.00	$7,475.00
FY22	104	$3,190.00	$6,590.00
FY21	114	$2,495.00	$6,475.00
FY20	160	$3,805.00	$9,335.00
FY19	113	$3,915.00	$7,725.00
FY18	74	$3,615.00	$6,315.00
FY17	103	$3,720.00	$7,410.00
FY16	80	$2,235.00	$4,995.00
FY15	85	$2,655.00	$5,685.00
FY14	134	$6,280.00	$10,970.00
FY13	154	$4,755.00	$9,795.00
FY12	181	$6,650.00	$12,640.00
FY11	162	$4,475.00	$9,805.00
FY10	95	$2,770.00	$5,840.00
TOTAL	**1,743**	**$54,205.00**	**$113,405.00**

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Email: treasurer@carson.org

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Discussion Only: Discussion and presentation by Nevadaworks, an organization that provides assistance to job seekers and employers in the Northern Nevada workforce, on the various services it offers. (Nancy Paulson, npaulson@carson.org)

Agenda Action: Other / Presentation **Time Requested:** 30 Minutes

---

Proposed Motion
Presentation Only

Board's Strategic Goal
Efficient Government

Previous Action

Background/Issues & Analysis
Milt Stewart, Chief Executive Officer of Nevadworks, will give a presentation about the services offered by Nevadaworks.

Applicable Statute, Code, Policy, Rule or Regulation
N/A

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Attachment(s):
Nevadaworks 2025-CCM.pdf

Motion: _____ 1) _____ Aye/Nay
2) _____ _____

_____
_____
_____
_____

_____
(Vote Recorded By)

nevadaworks

Bringing Nevada job seekers and employers together

Nevadaworks believes that a strong workforce is the key to a vibrant and diverse economy.

We are here to help.

Job Seekers' Needs

- More stability
- Better earning potential
- Maximize job success and career pathways

Employers' Needs

- A skilled workforce
- A competitive edge in the marketplace
- Business success

Our Mission

Provide the best workforce solutions fulfilling needs of employers and career seekers.

Our Approach

Implement

a Workforce Development system that meets employer demands for a skilled workforce and increases the employment, retention, and earnings of Nevada's workers

Integrate

Workforce Development programs with private sector needs through economic and community development initiatives

Strengthen

the local economy by creating a world class talent pipeline

Leverage

and integrate resources to expand services and maximize effectiveness

Creation of a World-Class Talent Pipeline

Identify and target Talent Pools

- Individuals with barriers to employment
- Low-income individuals
- Veterans
- Dislocated Workers
- Young adults

Provide Career Development

- Occupational Skills Training
- Work-based learning
- Employability skills
- Case Management Support

Alignment with Industry

- Manufacturing & Logistics
- Information Technology
- Health Care
- Tourism & Gaming

Nevadaworks Structure

Nevadaworks

is the Local Workforce Development Board created through a cooperative agreement among thirteen counites in northern Nevada.

Nevadaworks Board

Establishes the vision for the workforce development system

Board is comprised of two groups:

Nevadaworks Local Elected Officials

- One LEO representative from each county
- Counties have fiduciary responsibility
- Authority to establish funding priorities

Nevadaworks Council

- Members represent business, labor, education, non-profits, economic development, etc.
- Advises the Local Elected Officials

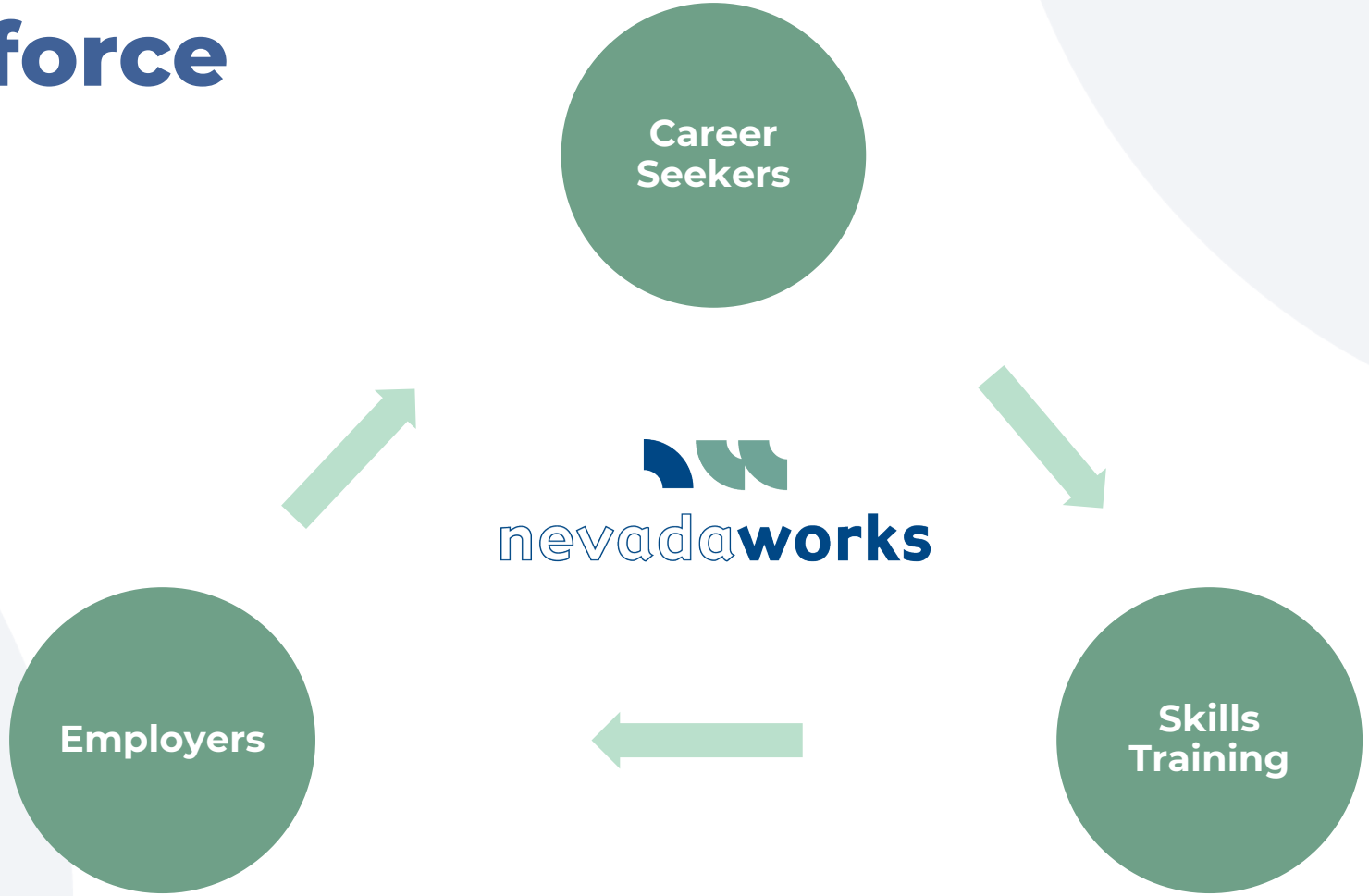
Staff

- Implement the Board's Strategic Vision
- Administration and oversight of funding
- Work with stakeholders to establish an efficient and effective Workforce System

Serving Northern & Central Nevada

- Carson City
- Churchill
- Douglas
- Elko
- Eureka
- Humboldt
- Lander
- Lyon
- Mineral
- Pershing
- Storey
- Washoe
- White Pine

The Hub of Northern Nevada's Workforce Development Ecosystem



EmployNV

BUSINESS HUB

An AmericanJobCenter of Nevada

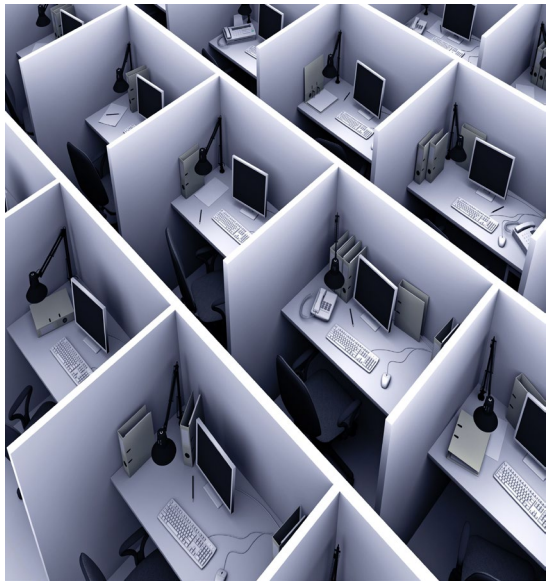
EmployNV

CAREER HUB

An AmericanJobCenter of Nevada

In-Person and Virtual Support for:

- Job and Career Seekers
- Skills Training
- Employers



EmployNV Business/Career Hub Locations

- Carson City
- Elko
- Ely
- Fallon
- Fernley
- Reno
- Winnemucca

Job and Career Seeker Resources

EmployNV

CAREER HUB

An AmericanJobCenter of Nevada

- Career advising
- Help with job and career opportunities
- Skills training
- Paid work experience
- Support during skills training

The Career Hub is a place where jobseekers can come to look for employment opportunities, find training programs to learn new skills or upgrade skills, and access assistance related to building a future career.

EmployNV
CAREER HUB
An American JobCenter of Nevada

The Resource Center

- Computers with Internet Access
- Wi-fi
- Fax Machine
- Copier
- Phones
- Employment and community resource information

EmployNV
CAREER HUB
An AmericanJobCenter of Nevada

Employer Resources

EmployNV

BUSINESS HUB

An AmericanJobCenter of Nevada

- Connect with trained workers
- On-the-Job training
- Apprenticeship opportunities
- Job Postings
- Labor Market Information
- Access to resume database

The EmployNV Business Hub provides a full array of business solutions including...

Recruiting and pre-screening candidates from the largest database in the state,

Coordinating hiring events and job fairs,

Providing Labor Market Information to maintain a competitive edge,

and training and upskilling your current and future staff to advance in your company.

Conference rooms, computer labs, and offices

are available for interviews, orientations, and training classes.

cost
The best part is our services
are no cost to you!

What is WIOA?

- Federal legislation was signed into law in 2014.
- Aims to streamline workforce development and enhance employment opportunities.
- Strengthens connections between job seekers, employers, and training programs.
- Promotes career pathways and industry-driven workforce solutions.
- Encourages collaboration across education, business, and government sectors.

WIOA Key Components

- **Title I**: Workforce Development System Adult, Dislocated Worker, and Youth Programs.
  (*Nevadaworks*)

- **Title II**: Adult Education and Literacy.
  (*Nevada Department of Education*)

- **Title III**: Wagner-Peyser Employment Services.
  (*Department of Employment, Training and Rehabilitation*)

- **Title IV**: Vocational Rehabilitation Services.
  (*Nevada Vocational Rehabilitation*)

Nevadaworks' Role

- Ensure effective local workforce system governance.
- Align strategies to meet regional economic needs.
- Maximize the impact of WIOA funds through shared vision and decision-making.
- Enhance service delivery through coordinated efforts.

Nevadaworks Council Role

- Develop regional workforce strategies.
- Engage with businesses to align workforce supply with industry demands.
- Provide guidance on training and employment programs.
- Increased workforce system efficiency and effectiveness.
- Stronger alignment with local and regional economic priorities.
- Improved employment and training outcomes for job seekers.

Responsibilities of Local Elected Officials (LEOs)

- Appoint Council members to ensure effective governance.
- Provide oversight and accountability for workforce funding.
- Fiduciary responsibility for WIOA funding.
- Support regional workforce development initiatives.
- Foster economic development and job creation.

Performance Outcome Metrics for Partnership Success

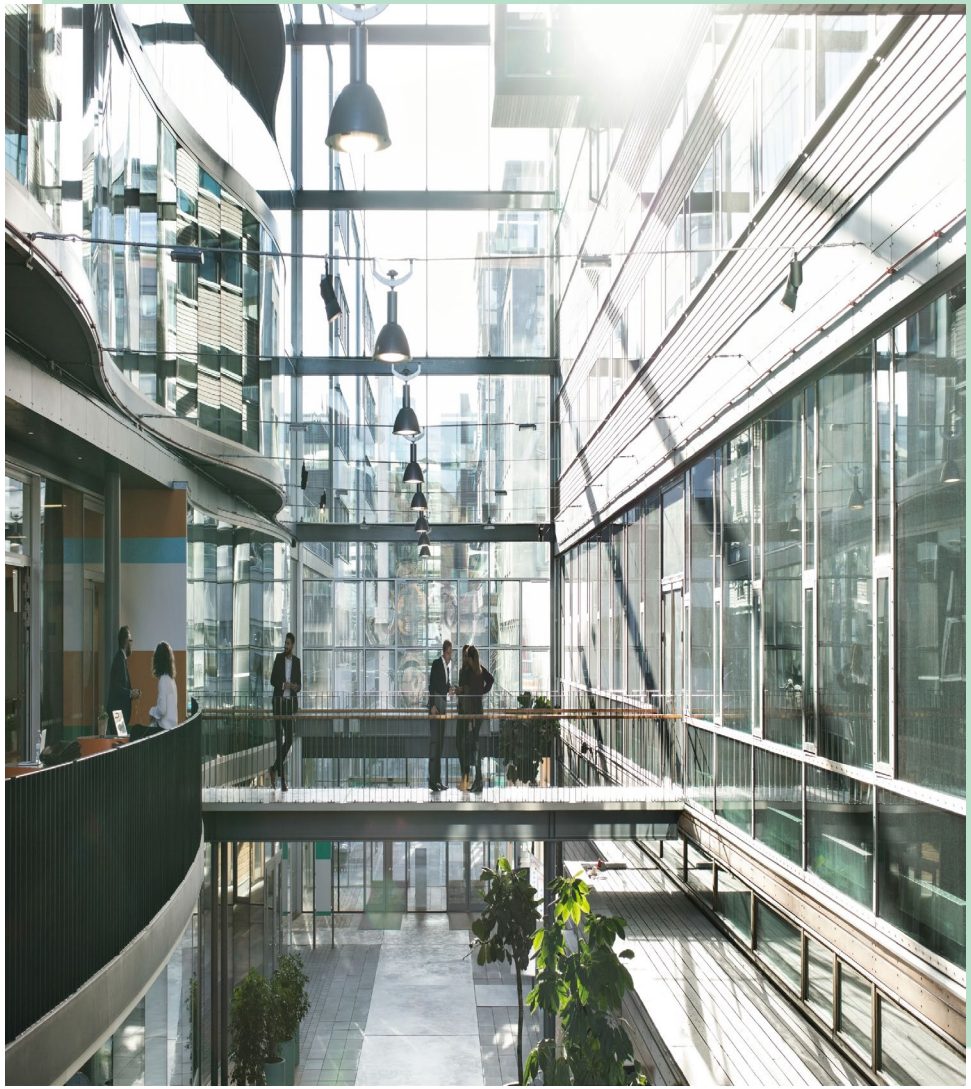
- Employment placement and retention rates.
- Skill attainment and credential completion.
- Effective employer engagement and satisfaction.

WIOA provides a framework for a strong Council-LEO partnership.

Collaboration leads to improved workforce outcomes and regional economic growth.

Commitment to ongoing communication and shared decision-making.

Investing in workforce innovation and future economic resilience.



Nevadaworks' Strategic Planning

- Identification of regional workforce needs based on industry input
- Convene and collaborate with workforce development stakeholders to ensure alignment
- Investing in innovative workforce solutions
- Continuous improvement
- Human Centered Design

nevadaworks

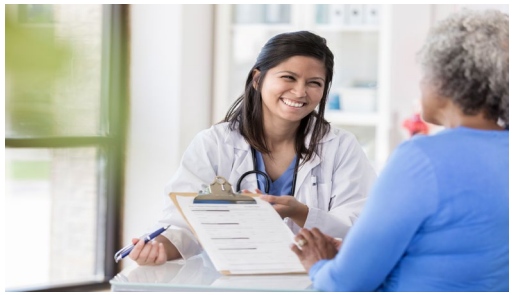
Good Jobs Northern Nevada

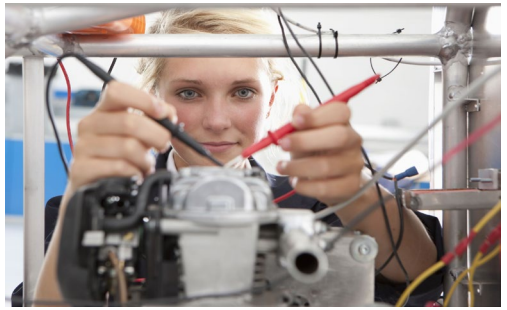
- At least 650 Job Placements:
  - Healthcare
  - Information Technology
  - Logistics
  - Manufacturing

- Creation of Industry Sector Partnerships to inform training needs

Good Jobs Northern Nevada

- Nevadaworks selected from pool of 509 applicants that resulted in 32 awards
- $14.9M to help develop talent pipelines in underserved, rural & tribal communities
- Provide education, training and supports for successful skills acquisition
- Engage employers, labor leaders, local government, public & higher education, and tribal leaders





nevadaworks

Incumbent Worker Training (IWT) Grant

DETR awarded Nevadaworks two separate grants of $1.5million for IWT. This funding is utilized to improve employees' skillsets and to increase the competitiveness of an employer. By subsidizing the costs associated with upskilling the employer's workforce, IWT allows employers to provide their employees with wage increases, promotions and avert layoffs.

- Keeps NV's Workforce Competitive
- Improves Employee Skills
- Improves Retention
- Supports Growing Sectors
- Promotions & Wage Increases

Battery Workforce Initiative

This project focuses on advancing the Lithium Batteries and Electric Vehicle (EV) Materials Loop value chain, strategically aligning activities to complement and leverage the U.S. Economic Development Administration (EDA) Regional Technology and Innovation Hub (Tech Hub) grant award received by the University of Nevada, Reno.

Central to this proposal is the establishment and empowerment of an Industry Sector Partnership aimed at guiding and shaping workforce development initiatives to meet the evolving demands of this critical industry.

Disconnected Youth

One of Nevada's most critical workforce development and community investment opportunities are young adults, ages 16–24, not enrolled in school or working.

Nevadaworks supports this population through the Future Wanted Career Launch Program with the Reno Bike Project to provide services and training resources to prepare individuals for work and connect them with employers.

Nevada Tech Hub

Nevadaworks is a partner of the University of Nevada, Reno's Nevada Tech Hub project to support workforce development efforts for the lithium battery and electrification supply chain.

Working with community colleges, state agencies, industry, and labor unions, Nevadaworks engages with employers to understand their needs, helping to expand educational opportunities, provide wraparound support services, and promote STEM career pathways.

Nevadaworks also assists with recruitment strategies to ensure broad participation that includes Nevada's indigenous communities.

High Sierra Area Health Education Center

Nevadaworks, in partnership with High Sierra Area Health Education Center (AHEC) and DETR, is addressing critical healthcare workforce shortages in northern and rural communities.

This initiative enhances workforce development through targeted training, recruitment, and tuition reimbursement programs to attract and retain healthcare professionals.

By expanding workforce pipelines and supporting long-term sustainability, the project improves access to quality care while driving economic growth.

Up Next Nevada Workforce

The Up Next Nevada Workforce Initiative is a partnership between Nevadaworks, the Nevada Alliance of Boys & Girls Clubs, and DETR to strengthen Nevada's youth development workforce.

This initiative provides young people with quality job experiences in childcare and afterschool programs, equipping them with essential skills, mentorship, and career pathways for long-term success across all the Boys and Girls Clubs in Nevada.

Quality Jobs, Equity, Strategy and Training

The goal of Quality Jobs, Equity, Strategy and Training (QUEST) is to enable individuals adversely affected by the COVID-19 pandemic to enter, return to, or advance in high-quality jobs in infrastructure, hospitality, logistics, and the healthcare sectors.

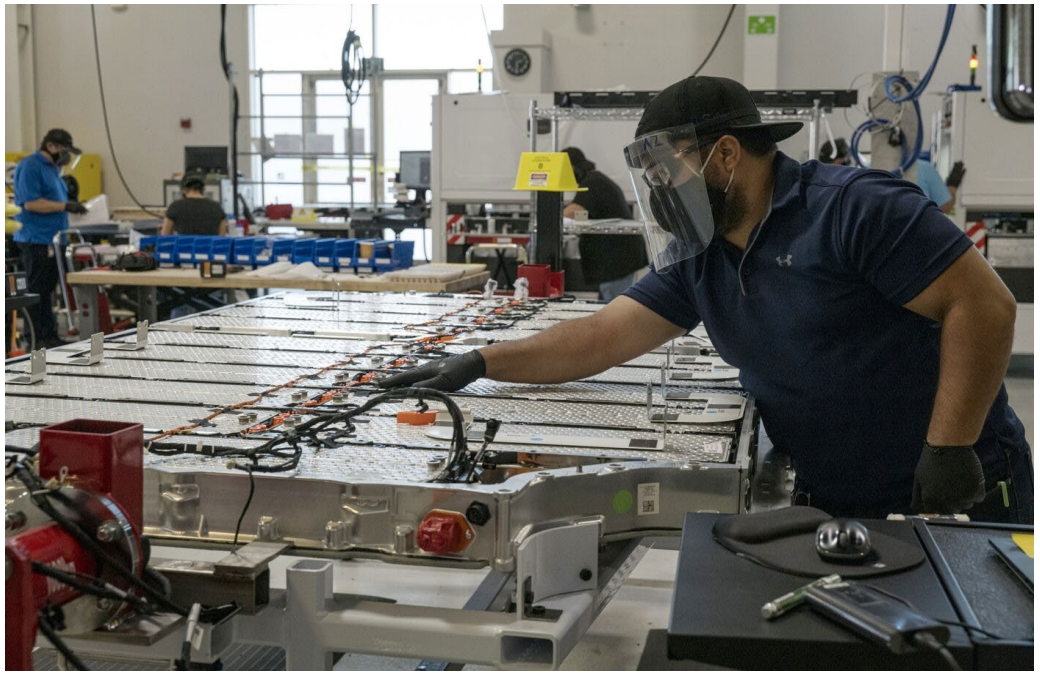
Those severely impacted include people of color, immigrants, people with disabilities, individuals who were formerly incarcerated, women, and lower-wage workers.

Project Clean Energy Jobs Academy

Project CEJA (Clean Energy Jobs Academy) is a partnership between Nevadaworks and the Office of Workforce Innovation (OWINN) through a U.S. Department of Labor's Building Pathways to Infrastructure Jobs grant program.

This project develops and implements a regional worker-centered sector strategy program around Nevada's clean energy economy (of which lithium-ion battery production is critical).

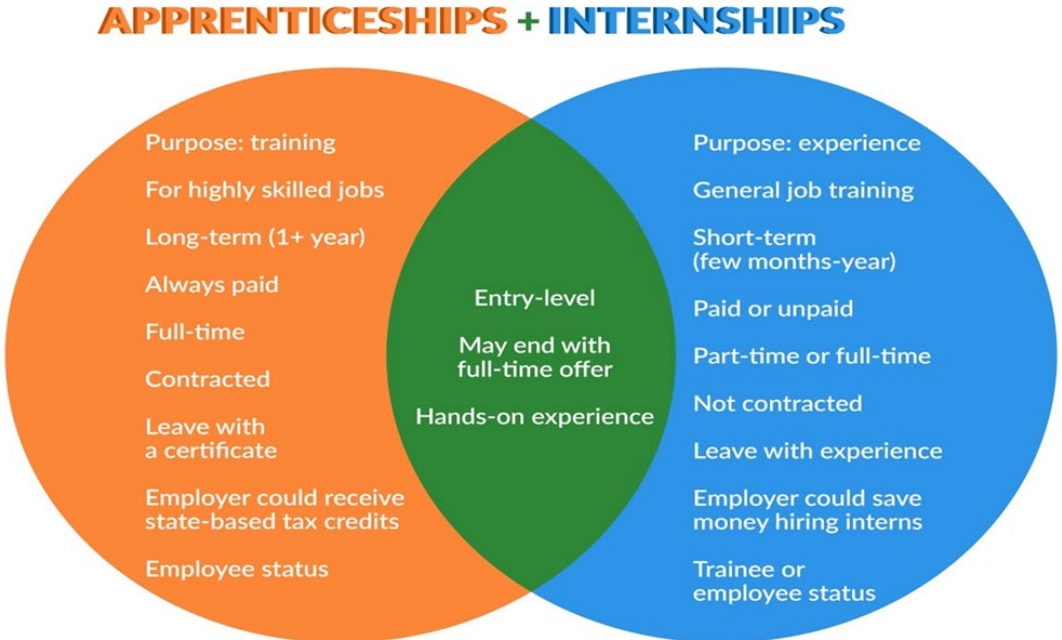
This initiative bridges the Nevada Tech Hub and our Industry Sector Partnership initiatives to create a cohesive approach to developing the workforce needs in the lithium loop in Northern Nevada.



Nevada Apprenticeship Initiative
A “Learn and Earn” Model

Apprenticeship Readiness:

(often called pre-apprenticeships) are programs designed to prepare individuals to enter and succeed in an Apprenticeship program.



How to Work With Us

Nevadaworks Office

9390 Gateway Dr, Suite 105

Reno, NV 89521

775.337.8600

www.nevadaworks.com

nevadaworks

Questions?

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action on a report concerning the 83rd (2025) Session of the Nevada Legislature, including updates on the status of any legislation that may impact Carson City. (Cameron Gresh, cgresh@carson.org and Nancy Paulson, npaulson@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** 10 Minutes

---

Proposed Motion
Depends on discussion.

Board's Strategic Goal
Efficient Government

Previous Action
May 15, 2025 (Item 15a) - The Board voted to support AB66 and directed staff to provide testimony at the bill's hearing on May 16.

April 3, 2025 (Item 14b) - The Board of Supervisors ("Board") voted to support SB402 and support AB133 with amendments.

March 6, 2025 (Item 11a) - The Board voted to oppose the following bill: SB71.

January 16, 2025 (Item 17a) -The Board voted to endorse the following bills: AB14, AB51, SB51, SB65, and SB73.

Background/Issues & Analysis
The Nevada Legislature has concluded its 83rd (2025) Regular Session. Staff will provide an update and status report on legislation from the Session that potentially impacts Carson City. The City has maintained a list of legislation that the City has identified in advance and which may be discussed during this agenda item. A copy of the list has been posted and may be obtained at the following Internet website: https://www.carson.org/legislature.

Applicable Statute, Code, Policy, Rule or Regulation
Resolution No. 2020-R-23; Schmidt v. Washoe County, 123 Nev. 128 (2007)

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

<u>Alternatives</u>
N/A

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Sandra Doughty, Public Guardian

Agenda Title: For Discussion Only: Discussion and presentation of a regular report by the Carson City Public Guardian as an update on the Public Guardian's Office, including caseload, case demographics and a description of the services provided and associated challenges. (Sandra Doughty, sdoughty@carson.org)

Agenda Action: Other / Presentation **Time Requested:** 15 minutes

---

Proposed Motion
N/A

Board's Strategic Goal
Quality of Life

Previous Action
N/A

Background/Issues & Analysis
Regular reporting by the Public Guardian to the Board of Supervisors was recommended by Carson City's Internal Auditors in May 2017.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 253.150

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Attachment(s):
Carson City Public Guardian 2025 (1).pdf

Motion: _____ 1) _____ Aye/Nay

2) _____ _____

_____

_____

_____

_____

_____

_____
(Vote Recorded By)

CARSON CITY PUBLIC GUARDIANS OFFICE

2025 BOARD OF SUPERVISORS REPORT

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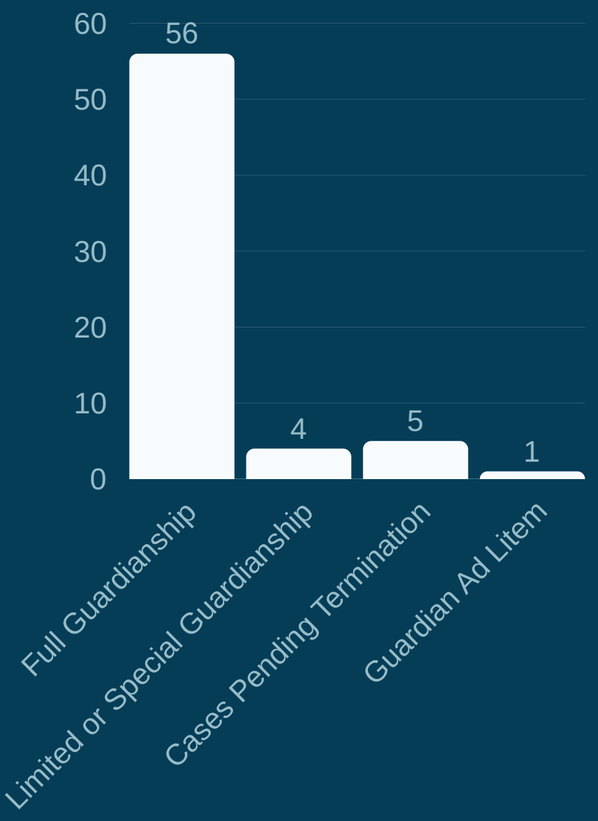
TO PROTECT THE WELL BEING OF VULNERABLE INDIVDUALS BY MEETING CLIENT NEEDS TO MAINTAIN AN OPTIMUM QUALITY OF LIFE AND CARE

MISSION STATEMENT

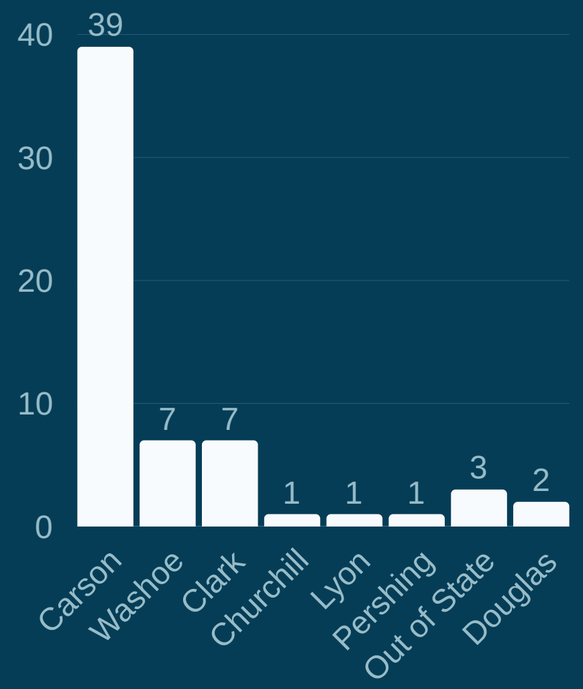
Direct Services

- Serve as court-appointed guardian
- Respond to the emergent needs for all protected persons
- Evaluate the financial and physical needs of clients to make eligibility determinations and coordinate available community resources and professional care, including medical, placement, legal needs and daily living skills
- Secure and maintain government and other benefits on behalf of the protected person as appropriate, including Medicaid, Medicare, Social Security, Veterans Administration and individual pension benefits
- Visit protected persons in their setting
- Maintain accurate records of case management and financial services rendered
- Communicate regularly with service providers
- Interact with the Courts and all entities involved in the legal process
- Model and apply best practices in guardianship

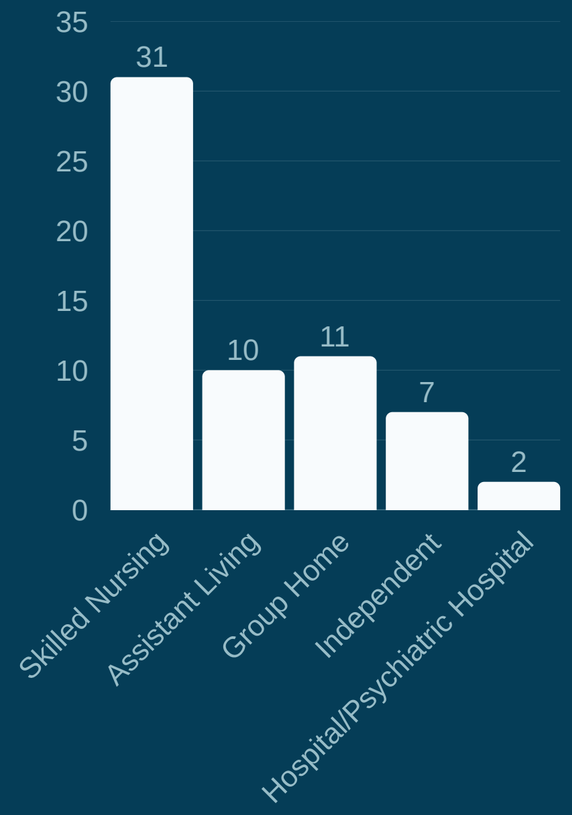


Types of Guardianships

*1 Petition to Appoint Not Included



Service Areas



Living Arrangements

Case Demographics

Service Delivery Issues

Banking and Finance	Banks refusing to provide access despite court orders	Prolonged timeframes to access protected persons financial accounts to bring assets under Public Guardian control	Joint bank accounts held by a protected person and perpetrators of financial exploitation resulting In continued exploitation without recourse	Lack of representative payee services In Northern Nevada that can serve to assist protected persons who only require support with finances
Medical Care & Placement	Limited number of facilities across all levels of care that are contracted with Nevada Medicaid	Lack of mental health services across all levels including inpatient, outpatient, or community based	Medical treatment and discharge without Guardian consent	Statewide and national staffing shortages
CCPG	According to the National Study of Public Guardianship (2007), Public guardianship programs should be staffed at a specific staff-to-client ratio. The recommended ratio is 1:20	CCPG's increased caseload hinders the ability to meet the recommended monthly visits with protected persons	Petitions that lack critical medical and historical information can result in a plenary guardianship rather than a less restrictive limited/special guardianship	Staffing shortages and chronic turn-over within partnering entities creates gaps and barriers in service delivery

Best Practices

The National Guardianship Association has adopted Standards of Practice for Guardians to help guide them in their work.

The list of comprehensive standards can be viewed on the NGA's website.

Carson City Public Guardian

ADDRESS

201 North Carson St. Suite 1
Carson City, NV 89701

PHONE

775-887-2295

FAX

775-887-2585

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Hope Sullivan, Community Development Director

Agenda Title: For Possible Action: Discussion and possible action regarding a consideration of complaints, protests and objections, if any, relating to a proposed modification of the plan for the Downtown Neighborhood Improvement District ("DNID") under NRS 271.297 to have Carson City administer the DNID and provide for maintenance of the improvements specified in the plan for the DNID. (Hope Sullivan, hsullivan@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** 10 Minutes

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Proposed Motion
[If a complaint, protest or objection warrants a change to the modification to the plan]:
I move to direct staff to _____.

otherwise

I move to adopt Resolution No. 2025-R-____.

Board's Strategic Goal
Economic Development

Previous Action
June 15, 2023 (Item 18C) - The Board of Supervisors ("Board") adopted Ordinance 2023-7, amending the ordinance establishing the DNID and repealing Ordinance No. 2016-1.

October 20, 2016 (Item 23A) - The Board adopted Resolution No. 2016-R-26 approving and authorizing the Mayor to sign the Cooperative Agreement for Public Improvement Maintenance and Administrative Services ("Agreement") with the Carson City Downtown Neighborhood Improvement District, a Nevada domestic non-profit corporation ("Association").

January 7, 2016 (Item 19A) - The Board adopted Ordinance 2016-1 establishing the DNID.

Background/Issues & Analysis
The Board established the DNID in January 2016 to assess property owners to help pay for the ongoing maintenance of the Downtown Streetscape Enhancement Project improvements. On October 20, 2016, the Board authorized the Mayor to sign the Agreement with Association to manage the DNID. On April 30, 2025, the President of the Association's Board submitted a letter stating that the Association did not

intend to renew the Agreement and requested to transfer the maintenance responsibilities for the DNID to the City.

Ordinance No. 2023-7, Section IV, Paragraph 2 states that "The City must continue to contract with the nonprofit association that initiated the original DNID …." Paragraph 3 of that same section states "If the nonprofit association that initiated the original DNID ceases to exist or otherwise ceases to administer the DNID … the City may administer the DNID itself or contract with another nonprofit association, at the City's discretion."

The City staff is not aware of another nonprofit association that might be interested in and capable of administering the DNID. Therefore, as it is currently done with the South Carson Street Neighborhood Improvement District, the staff recommends that Carson City administer the DNID.

The change of administrator of the DNID is considered, per NRS 271.297, to be a modification to the plan for the DNID, which requires providing notice and holding a hearing on the proposed modification. Therefore, all property owners within the DNID have been notified of the proposed modification and advised the Board will hear all complaints, protests and objections made in writing or verbally at the June 5, 2025 meeting.

No other changes to the plan are proposed.

After hearing and considering all complaints, protests and objections to the DNID plan modification, the Board must, by resolution, dispense with all complaints, protests and objections; confirm, correct, revise or set aside the proposed assessment; and/or confirm, correct or revise the plan modification.

Applicable Statute, Code, Policy, Rule or Regulation
NRS Chapter 271; Ordinance No. 2023-7

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: NID Contractual Services 7809883-411100

Is it currently budgeted? Yes

Explanation of Fiscal Impact: NID Assessments of $53,586 will be posted to 7809883-4111000 and the City will pay its portion of downtown maintenance costs from Redevelopment in the amount of $42,296 which will be budgeted for FY 2026. Consistent with Ordinance No. 2023-7, if the City administers the DNID, an administration fee of 10 percent of the actual expenditures must be paid to the City. The budget incorporates the administration fee.

NOTE: If the City administers the DNID, it will need to be changed to a Special Revenue Fund. Currently, with the association running the fund, it was operated as a Custodial Fund, and the City was given direction on what to assess and what expenses to pay. Now that the City will control the funds, this activity will be required to be changed to a Special Revenue Fund, under Governmental Accounting Standards Board (GASB). Therefore, if approved, Finance will bring this change to a future board meeting.

Alternatives

Modify the resolution based on the complaints, protests and objections that are made, if any, and direct staff to modify the plan accordingly and/or provide alternative direction to staff.

Attachment(s):
DNID_plan_modification_resolution.pdf

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

RESOLUTION NO. 2025-R-__

A RESOLUTION DISPENSING WITH COMPLAINTS, PROTESTS AND OBJECTIONS TO THE MODIFICATION TO THE DOWNTOWN NEIGHBORHOOD IMPROVEMENT DISTRICT PLAN (DNID).

WHEREAS, the Board of Supervisors reviewed a proposed modification to the DNID plan to have Carson City administer the DNID and provide for the maintenance of improvements in accordance with NRS Chapter 271 during a public meeting on June 5, 2025; and

WHEREAS, notice was sent by first class mail on May 16, 2025, to all property owners within the boundary of the DNID advising that the Board of Supervisors will hear any complaint, protest or objection to the modification of the plan at its meeting of June 5, 2025; and

WHEREAS, the Board of Supervisors considered complaints, protests and objections at its meeting of June 5, 2025, in accordance with the provisions of Chapter 271 of NRS; and

WHEREAS, no complaint, protest or objection was submitted.

NOW, THEREFORE, the Board of Supervisors hereby resolves that:

No complaints, protests or objections to the modification to the DNID plan were received at the public meeting on June 5, 2025, and all complaints, protests and objections to the plan modification are hereby dispensed with.

ADOPTED this _____ day of _____ 2025.

AYES: Supervisors _____

_____

_____

_____

_____

NAYES: Supervisors _____

ABSENT: Supervisors _____

_____
LORI BAGWELL, Mayor

ATTEST:

_____
WILLIAM SCOTT HOEN, Clerk-Recorder

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Hope Sullivan, Community Development Director

Agenda Title: For Possible Action: Discussion and possible action to introduce, on first reading, an ordinance modifying the plan of the Downtown Neighborhood Improvement District ("DNID") to designate Carson City as the administer. (Hope Sullivan, hsullivan@carson.org)

Agenda Action: Ordinance - First Reading **Time Requested:** 10 Minutes

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Proposed Motion
I move to introduce, on first reading, Bill No. _____.

Board's Strategic Goal
Economic Development

Previous Action
June 15, 2023 (Item 18C) - The Board of Supervisors ("Board") adopted Ordinance 2023-7, amending the ordinance establishing the DNID and repealing Ordinance No. 2016-1.

October 20, 2016 (Item 23A) - The Board adopted Resolution No. 2016-R-26 approving and authorizing the Mayor to sign the Cooperative Agreement for Public Improvement Maintenance and Administrative Services ("Agreement") with the Carson City Downtown Neighborhood Improvement District, a Nevada domestic non-profit corporation ("Association").

January 7, 2016 (Item 19A) - The Board adopted Ordinance 2016-1 establishing the DNID.

Background/Issues & Analysis
The Board established the DNID in January 2016 to assess property owners to help pay for the ongoing maintenance of the Downtown Streetscape Enhancement Project improvements. On October 20, 2016, the Board authorized the Mayor to sign the Agreement with the Association to manage the DNID. On April 30, 2025, the President of the Association submitted a letter stating that the Association did not intend to renew the Agreement and requested to transfer the maintenance responsibilities for the DNID to the City.

Ordinance No. 2023-7, Section IV, Paragraph 2 states that "The City must continue to contract with the nonprofit association that initiated the original DNID …." Paragraph 3 of that same section states "If the nonprofit association that initiated the original DNID ceases to exist or otherwise ceases to administer the DNID … the City may administer the DNID itself or contract with another nonprofit association, at the City's discretion."

The City staff is not aware of another nonprofit association that might be interested in and capable of administering the DNID. Therefore, as it is currently done with the South Carson Street Neighborhood Improvement District, the staff recommends that Carson City administer the DNID.

The change of administrator of the DNID is considered, per NRS 271.297, to be a modification to the plan for the DNID, which the Board must enact by ordinance after providing notice and holding a hearing. Therefore, on May 16, 2025, all property owners within the DNID were notified by first-class mail that at the meeting of June 5, 2025, the Board will consider the resignation of the Association as well as modifying the plan for the DNID by designating Carson City as the administrator.

No other changes to the plan are proposed.

A business impact statement was not required to be prepared with this ordinance because an ordinance that is prepared and adopted under NRS chapter 271 is exempted.

Applicable Statute, Code, Policy, Rule or Regulation
NRS Chapter 271; Ordinance No. 2023-7

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: DNID Contractual Services 7809883-411100

Is it currently budgeted? Yes

Explanation of Fiscal Impact: DNID Assessments of $53,586 will be posted to 7809883-4111000 and the City will pay its portion of downtown maintenance costs from Redevelopment in the amount of $42,296 which will be budgeted for FY 2026. Consistent with Ordinance No. 2023-7, if the City administers the DNID, an administration fee of 10 percent of the actual expenditures must be paid to the City. The budget incorporates the administration fee.

NOTE: If the City administers the DNID, it will need to be changed to a Special Revenue Fund. Currently, with the association running the fund, it was operated as a Custodial Fund, and the City was given direction on what to assess and what expenses to pay. Now that the City will control the funds, this activity will be required to be changed to a Special Revenue Fund, under Governmental Accounting Standards Board (GASB). Therefore, if approved, Finance will bring this change to a future board meeting.

Alternatives
Do not introduce the ordinance, modify the ordinance and/or provide alternative direction to the staff.

Attachment(s):
Plan Modification Ordinance - DNID clean.pdf

Letter from DNID Board (4.30.2025).pdf

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____

_____

_____

_____

(Vote Recorded By)

Summary: An ordinance modifying the plan of the Downtown Neighborhood Improvement District to designate Carson City as the administrator.

BILL NO. _____

ORDINANCE NO. 2025 - _____

AN ORDINANCE RELATING TO IMPROVEMENT DISTRICTS; ACCEPTING THE RESIGNATION OF THE NONPROFIT ASSOCIATION ADMINISTERING THE DOWNTOWN NEIGHBORHOOD IMPROVEMENT DISTRICT; MODIFYING THE PLAN FOR THE DOWNTOWN NEIGHBORHOOD IMPROVEMENT DISTRICT BY DESIGNATING CARSON CITY AS ADMINISTRATOR; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

The Board of Supervisors of Carson City does ordain:

SECTION I:

1. The Downtown Neighborhood Improvement District ("DNID") was created pursuant to Chapter 271 of the Nevada Revised Statutes ("NRS") by the Carson City Board of Supervisors ("Board") on January 7, 2016, through Ordinance No. 2016-1, which was amended and replaced in its entirety by Ordinance No. 2023-7.

2. On October 20, 2016, Carson City and Carson City Downtown Neighborhood Improvement District, a Nevada domestic nonprofit corporation ("Association") entered into a cooperative agreement for public improvement maintenance and administrative services of the DNID ("Agreement"). The term of the Agreement was one year, which renewed automatically each year, unless a written notice of intent not to renew was provided. The Agreement was approved and adopted by the Board by Resolution No. 2016-R-26.

3. On April 30, 2025, the Association provided Carson City formal notice of its intent to not renew the Agreement for Fiscal Year 2025-2026 and committed to cooperating with Carson City to transition maintenance responsibilities to Carson City.

4. Section IV of Ordinance No. 2023-7 provides that if the Association ceases to administer the DNID as provided in the Agreement, Carson City may administer the DNID itself or contract with another nonprofit association, at Carson City's discretion.

5. NRS 271.197 provides that, on "the written request of the association, the [Board] may modify the plan . . . by ordinance after providing notice and holding a hearing on the proposed modification. The notice required by NRS 271.380 has been duly given regarding the

Association's nonrenewal of the contract and its request to transfer the maintenance responsibilities for the DNID to Carson City. A hearing in accordance with NRS 271.385 has been duly held regarding the nonrenewal and transfer the maintenance responsibilities for the DNID to Carson City.

6. The Board accepts the Association's notice of nonrenewal of the Agreement. The Board further accepts the transfer of maintenance responsibilities from the Association and modifies the plan for the DNID to designate Carson City as the administrator of the DNID in order to ensure consistent, quality maintenance of the property subject to the DNID, as specified in the maintenance plan, to benefit Carson City and the DNID.

PROPOSED on _____, 2025.

PROPOSED by _____.

PASSED _____, 2025.

VOTE:

AYES: _____
_____
_____
_____
_____

NAYS: _____
_____

ABSENT: _____
_____

_____
LORI BAGWELL, Mayor

ATTEST:

_____
WILLIAM SCOTT HOEN, Clerk-Recorder

This ordinance shall be in force and effect from and after the 1st day of the month of July of the year 2025.

Downtown Neighborhood Improvement District (DNID)
c/o John P. Rutledge Law Center
320 N. Carson Street
Carson City, NV 89701

April 30th, 2025

City Manager's Office
201 N. Carson Street
Carson City, NV 89701

RE: **Notice of Non-Renewal of Cooperative Agreement for Public Improvement Maintenance and Administrative Services**

To Whom It May Concern,

On behalf of the Downtown Neighborhood Improvement District (DNID) Board, this letter serves as formal notice that the DNID does not intend to renew the **Cooperative Agreement for Public Improvement Maintenance and Administrative Services** between the DNID and Carson City, originally executed in 2016.

Pursuant to the "Term" clause of the agreement, which states that the agreement shall be renewed automatically each year unless either party provides written notice at least 30 days prior to the annual termination date, this notice fulfills that requirement and confirms the DNID's intent **not to renew the agreement for the upcoming fiscal year 2025–2026**.

This decision was made after considerable deliberation by the DNID Board. It reflects the Board's belief that the current structure no longer supports the district's ability to effectively carry out its mission, particularly given ongoing budgetary disagreements and the unanticipated cost burdens imposed by the inclusion of the Curry Street project.

The DNID Board is committed to cooperating with the City to ensure a smooth and responsible transition of maintenance responsibilities back to the City by the end of the current fiscal year.

Please consider this notice effective as of the date written above. Should you require any further documentation or wish to coordinate next steps, we welcome continued dialogue.

Sincerely,

Garrett Lepire
President, Downtown Neighborhood Improvement District

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Hope Sullivan, Community Development Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed resolution ratifying the City Engineer's Fiscal Year ("FY") 2026 amended assessment roll for the South Carson Neighborhood Improvement District ("SCNID"), confirming the SCNID amended assessment roll, dispensing with complaints, protests and objections to the assessment roll, determining that no deferments for hardships are warranted, and authorizing Carson City staff to give notice of the assessment and take any other necessary actions to effectuate the assessment. (Hope Sullivan, hsullivan@carson.org)

Agenda Action: Resolution **Time Requested:** 5 Minutes

Proposed Motion
I move to adopt Resolution 2025-R-____.

Board's Strategic Goal
Economic Development

Previous Action
May 15, 2025 (Item 14A) - The Board of Supervisors ("Board") considered (1) a report from the City Engineer estimating the FY 2026 SCNID amended assessment roll and identifying the cost to be paid by the SCNID for the maintenance of the South Carson Street Complete Streets Project; (2) hardship determinations (there were no requests); and (3) complaints, protests and objections to the assessment (there were none).

June 6, 2024 (Item 25C) - The Board adopted Resolution No. 2024-R-11, ratifying the City Engineer's FY 2025 SCNID amended assessment roll and confirming the SCNID amended assessment.

May 16, 2024 (Item 17C) - The Board considered a report from the City Engineer estimating the FY 2025 SCNID amended assessment roll and identifying the cost to be paid by the SCNID for the maintenance of the SCNID.

June 15, 2023 (Item 18B, 18D) - The Board adopted Ordinance 2023-8, amending the ordinance establishing the SCNID; as well as considered complaints, protests and objections and dispensed of complaints, protests and objections regarding the FY 2024 SCNID assessment. The Board adopted Bill No. 109 levying the SCNID FY 2024 assessment.

June 17, 2021 (Item 27E) - The Board adopted Ordinance 2021-08, creating the SCNID.

March 4, 2021 (Item 19A) - The Board provided direction to the staff regarding the area to be included within the SCNID and the methodology for assessing properties.

March 19, 2020 (Item 14C) - The Board discussed the process to implement the SCNID to assess the property owners in FY 2021. The Board did not implement the SCNID for FY 2021 because the project was not complete and directed staff to bring back the item in 2021 for implementation of the SCNID in FY 2022.

February 20, 2014 (Item 22C) - The Board enacted a one-eighth percent sales tax to help fund improvements to the City's primary commercial corridors, including the South Carson Street project. The approved Plan of Expenditure for the sales tax included a provision that an assessment district would be formed as part of each corridor project to contribute funding annually to the City to provide for routine maintenance required for the corridors including, for example, cleaning sidewalks, maintaining landscaping and servicing trash receptables.

Background/Issues & Analysis

The Board of Supervisors established the SCNID in June 2021, through Ordinance No. 2021-8, to assess property owners to help pay for the ongoing maintenance costs, exceeding the maintenance costs already borne by Carson City, for those pedestrian, non-motorized and landscaping improvements constructed within the public right-of-way within the SCNID boundary as part of the South Carson Street Complete Streets Project. In June 2023, Ordinance No. 2023-8 replaced Ordinance 2021-8 in its entirety.

NRS Chapter 271 provides the annual procedures for implementing the SCNID assessment and amending the SCNID assessment roll. This item includes the required actions to consider the annual assessment roll and implement the annual assessment to properties within the SCNID. The second step in the process is for the Board to adopt a resolution to amend the SCNID assessment roll and implement the assessment.

Notification of the SCNID annual assessment amendment was sent out to each property owner within the SCNID by first-class mail on April 25, 2025. Additionally, the proposed amended assessment rolls were filed with the clerk on April 24, 2025.

The SCNID annual maintenance costs for FY 2026 are proposed to be $168,364, the City's FY 2026 contribution is proposed to be $26,383, and the property owner's assessment for FY 2025 is proposed to be $97,471 after reducing the assessment based on $44,510 from right-of-way license fees. The assessment is distributed among the property owners within the SCNID consistent with Ordinance No. 2023-8.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 271; Ordinance No. 2023-8; Carson City Hardship Determination Policy and Procedures

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: SCNID Fund Special Assessments 2370083-415100.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: SCNID total revenue $168,364 for FY 2026 is broken down as follows: The assessment of $97,471 is collected with the property tax bill. $26,383 is paid by the City and will be transferred from Street Maintenance and General fund to the SCNID. $44,510 in South Carson Street license fees which reduced the annual assessments, are collected in the Regional Transportation Fund and transferred to the SCNID annually.

Alternatives
Do not adopt the resolution.

Attachment(s):
SCNID_Resolution_wAttachment_05.27.2025.pdf

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

RESOLUTION NO. 2025-R-__

A RESOLUTION RATIFYING THE CITY ENGINEER'S FISCAL YEAR ("FY") 2026 AMENDED ASSESSMENT ROLL FOR THE SOUTH CARSON NEIGHBORHOOD IMPROVEMENT DISTRICT ("SCNID"); CONFIRMING THE SCNID AMENDED ASSESSMENT ROLL, DISPENSING WITH COMPLAINTS, PROTESTS AND OBJECTIONS TO THE ASSESSMENT AND AMENDED ASSESSMENT ROLL, FINDING NO HARDSHIP DEFERRALS ARE WARRANTED, AND AUTHORIZING CARSON CITY STAFF TO GIVE NOTICE OF THE ASSESSMENT AND TAKE ANY OTHER NECESSARY ACTIONS TO EFFECTUATE THE ASSESSMENT.

WHEREAS, the Carson City Board of Supervisors adopted Ordinance No. 2021-8 pursuant to NRS Chapter 271 establishing the SCNID on June 17, 2021, to help pay for the ongoing maintenance of the project known as the South Carson Street Complete Streets Project, and amended that ordinance through Ordinance No. 2023-8;

WHEREAS, the Board of Supervisors is required to amend the assessment rolls each year for a neighborhood improvement district setting forth the estimate of expenditures and the assessment due for the year;

WHEREAS, the City Engineer is required to prepare an amendment to the assessment roll assessing an amount not greater than the estimated cost of expenditures against the benefited property and to present it to the Board of Supervisors at a meeting prior to adopting the amended assessment roll;

WHEREAS, the Board of Supervisors conducted a public meeting on May 15, 2025 to review a report from the City Engineer estimating the FY 2026 SCNID amended assessment roll and identifying the cost to be paid by the SCNID for the maintenance of the South Carson Street Complete Streets Project in accordance with NRS Chapter 271; and

WHEREAS, the Board of Supervisors considered hardship determinations and complaints, protests and objections at its meeting of May 15, 2025, in accordance with the provisions of Chapter 271 of NRS; and

WHEREAS, no one submitted a hardship request and no one submitted a complaint, protest or objection to the assessment or the amended assessment roll.

NOW, THEREFORE, the Carson City Board of Supervisors hereby resolves that:

1. Pursuant to NRS 271.307, the City Engineer's amended assessment roll for FY 2026 for the SCNID is hereby ratified. The assessment roll contains, among other things:

(a) The name and address of each last-known owner of each lot, tract or parcel of land to be assessed; or if not known, that the name of the owner is "unknown"; and

(b) A description of each lot, tract or parcel of land to be assessed, and the amount of the proposed assessment thereon, apportioned upon the basis of assessment heretofore determined by Ordinance Nos. 2021-8 and 2023-8.

2. The ratified amended assessment roll for the SCNID for FY 2026 is hereby confirmed and levied on the property owners in the SCNID. The aggregate assessment to be paid by the property owners in the SCNID in FY 2026 is a total of $93,337, to be divided among the property owners assessed as provided by the City Engineer's certified amended assessment roll dated April 1, 2025 (Exhibit A hereto).

3. No complaints, protests or objections to the assessments or the amended assessment roll were received at the public hearing for such matters on May 15, 2025, and all complaints, protests and objections to the assessment or the amended assessment roll are hereby dispensed with.

4. No applications for a hardship determination were received by the date of the public hearing for such matters on May 15, 2025, and the Board of Supervisors hereby determines that no deferments for hardships are warranted.

5. The amended assessment roll ratified herein shall be furnished to the Carson City Treasurer and the Carson City Clerk-Recorder, including the City Engineer's certificate in the form provided in NRS 271.375, for recording by the Office of the Clerk-Recorder.

6. City staff is hereby authorized and directed to provide notice of the assessment to the owner of each tract being assessed and take all other action necessary or appropriate to effectuate the provisions of this resolution. The notice must set forth the date on which the assessment is due and instructions for paying the assessment.

ADOPTED this _____ day of _____ 2025.

AYES: Supervisors _____

_____

_____

_____

_____

NAYES: Supervisors _____

ABSENT: Supervisors _____

_____
LORI BAGWELL, Mayor

ATTEST:

_____
WILLIAM SCOTT HOEN, Clerk-Recorder

EXHIBIT A

South Carson Neighborhood Improvement District
FY 2026
City Engineer's Assessment Roll

State of Nevada }
}
County of Carson City }

To the Board of Supervisors of Carson City, Nevada:

I hereby certify and report that the foregoing is the assessment roll and assessments made by me for the purpose of paying that part of the cost which you decided should be paid and borne by special assessment for the South Carson Neighborhood Improvement District for the maintenance of the South Carson Complete Streets Project; that in making such assessments, I have, as near as may be, and according to my best judgement, conformed in all things to the provisions of Chapter 271 of NRS.

Darren Anderson, PE
City Engineer

Dated at Carson City, Nevada, **April 1** , 2025.

SCNID Base Assessment =	$168,364
Existing City Cost to Maintain South Carson Street Corridor =	($26,383)
Estimated Annual South Carson License Fee Revenue =	($44,510)
Annual Assessment Cost to SCNID =	**$97,471**

Assessor Parcel Number*	Legal Owner	Physical Address	Parcel Area (Square Feet)	Frontage Length (Linear Feet)	Total Assessment Cost
306301	GENOA FLATS LLC	1010 S CARSON ST	34,674	204	$583
306304	NEWMAN CONSTRUCTION LTD	1300 S CARSON ST	12,197	72	$206
306305	LOFTIN & LOFTIN LLC	1356 S CARSON ST	20,473	122	$347
306306	CARSON PETROLEUM INC	1360 S CARSON ST	20,038	130	$363
306307	CDX2 LLC	1400 S CARSON ST	15,682	99	$278
306308	CARSON VALLEY OIL COMPANY, INC	1462 S CARSON ST	33,106	214	$598
306310	EASTERN SIERRA PROPERTIES LLC	111 W 10TH ST	11,326	68	$193
306311	VAULTED LLC	1100 S CARSON ST	16,553	99	$282
306312	1122 SOUTH CARSON LLC	1122 S CARSON ST	16,117	99	$280
306320	DBB HOLDINGS INC	1218 S CARSON ST	15,681	95	$269
306315	STATE OF NEVADA DIV OF ST LANDS	S CARSON ST	49,484	649	$1,602
306321	DBB HOLDINGS INC	1250 S CARSON ST	33,105	196	$559
306319	1280 S CARSON LLC	UNTITLED	19,123	113	$322
308201	900 CARSON LLC	845 S CURRY ST	14,375	0	$60
308202	900 CARSON LLC	800 S CARSON ST	14,375	170	$425
308203	900 CARSON LLC	S CARSON ST	10,019	66	$184
308204	900 CARSON LLC	900 S CARSON ST	28,750	169	$483
309203	CUBIX CORPORATION	600 S CARSON ST	74,488	440	$1,256
309204	CUBIX CORPORATION	720 S CARSON ST	18,731	210	$529
309205	CUBIX CORPORATION	107 W 7TH ST	15,682	0	$65
330201	STATE OF NEVADA DEPT OF TRAN	2180 S CARSON ST	443,876	0	$1,843
330202	STATE OF NEVADA DIV OF ST LANDS	S CARSON ST	100,188	1	$418
330305	NEVADA RURAL HOUSING AUTHORITY	2100 CALIFORNIA ST	317,552	1	$1,320
330401	STATE OF NEVADA DIV OF ST LANDS	2361 S CARSON ST	509,216	0	$2,114
330402	STATE OF NEVADA DIV OF ST LANDS	UNTITLED	64,033	1	$268
401101	CARRINGTON COMPANY	1313 S CARSON ST	514,879	977	$4,239
401102	CARRINGTON COMPANY	1457 S CARSON ST	22,651	203	$531
401103	STEWART LLC, SER OF CARRINGTON	1108 S STEWART ST	15,682	0	$65
401104	CARRINGTON COMPANY INC	1105 S CARSON ST	15,246	92	$261
401207	CCPD PROPERTIES LLC	230 FAIRVIEW DR	18,295	0	$76
401226	SCP 2006-C23-092 LLC	220 FAIRVIEW DR	63,162	272	$847
401227	LOWE'S HIW, INC	430 FAIRVIEW DR	499,198	0	$2,072
401229	JAMES J STEVENSON, A CORP	250 FAIRVIEW DR	63,031	0	$262
401231	RLS 2021 TRUST	222 FAIRVIEW DR	67,954	443	$1,235
401232	CARSON OUTPARCEL LLC	236 FAIRVIEW DR	35,719	0	$148
405107	CARSON CITY PLAZA LLC	801 S CARSON ST - BLDG 1	75,359	186	$713

Assessor Parcel Number*	Legal Owner	Physical Address	Parcel Area (Square Feet)	Frontage Length (Linear Feet)	Total Assessment Cost
405509	M&E, LLC	1055 S CARSON ST	27,443	0	$114
405512	NH REALTY LLC	1001 S CARSON ST	45,302	261	$750
405513	LAKE71 LLC	907 S CARSON ST	28,750	170	$485
406101	VISION INVESTMENTS GROUP, INC	501 S CARSON ST	5,663	69	$172
406102	CUBIX CORPORATION	515 S CARSON ST	17,424	104	$296
406104	VISION INVESTMENTS GROUP, INC	E 5TH ST	5,663	0	$24
406601	SLAUGHTER, SUZANNE E FAM TRUST	603 S CARSON ST	5,663	66	$165
406602	MAPLE TREE TOWNHOMES LLC	651 S CARSON ST	8,712	103	$258
406604	MONEY PIT PARTNERSHIP	111 E 5TH ST	16,988	19	$111
406701	DRUDGE FAMILY TRUST 5/18/17	701 S CARSON ST	8,276	70	$185
406702	GAVIN FAMILY TRUST 10/19/16	177 E 7TH ST	3,485	0	$14
406703	TIMBERS LAND LLC	714 S PLAZA ST	2,614	0	$11
406704	TIMBERS LAND LLC	716 S PLAZA ST	4,008	0	$17
406705	TIMBERS LAND LLC	E 8TH ST	1,307	0	$5
406706	711 BUILDING GROUP LLC	711 S CARSON ST	8,276	102	$254
905110	CAMPAGNI PROPERTIES LP	2590 S CARSON ST	255,262	480	$2,092
905118	FIRST INTERSTATE BANK OF NEVADA	2424 S CARSON ST #110	79,584	203	$767
905119	CAMPAGNI PROPERTIES LTD PARTNER	2443 S CURRY ST	43,037	0	$179
905121	D&P REAL ESTATE GROUP LLC	2680 S CARSON ST	55,565	103	$452
905207	MAC DONALD FAMILY 1998 TRUST	2292 S CARSON ST	114,998	152	$804
905209	RNE CAPITAL LLC	2250 S CARSON ST	127,631	163	$880
905210	LT PILGRIM REV TR 8/4/15	2350 S CARSON ST	7,841	0	$33
905211	COFFEE ROAD INVESTMENT LLC	2310 S CARSON ST #1	9,148	0	$38
905212	COMMON GROUND CARSON	2310 S CARSON ST #4	7,405	0	$31
905215	PENG & WILLIAM LLC	2330 S CARSON ST	5,663	0	$24
905217	LIBERTY EQUITIES LLC	2300 S CARSON ST	6,970	0	$29
905219	CARSON QUAIL PARK MAINT ASSOC	2312 S CARSON ST	160,736	0	$667
905220	SUNRISE LLC	2310 S CARSON ST #5	3,049	0	$13
905221	BLUE HORIZONS LLC	2310 S CARSON ST #6	2,614	0	$11
905222	SUMMIT INVESTMENT HOLDINGS LLC	2310 S CARSON ST #7	3,485	0	$14
905223	2340 CARSON DIALYSIS LLC	2340 S CARSON ST	4,356	0	$18
905224	2350 CARSON LLC	2350 S CARSON ST #3	3,572	0	$15
905225	BECKER FAM TR & DANKERS, J & G	2350 S CARSON ST #2A	4,356	0	$18
905226	CARSON QUAIL PARK MAINT ASSOC	2298 S CARSON ST	32,496	472	$1,150
905227	LIBERTY EQUITIES LLC	2320 S CARSON ST	7,884	0	$33
905228	DOGGIE DAYS INVESTMENTS LLC	2405 CURRY ST	37,405	0	$155
905229	SGCJ HALEN FAM TRUST 6/19/2002	2321 CURRY ST	41,639	0	$173
911108	MDALE LLC	3212 S CARSON ST	13,068	112	$295
911126	SFP-B LIMITED PARTNERSHIP	3020 S CARSON ST	94,525	253	$937
911128	CAPITOL CARWASH LLC	3390 S CARSON ST	66,647	311	$946
911129	DONNAN SANDOVAL, LLC	3300 S CARSON ST	54,014	215	$687
911131	MORELAND, DOROTHY REV TRUST	3460 S CARSON ST	36,155	198	$576

Assessor Parcel Number*	Legal Owner	Physical Address	Parcel Area (Square Feet)	Frontage Length (Linear Feet)	Total Assessment Cost
911134	EDWARD & SONG LLC	3130 S CARSON ST	68,825	197	$709
911141	THEO PROPERTIES LLC	2800 S CARSON ST	152,896	448	$1,598
911142	THEO PROPERTIES LLC	2910 S CARSON ST	180,774	328	$1,456
911137	SLR BUILDING INC	3270 S CARSON ST	49,266	147	$521
911139	CARSON CITY NISSAN RE, LLC	2750 S CARSON ST	58,804	158	$584
911140	MARTINDALE INVESTMENTS 2 LLC	3244 S CARSON ST	173,369	296	$1,356
911201	STIVER LLC	3479 S CARSON ST	34,848	129	$422
911202	HALLE PROPERTIES LLC	3449 S CARSON ST	63,598	208	$711
911206	ARCATA HOSPITAL CORP	3301 S CARSON ST	39,204	47	$264
911207	3251 S CARSON STREET LLC	3251 S CARSON ST	153,331	200	$1,067
911208	TUMBLEWEEDS 4 KIDS INC	3201 S CARSON ST	96,703	130	$681
911209	A & A MANAGEMENT LLC	3179 S CARSON ST	121,532	247	$1,036
911210	APARTMENTS 801 LLC	3129 S CARSON ST	30,056	100	$340
911211	KASSELS, ANDREW S	3101 S CARSON ST	20,909	70	$237
911217	ARCATA HOSPITAL CORPORATION	3331 S CARSON ST	78,844	97	$536
911222	INGRAM CLARK PROPERTIES LLC	3355 S CARSON ST	30,492	101	$344
911223	MARRON FAMILY TRUST 5/9/2002	3349 S CARSON ST	114,127	73	$631
911225	NORTHERN NEVADA COMSTOCK INV	2811 S CARSON ST	42,689	146	$491
911227	YEAGER FAMILY TRUST 8/26/96	187 SONOMA ST	44,562	0	$185
911231	HITTENMILLER-DEAN TRUST	3389 S CARSON ST	29,621	100	$338
911232	OTRE INVESTMENTS LLC & ET AL	2901 S CARSON ST	30,056	122	$387
911233	CARSON DODGE-CHRYSLER, INC	2929 S CARSON ST	210,830	373	$1,678
911245	AMC LAND & CATTLE LLC	3059 S CARSON ST	170,320	249	$1,243
911246	SHIVJI HOSPITALITY LLC	2829 S CARSON ST	46,086	146	$505
911247	SANDHU, JAGROOP SINGH & ET AL	SONOMA ST	44,562	0	$185
911301	BEST VALUE MOTEL LLC	2731 S CARSON ST	52,708	100	$434
911302	CARSON CITY HOTEL GROUP LLC	2749 S CARSON ST	73,616	250	$843
911303	MC MILLAN LAND COMPANY	2777 S CARSON ST	21,780	98	$301
911304	YEAGER FAMILY TRUST 8/26/96	172 SONOMA ST	43,560	0	$181
912202	NAPOLEON-LOTT LAND LLC	3555 S CARSON ST	84,942	321	$1,043
912204	NAPOLEON-LOTT LAND LLC	3659 S CARSON ST	93,218	314	$1,062
912302	PIM EAGLE STATION LLC	3665 S CARSON ST	28,750	154	$451
912303	PIM EAGLE STATION LLC	3675 S CARSON ST	265,019	0	$1,100
912310	KOHL'S ILLINOIS INC	3871 S CARSON ST	229,561	28	$1,013
912311	PIM EAGLE STATION LLC	3667 S CARSON ST	37,462	196	$577
912312	PIM EAGLE STATION LLC	3815 S CARSON ST	25,265	146	$419
912314	PIM EAGLE STATION LLC	3849 S CARSON ST	27,007	220	$585
912315	PIM EAGLE STATION LLC	3883 S CARSON ST	25,265	195	$524
912502	MC DONALD'S CORPORATION	3905 S CARSON ST	40,075	223	$646
912508	ZB N A DBA NEVADA STATE BANK	4267 S CARSON ST	36,590	194	$569
912510	EDEN MANAGEMENTS	3947 S CARSON ST	42,689	238	$689
912514	PENNEY PROPERTY SUB HOLDINGS LLC	3939 S CARSON ST	256,568	0	$1,065

Assessor Parcel Number*	Legal Owner	Physical Address	Parcel Area (Square Feet)	Frontage Length (Linear Feet)	Total Assessment Cost
912518	CARSON CITY PROPERTY LLC	3921 S CARSON ST	58,806	0	$244
912519	CARSON CITY PROPERTY LLC	4201 S CARSON ST	86,684	0	$360
912520	CARSON CITY PROPERTY LLC	EAGLE STATION LN	78,408	0	$325
912522	CARSON SOUTHGATE LLC	4219 S CARSON ST	210,395	0	$873
912523	CARSON SOUTHGATE LLC	4277 S CARSON ST	36,939	0	$153
912524	CARSON SOUTHGATE LLC	4209 S CARSON ST	274,428	69	$1,288
912525	OLIVE INVESTORS LLC	4253 S CARSON ST	38,333	203	$596
915207	CAMPAGNI PROPERTIES LTD	3550 S CARSON ST	87,120	274	$951
915210	CAMPAGNI PROPERTIES LTD PARTNER	S CURRY ST / KOONTZ LN	40,075	0	$166
915211	CAMPAGNI PROPERTIES LTD PARTNER	3660 S CARSON ST	110,642	292	$1,087
915305	CARSON GAMING LLC	3910 S CARSON ST	44,867	149	$507
915306	JJ SUMMERS LLC	4050 S CARSON ST	44,431	157	$522
915307	WENDPAC NEVADA LLC	4140 S CARSON ST	40,511	152	$495
915308	GOEL VENTURES LIMITED	4190 S CARSON ST	48,352	185	$599
915309	SUMMERS FAMILY LLC	288 W CLEARVIEW	45,302	0	$188
915310	SUMMERS FAMILY LLC	S CURRY ST	45,302	0	$188
915311	SUMMERS FAMILY LLC	S CURRY ST	45,302	0	$188
915312	SUMMERS FAMILY LLC	S CURRY ST	45,302	0	$188
915317	CARSON GAMING LLC	3800 S CARSON ST	324,958	657	$2,762
915318	CARSON GAMING HOTELS LLC	3870 S CARSON ST	79,933	296	$969
915319	THEO PROPERTIES LLC	3700 S CARSON ST	369,824	626	$2,882
916106	AVITIA, AVEL	4389 S CARSON ST	24,829	87	$290
916115	RED HUT SHOPPING CENTERS LLC	4385 S CARSON ST	14,810	131	$343
916117	DBB HOLDINGS INC	151 CLEARVIEW DR	40,511	0	$168
916118	RED HUT SHOPPING CENTERS LLC	CLEARVIEW DR	3,441	33	$85
916119	DBB HOLDINGS INC	CLEARVIEW DR	3,528	0	$15
916120	DBB HOLDINGS INC		39,204	0	$163
916310	JODA LIMITED PARTNERSHIP	4501 S CARSON ST	45,302	0	$188
916311	JODA LIMITED PARTNERSHIP		19,602	0	$81
916315	JODA LIMITED PARTNERSHIP	4455 S CARSON ST	158,123	302	$1,306
916706	4600 SNYDER LLC	4555 S CARSON ST	25,700	195	$526
916707	4600 SNYDER LLC	4600 SNYDER AVE	161,608	333	$1,387
919111	C.W. CLARK, INC		34,848	0	$145
919114	HARRIS HOMES INC	4729 S CARSON ST	171,191	338	$1,438
919120	C.W. CLARK, INC	4769 S CARSON ST	7,405	163	$381
926207	CLEARVIEW LLC	4326 S CARSON ST	31,363	0	$130
926208	SIMEON PROPERTIES LLC	4348 S CARSON ST	190,793	339	$1,521
926209	CLEARVIEW LLC	4222 S CARSON ST	35,327	262	$710
926605	BWI PROPERTIES LLC	4530 S CARSON ST #1	21,083	0	$88
926606	MASSMUTUAL ASSET FINANCE LLC	4500 S CARSON ST	7,841	0	$33
926607	BWI PROPERTIES LLC	4560 S CARSON ST #1	5,706	0	$24
926608	CARSON TAHOE QUAIL CENTER		112,515	598	$1,753

Assessor Parcel Number*	Legal Owner	Physical Address	Parcel Area (Square Feet)	Frontage Length (Linear Feet)	Total Assessment Cost
926609	BWI PROPERTIES LLC	4620 S CARSON ST #1	6,621	0	$27
926610	BWI PROPERTIES LLC	4640 S CARSON ST	34,761	0	$144
926802	KR-CARSON & APPION LLC	211 W APPION WAY	17,860	66	$216
928207	JAMO NURSERY INC	4751 COCHISE ST	52,717	166	$576
928208	BEACH STREET INN LLC	4849 COCHISE ST	22,658	135	$384
928209	BEACH STREET INN LLC	4881 COCHISE ST	30,821	240	$645
928401	HARRAH'S LAKE TAHOE LLC VICI PROPERTIES	4900 S CARSON ST	25,265	401	$967
*add 00 to left of #		**Totals**	**11,740,425**	**22,655**	**$97,471**

SOUTH CARSON STREET NEIGHBORHOOD IMPROVEMENT DISTRICT

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Hope Sullivan, Community Development Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed resolution ratifying the City Engineer's Fiscal Year ("FY") 2026 amended assessment roll for the Downtown Neighborhood Improvement District ("DNID"), confirming the DNID amended assessment roll, dispensing with complaints, protests and objections to the assessment and the assessment roll, determining that no deferments for hardships are warranted and authorizing Carson City staff to give notice of the assessment and take any other necessary actions to effectuate the assessment. (Hope Sullivan, hsullivan@carson.org)

Agenda Action: Resolution **Time Requested:** 5 Minutes

Proposed Motion
I move to adopt Resolution 2025-R-____.

Board's Strategic Goal
Economic Development

Previous Action
May 15, 2025 (Item 14B) - The Board of Supervisors ("Board") considered (1) a report from the City Engineer estimating the FY 2026 DNID amended assessment roll and identifying the cost to be paid by the DNID for the maintenance of streetscape improvements within the DNID area; (2) hardship determinations (there were no requests); and complaints, protests and objections to the assessment (there were none).

June 6, 2024 (Item 25B) - The Board adopted Resolution No. 2024-R-10, ratifying the City Engineer's FY 2025 DNID amended assessment roll and confirming the DNID amended assessment.

May 16, 2024 (Item 17D) - The Board considered a report from the City Engineer estimating the FY 2025 DNID amended assessment roll and identifying the cost to be paid by the DNID for the maintenance of the DNID.

June 15, 2023 (Item 18A, 18C) - The Board adopted Ordinance 2023-7, amending the ordinance establishing the DNID; as well as considered complaints, protests and objections and dispensed of complaints, protests and objections regarding the fiscal year 2024 DNID assessment. Ordinance 2023-7 also levied the DNID FY 2024 assessment.

October 20, 2016 (Item 23A) - The Board authorized the Mayor to enter into an agreement with the

Carson City Downtown Neighborhood Improvement District, a non-profit organization, relating to ongoing Downtown improvements and maintenance provisions.

January 7, 2016 (Item 19A) - The Board approved an ordinance establishing the DNID. The Board subsequently enacted the DNID assessment for FY 2017. The Board levied the DNID assessment each year thereafter.

Background/Issues & Analysis

The Board of Supervisors established the DNID in January 2016 to assess property owners to help pay for the ongoing maintenance of the Downtown Streetscape Enhancement Project improvements. In 2023, the Curry Streetscape Improvement Projects were included. NRS Chapter 271 provides the annual procedures for implementing the DNID assessment and amending the DNID assessment roll. This item includes the required actions to consider the amended assessment roll and implement the annual assessment to properties within the DNID. The second step in the process is for the Board to adopt a resolution to amend the DNID assessment roll and to implement the assessment.

Notification of the DNID annual assessment amendment, the procedures for applying for a hardship determination and the procedures for making complaints, protests and objections were sent out to each property owner within the DNID by first-class mail on April 25, 2025. Additionally, the proposed amended assessment rolls were filed with the clerk on April 24, 2025.

The annual maintenance costs are $105,740, the City's FY 2026 contribution is proposed to be $42,296, and the property owner's assessment for FY 2026 is proposed to be $53,586 after reducing the assessment to draw down reserves. The assessment is distributed among the commercial property owners within the DNID consistent with Ordinance No. 2023-7.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 271; Ordinance No. 2023-7; Carson City Hardship Determination Policy and Procedures

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: NID Contractual Services 7809883-411100

Is it currently budgeted? Yes

Explanation of Fiscal Impact: NID Assessments of $53,586 will be posted to 7809883-411100 and the City will pay its portion of downtown maintenance costs from Redevelopment in the amount of $42,296 which will be budgeted for FY 2026.

Alternatives

Do not adopt the resolution.

Attachment(s):

DNID_Resolution_06.05.2025.pdf

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____

_____
_____
_____

_____
(Vote Recorded By)

RESOLUTION NO. 2025-R-__

A RESOLUTION RATIFYING THE CITY ENGINEER'S FISCAL YEAR ("FY") 2026 AMENDED ASSESSMENT ROLL FOR THE DOWNTOWN NEIGHBORHOOD IMPROVEMENT DISTRICT ("DNID"); CONFIRMING THE DNID AMENDED ASSESSMENT ROLL, DISPENSING WITH COMPLAINTS, PROTESTS AND OBJECTIONS TO THE ASSESSMENT AND AMENDED ASSESSMENT ROLL, FINDING NO HARDSHIP DEFERRALS ARE WARRANTED, AND AUTHORIZING CARSON CITY STAFF TO GIVE NOTICE OF THE ASSESSMENT AND TAKE ANY OTHER NECESSARY ACTIONS TO EFFECTUATE THE ASSESSMENT.

WHEREAS, the Carson City Board of Supervisors adopted Ordinance No. 2016-1 pursuant to NRS Chapter 271 establishing the DNID on January 7, 2016, to help pay for the ongoing maintenance of the street beautification project known as the Downtown Streetscape Enhancement Project, and amended that ordinance through Ordinance No. 2023-7;

WHEREAS, the Board of Supervisors is required to amend the assessment rolls each year for a neighborhood improvement district setting forth the estimate of expenditures and the assessment due for the year;

WHEREAS, the City Engineer is required to prepare an amendment of the assessment roll assessing an amount not greater than the estimated cost of expenditures against the benefited property and to present it to the Board of Supervisors at a meeting prior to adopting the amended assessment roll;

WHEREAS, the Board of Supervisors conducted a public meeting on May 15, 2025 to review a report from the City Engineer estimating the Fiscal Year ("FY") 2026 DNID amended assessment roll and identifying the cost to be paid by the DNID for the maintenance of the streetscape improvements within the DNID area in accordance with NRS Chapter 271; and

WHEREAS, the Board of Supervisors considered hardship determinations and complaints, protests and objections at its meeting of May 15, 2025, in accordance with the provisions of Chapter 271 of NRS; and

WHEREAS, no one submitted a hardship request and no one submitted a complaint, protest or objection to the assessments or the amended assessment roll.

NOW, THEREFORE, the Carson City Board of Supervisors hereby resolves that:

1. Pursuant to NRS 271.307, the City Engineer's amended assessment roll for FY 2026 for the DNID is hereby ratified. The assessment roll contains, among other things:

   (a) The name and address of each last-known owner of each lot, tract or parcel of land to be assessed; or if not known, that the name of the owner is "unknown"; and

   (b) A description of each lot, tract or parcel of land to be assessed, and the amount of the proposed assessment thereon, apportioned upon the basis of assessment heretofore determined by Ordinance Nos. 2016-1 and 2023-7.

2. The ratified amended assessment roll for the DNID for FY 2026 is hereby confirmed and levied on the property owners in the DNID. The aggregate assessment to be paid by the property owners in the DNID in FY 2026 is a total of $53,586 to be divided among the property owners assessed as provided by the City Engineer's certified amended assessment roll dated April 1, 2025 (Exhibit A hereto).

3. No complaints, protests or objections to the assessments or the amended assessment roll were received at the public hearing for such matters on May 15, 2025, and all complaints, protests and objections to the assessment or the amended assessment roll are hereby dispensed with.

4. No applications for a hardship determination were received by the date of the public hearing for such matters on May 15, 2025, and the Board of Supervisors hereby determines that no deferments for hardships are warranted.

5. The amended assessment roll ratified herein shall be furnished to the Carson City Treasurer and the Carson City Clerk-Recorder, including the City Engineer's certificate in the form provided in NRS 271.375, for recording by the Office of the Clerk-Recorder.

6. City staff is hereby authorized and directed to provide notice of the assessment to the owner of each tract being assessed and take all other action necessary or appropriate to effectuate the provisions of this resolution. The notice must set forth the date on which the assessment is due and instructions for paying the assessment.

ADOPTED this _____ day of _____ 2025.

AYES: Supervisors _____

_____

_____

_____

_____

NAYES: Supervisors _____

ABSENT: Supervisors _____

_____
LORI BAGWELL, Mayor

ATTEST:

_____
WILLIAM SCOTT HOEN, Clerk-Recorder

EXHIBIT A

Downtown Neighborhood Improvement District
FY 2026
City Engineer's Assessment Roll

State of Nevada }
}
County of Carson City }

To the Board of Supervisors of Carson City, Nevada:

I hereby certify and report that the foregoing is the assessment roll and assessments made by me for the purpose of paying that part of the cost which you decided should be paid and borne by special assessment for the Downtown Neighborhood Improvement District for the maintenance of the Downtown Streetscape Enhancement Project; that in making such assessments, I have, as near as may be, and according to my best judgement, conformed in all things to the provisions of Chapter 271 of NRS.

Darren Anderson, PE
City Engineer

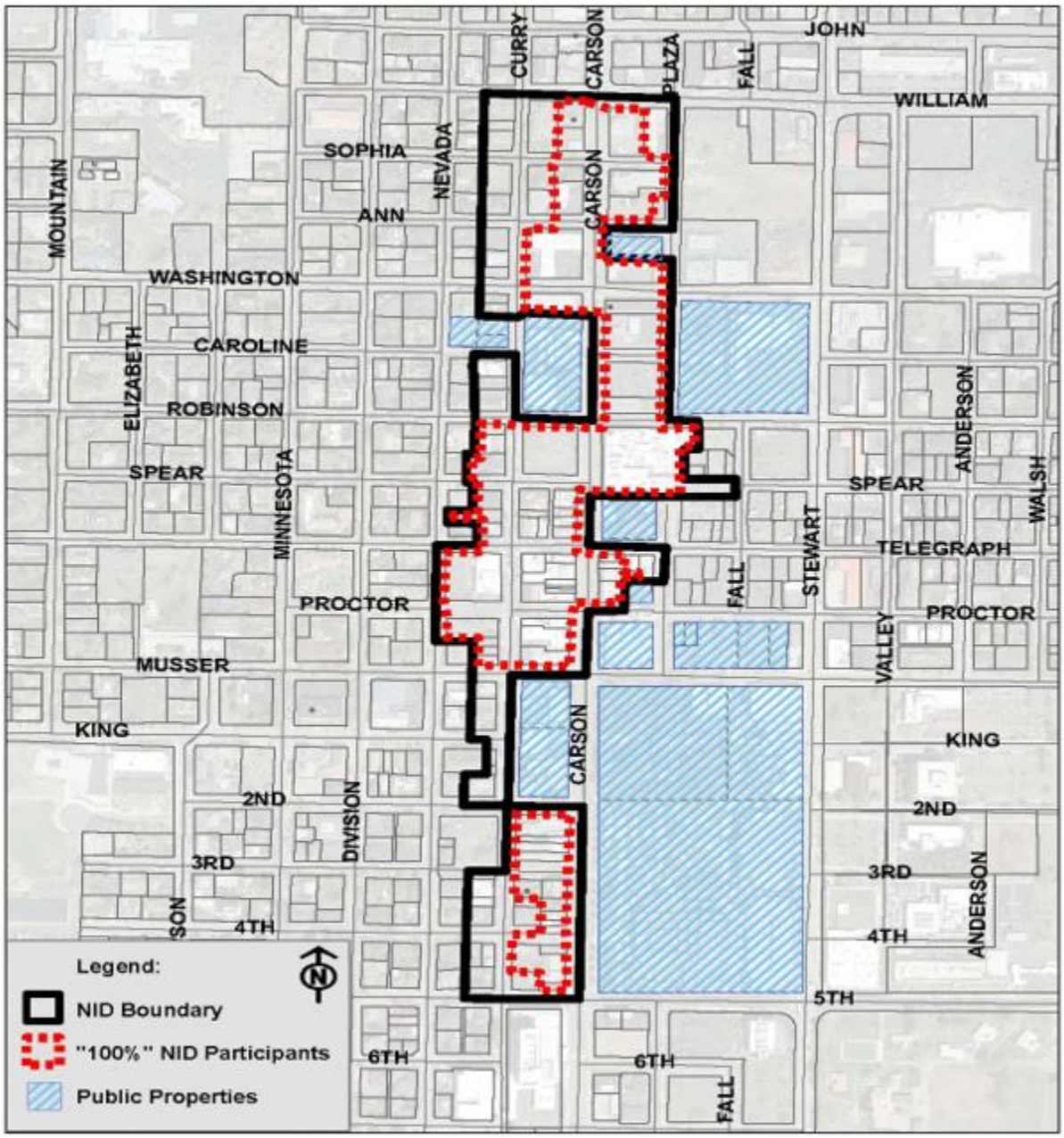
Dated at Carson City, Nevada, **April 1**, 2025.

	Parcel No	Property Location	Owner Name	Non-Res. Bldg size	Specia Benefit Factor		% total bldg size	Assessment $ 53,586
WEST SIDE OF CARSON ST								
W WILLIAMS AND N CARSON	00118499	1020 N CARSON ST	HEIDI'S DUTCH MILL	2,259	100%	2,259	0.50%	$ 269
	00118407	1020 N CARSON ST	ROSENTHAL, DONALD M ET AL	-	100%	-	0.00%	$ -
	00118408	1000 N CARSON ST	TERVEER, JOHN & BELL, MICHELLE	1,500	100%	1,500	0.33%	$ 179
SOPHIA AND N CARSON	00118802	922 N CARSON STREET	BROGISH LLC	516	100%	516	0.11%	$ 61
	00118804	900 N CARSON STREET	BROOKS, BENTLEY Y & MONICA	2,100	100%	2,100	0.47%	$ 250
ANN AND N CARSON	00119401	800 N CARSON STREET	CAPITAL CITY HOTEL NV, LLC	37,838	100%	37,838	8.41%	$ 4,509
W WASHINGTON AND N CARSON	00328304	716 N CARSON ST	KAPLAN FAMILY TRUST	19,927	100%	19,927	4.43%	$ 2,374
W ROBINSON AND N CARSON	00322301	500 N CARSON ST	ADAMS CARSON LLC	-	100%	-	0.00%	$ -
W SPEAR AND N CARSON	00322402	420 N CARSON ST	NORTHERN NV COMSTOCK INV LLC	5,439	100%	5,439	1.21%	$ 648
	00322403	410 N CARSON ST	DOUGLASS DEVELOPMENT LLC	2,552	100%	2,552	0.57%	$ 304
	00322404	408 N CARSON ST	CHANEY, EUGENE FAM LIMITED PART	2,769	100%	2,769	0.62%	$ 330
	00322409	402 N CARSON ST	CHANEY, EUGENE FAM LIMITED PART	5,951	100%	5,951	1.32%	$ 709
W TELEGRAPH AND N CARSON	00322902	320 N CARSON ST	320 NORTH CARSON STREET LLC	2,690	100%	2,690	0.60%	$ 321
	00322903	318 N CARSON ST	COLE, JEFFREY N & DENISE M	13,441	100%	13,441	2.99%	$ 1,602
	00322904	310 N CARSON ST	SCHMIDT, MARK & KIMBERLY TRUST	1,020	100%	1,020	0.23%	$ 122
	00322905	308 N CARSON ST	SCHMIDT, MARK & KIMBERLY TRUST	1,275	100%	1,275	0.28%	$ 152
	00322906	306 N CARSON ST	ADAMS 302 CARSON LLC	2,053	100%	2,053	0.46%	$ 245
	00322907	302 N CARSON ST	ADAMS 302 CARSON LLC	8,748	100%	8,748	1.95%	$ 1,042
W PROCTOR AND N CARSON	00321301	111 W PROCTOR ST	CARSON INCUBATOR I LLC	8,390	100%	8,390	1.87%	$ 1,000
	00321302	206 N CARSON ST	KITZMEYER, LLC	11,519	100%	11,519	2.56%	$ 1,373
	00321303	202 N CARSON ST	SEID ERIKA LYNN	9,426	100%	9,426	2.10%	$ 1,123
SECOND AND S CARSON	00311206	123 W SECOND ST	LOPICCOLO FAMILY 1998 TRUST	10,243	100%	10,243	2.28%	$ 1,221
	00311203	210 S CARSON ST	BODIE NEVADA TRUST 12/27/11	1,924	100%	1,924	0.43%	$ 229
	00311204	217 S CURRY ST	MERCURY CLEANERS INC	5,746	100%	5,746	1.28%	$ 685
	00311205	224 S CARSON ST	LOPICCOLO FAMILY 1998 TRUST	5,685	100%	5,685	1.26%	$ 677
THIRD AND S CARSON	00311309	310 S CARSON ST	LOPICCOLO INVESTMENTS LLC	12,906	100%	12,906	2.87%	$ 1,538
	00311310	S CARSON ST	BERNARD LLC	-	100%	-	0.00%	$ -
	00311311	312 S CARSON ST	BERNARD LLC	2,890	100%	2,890	0.64%	$ 344
	00311312	314 S CARSON ST	BERNARD LLC	1,925	100%	1,925	0.43%	$ 229
FOUTH AND S CARSON	00311602	400 S CARSON ST	BORTOLIN LLC	0	100%	-	0.00%	$ -
	00311601	410 S CARSON ST	BORTOLIN LLC	4,208	100%	4,208	0.94%	$ 501
	00311605	418 S CARSON ST	NEVADA BUILDERS ALLIANCE	2,180	100%	2,180	0.48%	$ 260
EAST SIDE OF CARSON ST								
E WILLIAMS AND N CARSON	00216503	1017 N CARSON ST	MAPP ENTERPRISES, INC	1,653	100%	1,653	0.37%	$ 197
SOPHIA AND N CARSON	00216502	917 N CARSON ST	B P HOTEL, LLC	31,890	100%	31,890	7.09%	$ 3,800
	00216501	901 N CARSON STREET	B P HOTEL, LLC	-	100%	-	0.00%	$ -
ANN AND N CARSON	00216402	801 N CARSON ST	CAPITAL CITY FLATS LLC	10,531	100%	10,531	2.34%	$ 1,255
E WASHINGTON AND N CARSON	00426101	113 E WASHINGTON ST	CARSON LODGE #1 - MASONIC LODGE	739	100%	739	0.16%	$ 88
	00426102	705 N CARSON ST	CAMINO AI NORTE ENTERPRISE LLC	1,731	100%	1,731	0.38%	$ 206

EAST CAROLINE AND N CARSON	00426301	617 N CARSON ST	ADAMS CARSON LLC	-	100%	-	0.00%	$	-
	00426302	601 N CARSON ST	601 N CARSON LLC	3,920	100%	3,920	0.87%	$	**467**
E ROBINSON AND N CARSON	00421111	507 N CARSON ST	ADAMS CARSON LLC	79,378	100%	79,378	17.65%	$	**9,458**
	00421402	E SPEAR ST	ADAMS CARSON LLC	-	100%	-	0.00%	$	-
E TELEGRAPH AND N CARSON	00421503	319 N CARSON ST	DAVIS / BENTHAM LLC	4,320	100%	4,320	0.96%	$	**515**
	00421504	315 N CARSON ST	YAPLE, JON M AND JEANNE	1,958	100%	1,958	0.44%	$	**233**
	00421508	311 N CARSON ST	JOHNSON, THOMAS Y AND LINDA E	7,644	100%	7,644	1.70%	$	**911**
	00421506	301 N CARSON ST	JOHNSON FAMILY REV TR 1/31/92	9,282	100%	9,282	2.06%	$	**1,106**
CURRY STREET FRONTAGE - EAST									
W WILLIAM AND N CURRY	00118409	1007 N CURRY STREET	RUBY CANYON LLC	4,506	75%	3,380	0.75%	$	**403**
SOPHIA AND N CURRY	00118801	115 W SOPHIA	BROGISH LLC	-	75%	-	0.00%	$	-
	00118803	110 W ANN	PROPERTY MANAGEMENT,CARSON CITY	-	75%	-	0.00%	$	-
SPEAR AND N CURRY	00322401	411 N CURRY ST	NORTHERN NEVADA COMSTOCK INVEST	9,467	100%	9,467	2.11%	$	**1,128**
	00322407	407 N CURRY ST	OLD GLOBE SALOON INC	1,641	100%	1,641	0.36%	$	**196**
	00322406	110 W TELEGRAPH ST	JONES, K & M TRUST	6,160	100%	6,160	1.37%	$	**734**
W TELEGRAPH AND N CURRY	00322408	108 W TELEGRAPH ST	CROWELL ENTERPRISES INC	2,311	100%	2,311	0.51%	$	**275**
	00322901	111 W TELEGRAPH ST	BRUUN-ANDERSEN FAMILY EST TRUST	11,019	100%	11,019	2.45%	$	**1,313**
THIRD AND N CURRY	00311315	S CURRY / THIRD	LOPICCOLO INVESTMENTS LLC	1,080	100%	1,080	0.24%	$	**129**
	00311399	W THIRD ST	LOPICCOLO INVESTMENTS LLC	-	100%	-	0.00%	$	-
	00311313	110 W FOURTH ST	BERNARD LLC		75%	-	0.00%	$	-
	00311314	309 S CURRY ST	BERNARD LLC	-	75%	-	0.00%	$	-
W FOUTH AND N CURRY	00311606	114 W FIFTH ST	NEVADA BUILDERS ALLIANCE	-	75%	-	0.00%	$	-
WILLIAM AND N CURRY	00118302	1012 N CURRY ST	SHEERIN, MARY J & SHEERIN, ETAL	-	75%	-	0.00%	$	-
	00118304	1008 N CURRY ST	FOUR WINDS, LLC	924	75%	693	0.15%	$	**83**
	00118306	1002 N CURRY ST	LORENZ, ALLEN R TRUST 1/19/07	2,053	75%	1,540	0.34%	$	**183**
SOPHIA AND N CURRY	00118707	910 N CURRY ST	HCBMBP LLC	-	75%	-	0.00%	$	-
	00118705	904 N CURRY ST	T C J ENTERPRISES LLC	936	75%	702	0.16%	$	**84**
ANN AND N CURRY	00119302	812 N CURRY ST	ADAMS 800 N CURRY LLC	-	75%	-	0.00%	$	-
	00119305	808 N CURRY ST	ADAMS 800 N CURRY LLC	-	75%	-	0.00%	$	-
	00119306	802 N CURRY ST	ADAMS 800 N CURRY LLC	-	75%	-	0.00%	$	-
W WASHINGTON AND N CURRY	00328202	714 N CURRY ST	MKR VENTURES LLC	1,433	75%	1,075	0.24%	$	**128**
	00328203	710 N CURRY ST	GRAVES, BRANDI & JONES, LINDSEY	1,250	75%	938	0.21%	$	**112**
W CAROLINE AND N CURRY	00328502	201 W CAROLINE ST	CARSON HEIGHTS LLC	11,684	75%	8,763	1.95%	$	**1,044**
	00328503	N CURRY ST	CARSON HEIGHTS LLC	-	75%	-	0.00%	$	-
	00328504	602 N CURRY ST	CHIM MARK H K & MARILYN M	2,446	75%	1,835	0.41%	$	**219**
W ROBINSON AND N CURRY	00322202	512 N CURRY ST	BOURGEOIS LINDSAY	713	100%	713	0.16%	$	**85**
	00322203	508 N CURRY ST	RPJ NV LLC	2,448	100%	2,448	0.54%	$	**292**
	00322204	204 W SPEAR ST	SMITH TRUST 9/12/2011	3,307	100%	3,307	0.74%	$	**394**
W SPEAR AND N CURRY	00322510	412 N CURRY ST	CAIN, GARY & LEISEK, MARY E	528	100%	528	0.12%	$	**63**
	00322503	402 N CURRY ST	TELEGRAPH SQUARE BUSINESS PRO LLC	2,297	100%	2,297	0.51%	$	**274**
	00322506	405 N NEVADA ST	TELEGRAPH SQUARE BUSINESS PRO LLC	1,309	100%	1,309	0.29%	$	**156**
W TELEGRAPH AND N CURRY	00322802	308 N CURRY ST	ADAMS 308 N CURRY LLC	21,826	100%	21,826	4.85%	$	**2,601**

W PROCTOR AND N CURRY	00321206	234 N CURRY ST	ADAMS 308 N CURRY LLC	-	100%	-	0.00%	$	-
	00321203	208 N CURRY ST	PLATINUM QUAIL LLC SERIES A	1,853	100%	1,853	0.41%	$	**221**
	00321204	206 N CURRY ST	CC CONCIERGE LLC	1,333	100%	1,333	0.30%	$	**159**
	00321205	202 N CURRY ST	KITZMEYER, LLC	1,242	100%	1,242	0.28%	$	**148**
W MUSSER AND N CURRY	00321502	112 N CURRY ST	CURRY MUSSER PROCTOR & GREEN LLC	1,303	75%	977	0.22%	$	**116**
	00321504	102 N CURRY ST	MARTIN SARAH D	3,541	75%	2,656	0.59%	$	**316**
W KING AND N CURRY	00321710	201 W KING ST	MAYNE, MICHELLE M TRUST 7/3/1992	2,788	75%	2,091	0.46%	$	**249**
	00321711	106 S CURRY ST	VENDEBRAKE, LAURIE & HURT, ROBERT	954	75%	716	0.16%	$	**85**
	00321713	110 S CURRY ST	SUMMO, DONALD W & EILENE H TR	1,123	75%	842	0.19%	$	**100**
W SECOND AND S CURRY	00311401	300 S CURRY ST	SIERRA NV ASSOC OF REALTORS INC	5,528	75%	4,146	0.92%	$	**494**
	00311403	314 S CURRY ST	SIERRA NV ASSOC OF REALTORS INC	-	75%	-	0.00%	$	-
	00311404	310 S CURRY ST	BROWN, RANDY J INVESTMENTS LLC	1,419	75%	1,064	0.24%	$	**127**
W FOUTH AND S CURRY	00311503	201 W FOURTH ST	BROWN, RANDY J INVESTMENTS LLC	-	75%	-	0.00%	$	-
	00311505	202 W FIFTH ST	PLAUT, JASON & DAWN REV LIV TR 9/2/16	-	75%	-	0.00%	$	-
	00311502	205 W FOURTH ST	BROWN, RANDY J INVESTMENTS LLC	-	75%	-	0.00%	$	-
PLAZA STREET FRONTAGE						-			
WILLIAMS AND PLAZA	00216504	1000 N PLAZA STREET	M & M BIGUE INVESTMENTS LLC	5,239	75%	3,929	0.87%	$	**468**
SOPHIA AND PLAZA	00216505	110 E ANN STREET	SALAS, ANGELICA	2,465	75%	1,849	0.41%	$	**220**
E TELEGRAPH AND PLAZA	00421502	107 E TELEGRAPH	T.L.A.C.P., LLC	2,150	75%	1,613	0.36%	$	**192**
	00421501	111 E TELEGRAPH	WONG FAMILY TRUST 11/22/97	2,948	75%	2,211	0.49%	$	**263**
			Total	463,391	Actual	449,718	100%	$	**53,586**

DOWNTOWN NEIGHBORHOOD IMPROVEMENT DISTRICT



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Hope Sullivan, Community Development Director

Agenda Title: For Possible Action: Discussion and possible action to introduce, on first reading, an ordinance approving a requested tentative Planned Unit Development ("PUD") (PUD-2025-0066), including (1) an amendment to the zoning map to change the use districts of the property from Multifamily Apartment ("MFA") and Public Regional ("PR") to MFA-PUD; and (2) approval of a tentative subdivision map that would create 240 single family townhome residences with a minimum lot size of 985 square feet and approximately 8.17 acres of common area on a site approximately 22.08 acres in size located to the north and west of Morgan Mill Road, Assessor's Parcel Numbers ("APNs") 008-522-36 and 008-522-38. (Heather Manzo, hmanzo@carson.org)

Agenda Action: Ordinance - First Reading **Time Requested:** 20 minutes

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Proposed Motion
I move to introduce, on first reading, Bill No. ____.

Board's Strategic Goal
Quality of Life

Previous Action

April 30, 2025 (Item 6.E) - The Planning Commission recommended that the Board of Supervisors approve the tentative PUD that will allow for the creation of 240 single family townhome residences by a vote of 7 - 0, based on the ability to make the required findings in the affirmative, subject to conditions of approval.

Background/Issues & Analysis
The Board of Supervisors ("Board") is authorized to approve a tentative PUD after a recommendation from the Planning Commission.

The Planning Commission considered the requested tentative PUD at its April 30, 2025, meeting. Public comment was received on the item, noting concerns relating to common open space, snow storage areas, waste disposal, and traffic, especially on Deer Run Road.

It was noted at the meeting that there is sufficient open space to meet the requirements of CCMC Chapter 17.09. Additionally, a condition of approval is recommended to require the Applicant to provide a common open space plan that breaks down each of the required open space elements to ensure the project continues to meet the requirements at the time site improvement plans are submitted. Snow

storage areas were not specifically identified on the plan, however, the internal driveways are private and will be maintained by the Homeowner Association. It is a requirement of code that when a site improvement permit is submitted, snow storage be addressed as part of the overall site, parking, and circulation plan. The Applicant plans to utilize individual residential totes and to provide dedicated areas for totes to be placed out for Waste Management pick up. The site plan does not currently specify the locations; however, the site improvement permit will need to address this element to satisfy code requirements for Waste Management to provide service to the project. Finally, with regard to traffic, Development Engineering noted that a small percentage of traffic is anticipated to generate at the subject property to Deer Run Road, primarily because Deer Run Road does not provide direct access to any services. It was noted during the meeting that utilizing Deer Run Road to access other parts of the City would approximately double the mileage traveled and increase the travel time.

Following public comment, the Commission recommended that the Board adopt the tentative PUD by ordinance with the addition of Condition No. 32 which will require the Applicant to have a vegetation management plan approved by the Carson City Fire Department prior to issuance of a site improvement permit. The conditions of approval as recommended by the Planning Commission are included as Attachment B in the draft ordinance.

Except as specifically exempted, NRS 237.080 requires a business impact statement to be prepared whenever an ordinance is adopted by the governing body of a local government that exercises legislative powers. Under the applicable exemptions, a business impact statement was not required to be prepared with this ordinance because an ordinance that is adopted pursuant to a provision of NRS Chapter 278 (governing zoning), such as this proposed ordinance, is not subject to a business impact statement (see NRS 237.060).

For additional information, please see the attached Planning Commission staff report. The full application, including technical studies can be accessed by viewing: April 30, 2025 Planning Commission - Item 6.E Application.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 278.330; NRS Chapter 278A; CCMC Chapters 17.07 and 17.09

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives
Do not introduce the ordinance, modify the ordinance and/or provide alternative direction to staff.

Attachment(s):
PUD-2025-0066 Ordinance

PUD-2025-0066 (Plateau Townhomes) PC_SR - 04-30-2025

Late Material - Public Comment RCVD after deadline (4.30.2025)

Late Material - Public Comment

PUD-2025-0066 (Plateau Townhomes) Anticipated Phasing Plan - 4-14-2025

4/9/2025 Memo re: Plateau Water Model

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

SUMMARY – Approves a planned unit development, amends the Carson City zoning map and authorizes a tentative subdivision map.

BILL NO. _____
ORDINANCE NO. 2025-__

AN ORDINANCE RELATING TO ZONING; APPROVING A PLANNED UNIT DEVELOPMENT, AMENDING THE ZONING MAP TO CHANGE THE USE DISTRICT FROM MULTIFAMILY APARTMENT AND PUBLIC REGIONAL TO MULTIFAMILY APARTMENT - PLANNED UNIT DEVELOPMENT AND APPROVING A TENTATIVE SUBDIVISION MAP FOR 240 SINGLE FAMILY TOWNHOME RESIDENCES ON PROPERTY LOCATED APPROXIMATELY 615 FEET TO THE EAST OF ANTLER DRIVE AND TO THE NORTH AND WEST OF MORGAN MILL ROAD, ASSESSOR'S PARCEL NUMBERS ("APNS") 008-522-36 AND 008-522-38.

The Board of Supervisors of Carson City does ordain:

SECTION I:
An application for a Tentative Planned Unit Development on APNs 008-522-36 and 008-522-38, property located approximately 615 feet to the east of Antler Drive and to the north and west of Morgan Mill Road, Carson City, Nevada, was duly submitted to the Planning Division of the Carson City Community Development Department ("Planning Division") in accordance with Carson City Municipal Code ("CCMC") Chapter 17.09, including a request to revise the existing use district of APNs 008-522-36 and 008-522-38 from Multifamily Apartment ("MFA") and Public Regional ("PR") to Multifamily Apartment - Planned Unit Development ("MFA-P") and the approval of a tentative subdivision map for 240 single family townhome residences on the property.

After proper noticing in accordance with the Nevada Revised Statutes Chapter 278 and CCMC Title 17, on April 30, 2025, the Planning Commission, during a public hearing, reviewed the staff report of the Planning Division, received public comment and voted 7 ayes to recommend to the Board of Supervisors approval of the application for the Tentative Planned Unit Development, the change in zoning and the tentative subdivision map.

SECTION II:
(1) Based on the findings of fact enumerated in CCMC 17.07.005 and 17.09.050, the Tentative Planned Unit Development resulting in the creation of 240 single family townhome lots on approximately 22.08 acres is hereby approved.

(2) Based on the findings of fact enumerated in CCMC 08.02.075, the zoning map of Carson City is amended to change the use district of APNs 008-522-36 and 008-522-38 from Multifamily Apartment ("MFA") and Public Regional ("PR") to Multifamily Apartment - Planned Unit Development ("MFA-P") as depicted in Attachment A.

(3) The conditions of approval are attached hereto in Attachment B.

PROPOSED this _____ day of _____2025.

PROPOSED BY Supervisor _____

PASSED on the _____ day of _____ 2025.

VOTE: AYES: _____

_____

_____

_____

_____

NAYS: _____

_____

ABSENT: _____

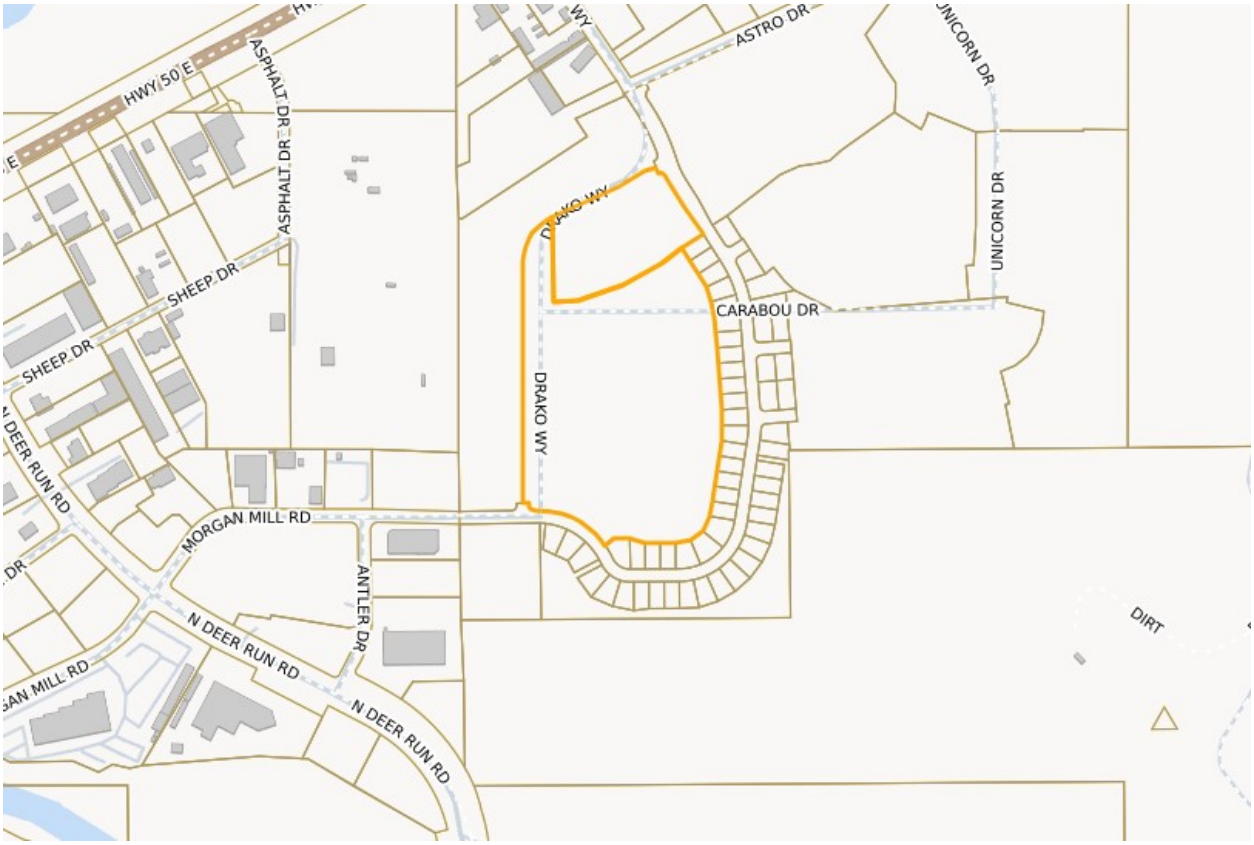
_____
LORI BAGWELL, Mayor

ATTEST:

_____
WILLIAM SCOTT HOEN, Clerk-Recorder

This ordinance shall be in force and effect from and after the ____ of _____, 2025.

Attachment A



FROM
MULTIFAMILY APARTMENT ("MFA")
PUBLIC REGIONAL ("PR")

TO
MULTIFAMILY APARTMENT-PLANNED UNIT DEVELOPMENT ("MFA-P")

Attachment B

CONDITIONS OF APPROVAL FOR PUD-2025-0066

The following are applicable conditions of approval required per CCMC 18.02.04615:

1. The area and width of any lot must satisfy the applicable zoning requirements that are approved as part of the PUD.

2. The applicant shall preserve, to the greatest extent possible, existing trees located within areas designated as common open space. Any tree that is damaged by fire or disease or is otherwise determined to be in poor health or condition, may be removed only after approval from the Planning Division of the Carson City Community Development Department ("Planning Division").

3. The homeowners' association or similar entity shall maintain all areas designated as common open space, including, without limitation, any area that is devoted to guest parking.

The following are applicable conditions of approval as they relate to a subdivision map per CCMC 18.02.0461

4. A final map must be substantially the same as the previously approved tentative map.

5. Before a final map may be submitted for approval, the applicant must submit all construction plans to the Development Engineering Division of the Carson City Department of Public Works ("Development Engineering") for the review and approval of proposed onsite and offsite improvements. The construction plans must be in compliance with any recommendations contained in the applicable soils and geotechnical report and any other applicable condition of approval.

6. Any lot that is not planned for immediate development must be left undisturbed with no grading or clearing of natural vegetation. Any grading that is authorized by the Public Works Department must comply with City standards. A violation of this subsection shall be grounds for the immediate issuance of an order to cease and desist any further grading and any other remedy available under CCMC.

7. The area and width of any lot must satisfy the applicable zoning requirements that are approved as part of the tentative map.

8. The submittal of a final map must include:
    a. Written verification from the Carson City Department of Health and Human Services and the Carson City Fire Department ("Fire Department") that all applicable department requirements have been satisfied. Written verification from the Fire Department must contain approval of all fire hydrant locations.
    b. Written conditions of approval required by any other department of the City.

9. All final maps must contain the following statement:
"These parcels are subject to Carson City's growth management ordinance and all property owners shall comply with provisions of the ordinance."

10. The placement of all utilities within a subdivision must be made underground and any existing overhead facility must be relocated before the submittal of a final map.

11. Hours of construction must be limited to the periods of 7:00 a.m. to 7:00 p.m. on weekdays and 8:00 a.m. to 5:00 p.m. on weekends. The Department may, in addition to any other remedy available under NRS or CCMC:
    a. For a first violation of this subsection, issue a written notice of warning.
    b. For a second violation of this subsection, order the immediate discontinuation of all work on the site.

12. All water and sewer systems, grading and drainage and street improvements must comply with applicable City standards.

13. The Applicant shall obtain a dust control permit from the Nevada Division of Environmental Protection of the Department of Conservation and Natural Resources for site grading. Any site grading must incorporate the applicable dust and erosion control measures.

14. A detailed storm drainage analysis, water system analysis and sewer system analysis must be submitted to and approved by the Development Engineering Division before approval of any final map.

15. Before the recordation of the final map for any phase of a project, the improvements associated with each phase must be fully constructed and approved by the City or secured by providing the City with a proper surety in the amount of 150 percent of the engineer's cost estimate for the improvements. Upon acceptance, the developer must provide the City with a proper surety in the amount of 10 percent of the engineer's cost estimate to secure the developer's obligation to repair defects in workmanship and materials which appear in the work not more than 1 year after the date of acceptance by the City.

16. Before the approval of a final map, an applicant must provide a "will serve" letter from the water and wastewater utilities to the required state governmental entities.

17. Unless a longer period is established by a development agreement or by an action of the Board of Supervisors before the expiration of a tentative map approval:
    a. The final map for an entire subdivision or the first final map for any phase must be recorded not more than 4 years from the date of final approval of the tentative map; and
    b. Any final map for a subsequent phase of the subdivision must be recorded not more than 2 years from the date of recordation for the previous phase.
    c. The applicant shall be responsible for ensuring that plans are submitted to the City with adequate time for review and recordation before the expiration of any tentative map.

Specific Conditions to be included in the Design of the Improvement Plans and Building Permit, to be met prior to approval of construction permit:

18. All development shall be substantially in accordance with the plans approved with this PUD application.

19. Any supporting infrastructure which is shown as being constructed by the Plateau Subdivision must be installed and accepted prior to a certificate of occupancy being issued. If this infrastructure has not been installed and approved prior to a site improvement permit being issued, then it must be bonded prior to issuance of said permit to ensure construction of these facilities.

20. If the project is constructed in phases, each phase must be able to stand alone, meeting all applicable code requirements and development standards.

21. The project must include a technical drainage study per the Carson City Drainage Manual ("CCDM") with original calculations at time of improvement plan submittal that addresses the size of the proposed detention basin for storage of the water quality volume.

22. The project must incorporate the requests made in the Nevada Department of Environmental Protection ("NDEP") Limited Phase II Environmental Site Assessment Report and Remedial Action Plan ("RAP") memo dated November 30, 2017. If a revised RAP is submitted to NDEP and used for the development, the site improvements must meet any applicable requests by NDEP for that RAP. Additionally, the developer must hire a certified environmental manager to supervise the remediation required by the RAP including excavation in landfill areas and disposal.

23. Prior to the issuance of a site improvement permit, a Warrant Analysis for the installation of the remainder of a traffic signal at Drako Way and HWY 50 East shall be submitted. If the analysis indicates a signal is warranted, the submittal must include completion of the traffic signal construction unless the signal has already been installed.

24. Prior to the issuance of a site improvement permit, the Applicant shall demonstrate that there are either trash enclosures located throughout the community or that each garage will have adequate space to accommodate roll outs plus parking for two vehicles.

25. The applicant shall submit an open space exhibit with the application for a site improvement permit. The open space exhibit shall demonstrate compliance with CCMC 17.09.100 and is consistent with the approved PUD.

26. Prior to the issuance of any building permit, the Applicant shall demonstrate that the proposed exterior elevations are in substantial compliance with the approved PUD.

Conditions to be Addressed with the Final Map

27. Any supporting right-of-way which is located on other parcels must be dedicated at or before the recording of the first final map.

28. Prior to the recordation of the first final map, this project must enter into a pro-rata share agreement for an amount not to exceed $190,928.15 for the Morgan Mill Lift Station improvements.

29. A homeowner's association or similar entity shall be responsible for the maintenance of all common landscape and open space areas within the development including any landscaping, defensible space, the creek corridor, easements, trails, noxious weeds and street(s) right of ways in perpetuity.

30. The following setbacks and minimum lot size shall be depicted on the final map.
The required internal setbacks and minimum lot size shall be as follows:
Internal Building Setbacks – 0 feet
Setback between structures – 15 feet
Minimum Lot Size: 985 square feet

31. No structure or part of a structure, except fences, shall be located within 20 feet of an adjacent property at a periphery boundary of the project. Where the periphery boundary abuts a street, the setback shall be a minimum of 10 feet from property line.

32. Prior to the issuance of the first site improvement permit related to the project, the Developer shall provide a vegetation management plan for review and approval by the Fire Department.

STAFF REPORT FOR THE PLANNING COMMISSION MEETING OF APRIL 30, 2025

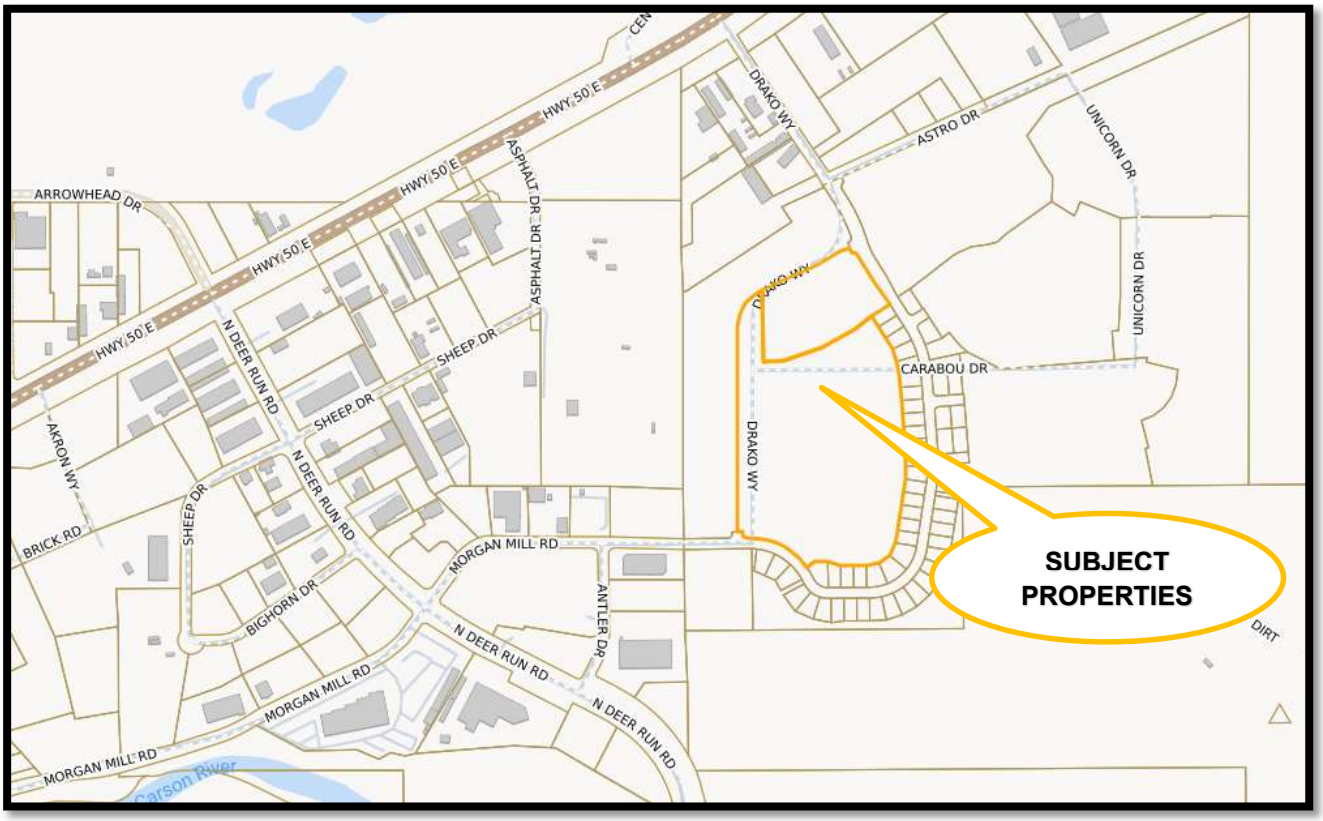
FILE NO: PUD-2025-0066

STAFF CONTACT: Heather Manzo, Associate Planner

AGENDA TITLE: For Possible Action: Discussion and possible action regarding a recommendation to the Board of Supervisors concerning an ordinance approving requested tentative Planned Unit Development ("PUD"), including (1) an amendment to the zoning map to change the use districts of the property from Multifamily Apartment ("MFA") and Public Regional ("PR") to MFA-PUD; and (2) a tentative subdivision map that would create 240 single family townhome residences with a minimum lot size of 985 square feet and approximately 8.17 acres of common area for a site approximately 22.08 acres in size located to the north and west of Morgan Mill Road, Assessor's Parcel Numbers ("APNs") 008-522-36 and 008-522-38. (Heather Manzo, hmanzo@carson.org)

PROPOSED MOTION: "I move to recommend approval of PUD-2025-0066 based on findings and subject to the conditions of approval as contained in the staff report."

VICINITY MAP:



RECOMMENDED CONDITIONS OF APPROVAL

The following are applicable conditions of approval required per CCMC 18.02.04615:

1. The area and width of any lot must satisfy the applicable zoning requirements that are approved as part of the PUD.

2. The applicant shall preserve, to the greatest extent possible, existing trees located within areas designated as common open space. Any tree that is damaged by fire or disease or is otherwise determined to be in poor health or condition, may be removed only after approval from the Planning Division of the Carson City Community Development Department ("Planning Division").

3. The homeowners' association or similar entity shall maintain all areas designated as common open space, including, without limitation, any area that is devoted to guest parking.

The following are applicable conditions of approval as they relate to a subdivision map per CCMC 18.02.0461

4. A final map must be substantially the same as the previously approved tentative map.

5. Before a final map may be submitted for approval, the applicant must submit all construction plans to the Development Engineering Division of the Carson City Department of Public Works ("Development Engineering") for the review and approval of proposed onsite and offsite improvements. The construction plans must be in compliance with any recommendations contained in the applicable soils and geotechnical report and any other applicable condition of approval.

6. Any lot that is not planned for immediate development must be left undisturbed with no grading or clearing of natural vegetation. Any grading that is authorized by the Public Works Department must comply with City standards. A violation of this subsection shall be grounds for the immediate issuance of an order to cease and desist any further grading and any other remedy available under CCMC.

7. The area and width of any lot must satisfy the applicable zoning requirements that are approved as part of the tentative map.

8. The submittal of a final map must include:
    a. Written verification from the Carson City Department of Health and Human Services and the Carson City Fire Department ("Fire Department") that all applicable department requirements have been satisfied. Written verification from the Fire Department must contain approval of all fire hydrant locations.
    b. Written conditions of approval required by any other department of the City.

9. All final maps must contain the following statement:
"These parcels are subject to Carson City's growth management ordinance and all property owners shall comply with provisions of the ordinance."

10. The placement of all utilities within a subdivision must be made underground and any existing overhead facility must be relocated before the submittal of a final map.

11. Hours of construction must be limited to the periods of 7:00 a.m. to 7:00 p.m. on weekdays and 8:00 a.m. to 5:00 p.m. on weekends. The Department may, in addition to any other remedy available under NRS or CCMC:
    a. For a first violation of this subsection, issue a written notice of warning.
    b. For a second violation of this subsection, order the immediate discontinuation of all work on the site.

12. All water and sewer systems, grading and drainage and street improvements must comply with applicable City standards.

13. The Applicant shall obtain a dust control permit from the Nevada Division of Environmental Protection of the Department of Conservation and Natural Resources for site grading. Any site grading must incorporate the applicable dust and erosion control measures.

14. A detailed storm drainage analysis, water system analysis and sewer system analysis must be submitted to and approved by the Development Engineering Division before approval of any final map.

15. Before the recordation of the final map for any phase of a project, the improvements associated with each phase must be fully constructed and approved by the City or secured by providing the City with a proper surety in the amount of 150 percent of the engineer's cost estimate for the improvements. Upon acceptance, the developer must provide the City with a proper surety in the amount of 10 percent of the engineer's cost estimate to secure the developer's obligation to repair defects in workmanship and materials which appear in the work not more than 1 year after the date of acceptance by the City.

16. Before the approval of a final map, an applicant must provide a "will serve" letter from the water and wastewater utilities to the required state governmental entities.

17. Unless a longer period is established by a development agreement or by an action of the Board of Supervisors before the expiration of a tentative map approval:
    a. The final map for an entire subdivision or the first final map for any phase must be recorded not more than 4 years from the date of final approval of the tentative map; and
    b. Any final map for a subsequent phase of the subdivision must be recorded not more than 2 years from the date of recordation for the previous phase.
    c. The applicant shall be responsible for ensuring that plans are submitted to the City with adequate time for review and recordation before the expiration of any tentative map.

Specific Conditions to be included in the Design of the Improvement Plans and Building Permit, to be met prior to approval of construction permit:

18. All development shall be substantially in accordance with the plans approved with this PUD application.

19. Any supporting infrastructure which is shown as being constructed by the Plateau Subdivision must be installed and accepted prior to a certificate of occupancy being issued. If this infrastructure has not been installed and approved prior to a site improvement permit being issued, then it must be bonded prior to issuance of said permit to ensure construction of these facilities.

20. If the project is constructed in phases, each phase must be able to stand alone, meeting all applicable code requirements and development standards.

21. The project must include a technical drainage study per the Carson City Drainage Manual ("CCDM") with original calculations at time of improvement plan submittal that addresses the size of the proposed detention basin for storage of the water quality volume.

22. The project must incorporate the requests made in the Nevada Department of Environmental Protection ("NDEP") Limited Phase II Environmental Site Assessment Report and Remedial Action Plan ("RAP") memo dated November 30, 2017. If a revised RAP is submitted to NDEP and used for the development, the site improvements must meet any applicable requests by NDEP for that RAP. Additionally, the developer must hire a certified environmental manager to supervise the remediation required by the RAP including excavation in landfill areas and disposal.

23. Prior to the issuance of a site improvement permit, a Warrant Analysis for the installation of the remainder of a traffic signal at Drako Way and HWY 50 East shall be submitted. If the analysis indicates a signal is warranted, the submittal must include completion of the traffic signal construction unless the signal has already been installed.

24. Prior to the issuance of a site improvement permit, the Applicant shall demonstrate that there are either trash enclosures located throughout the community or that each garage will have adequate space to accommodate roll outs plus parking for two vehicles.

25. The applicant shall submit an open space exhibit with the application for a site improvement permit. The open space exhibit shall demonstrate compliance with CCMC 17.09.100 and is consistent with the approved PUD.

26. Prior to the issuance of any building permit, the Applicant shall demonstrate that the proposed exterior elevations are in substantial compliance with the approved PUD.

Conditions to be Addressed with the Final Map

27. Any supporting right-of-way which is located on other parcels must be dedicated at or before the recording of the first final map.

28. Prior to the recordation of the first final map, this project must enter into a pro-rata share agreement for an amount not to exceed $190,928.15 for the Morgan Mill Lift Station improvements.

29. A homeowner's association or similar entity shall be responsible for the maintenance of all common landscape and open space areas within the development including any landscaping, defensible space, the creek corridor, easements, trails, noxious weeds and street(s) right of ways in perpetuity.

30. The following setbacks and minimum lot size shall be depicted on the final map.
    The required internal setbacks and minimum lot size shall be as follows:
    Internal Building Setbacks – 0 feet
    Setback between structures – 15 feet
    Minimum Lot Size: 985 square feet

31. No structure or part of a structure, except fences, shall be located within 20 feet of an adjacent property at a periphery boundary of the project. Where the periphery boundary abuts a street, the setback shall be a minimum of 10 feet from property line.

LEGAL REQUIREMENTS: CCMC 17.07 (Findings); 17.09 (Planned Unit Development); 18.02 and NRS Chapter 278A (Planned Development)

CURRENT MASTER PLAN DESIGNATION: Mixed-Use Residential
CURRENT ZONING DISTRICT: Multifamily Apartment and Public Regional ("MFA and PR")
PROPOSED ZONING DISTRICT: MFA - Planned Unit Development ("MFA-P")

KEY ISSUES: Is the Tentative Planned Unit Development consistent with the required findings?

SURROUNDING ZONING AND LAND USE INFORMATION:

NORTH:	General Commercial (GC) / vacant
SOUTH:	Single-Family 6,000 (SF6) / Plateau subdivision map recorded
EAST:	Single-Family 6,000 (SF6) / Plateau subdivision map recorded
WEST:	General Commercial (GC) / vacant

ENVIRONMENTAL INFORMATION:
FLOOD ZONE: Zone X shaded
SLOPE/DRAINAGE: Slopes are varied, however the average site slope does not exceed 15%
FAULT ZONE: Zone II (Moderate); beyond 500 feet

SITE DEVELOPMENT INFORMATION:

SUBJECT SITE AREA:	22.08 Acres
EXISTING LAND USE:	Vacant
PROPOSED USE:	A 240-unit single family townhomes and open space
PROPOSED SETBACKS:	Northern property line: 30 feet minimum Eastern-most property line: 5 feet minimum Southern-most property line: 5 feet minimum
PARKING REQUIRED:	600 spaces (2 spaces per unit, plus 1 space per every 2 units)
PROJECT PHASING:	A phasing plan has been provided showing up to 4 standalone phases.

DISCUSSION:
The subject site consists of two parcels totaling approximately 22.08 acres in size and zoned PR and MFA. The Applicant is requesting approval to construct a single family attached townhome project, however Title 18 does not have established development standards for single family attached design and as such a PUD is being requested to establish the minimum lot size and internal setbacks for the project. The external setbacks along the perimeter of the site will meet or exceed the established setbacks for the MFA base zoning district.

The applicant is requesting approval of a tentative PUD to establish development criteria to allow for the development of a single family attached project. Per CCMC 17.09.030 all procedures with respect to approval or disapproval of a PUD are to be applied for under the single PUD application; therefore, the application encompasses (1) an amendment to the zoning map to change the use districts of the property from Multifamily Apartment ("MFA") and Public Regional ("PR") to MFA-PUD; and (2) approval of tentative subdivision map to establish minimum lot size and internal setback standards for the creation of 240 single family townhome residences.

Per CCMC 17.09.005, the purpose of the PUD is to encourage more efficient use of the land and of public and private services in Carson City; to reflect the changes in technology of land

development so the resulting economies benefit Carson City, and to preserve or provide open space, protect natural, cultural and scenic resources, minimize road building and encourage stable, cohesive neighborhoods offering a mix of housing types. The PUD allows for flexibility of land development regulations, while controlling development in the best interest of the ecology, economy, public health, safety, morals, and general welfare of the citizens.

Per CCMC 17.09.015, one of the permitted uses within a PUD is a single family attached product such as townhomes or condominiums. CCMC also allows an applicant to request modifications to Carson City's land use regulations otherwise applicable to the subject property. This allows for regulations, applicable to the PUD, to be either more restrictive or less restrictive than the underlying zoning (CCMC 17.09.040.4(g)). The general concept of a PUD is the flexibility in design standards, particularly for constrained properties, and provides for the balance of the land to be used as open space. Per the provisions of CCMC 17.09.100, 30 percent of the gross area of the site must be set aside for open space.

The Applicant has proposed a single-family townhome project with a gross density of 11.34 dwelling units per acre, common area totaling 38.6% of the overall site area and is proposing the following setbacks and lot sizes.

Proposed Setbacks and Lot Criteria:
- Internal Setbacks – 0 feet
- Setback between structures – 15 feet
- Minimum Lot Size: 985 square feet

Minimum peripheral setbacks:
- Where the site abuts adjacent property: 30 feet
- Where the site abuts a public right of way: 10 feet

Conceptual architectural renderings have been provided with the application materials and appear to comply with the architectural standards. The applicant will need to demonstrate that each of the buildings and their placement within the site will comply with the CCDS at the time the building elevations are presented for permit.

Per the provisions of CCMC 17.09.045, the Planning Commission reviews requests for tentative PUDs and makes a recommendation to the Board of Supervisors based on the ability to make the findings of fact identified in CCMC 17.07.005 in the affirmative. Additionally, the findings of fact outlined in CCMC 17.09.050 must be made in the affirmative to approve the PUD. Upon recommendation by the Planning Commission, all findings of fact for a PUD must also be made in the affirmative by the Board of Supervisors in order for the PUD to be approved.

Development Requirements of a PUD are as follows:

<u>Timing of Development (CCMC 17.09.020)</u>
The applicant has proposed development in up to four phases and will be subject to the timeline associated with a tentative PUD subdivision which requires the first final PUD map to be recorded within four years of the tentative approval. Each subsequent phase would need to record within two years of the previously recorded phase.

<u>Density of Land (CCMC 17.09.025)</u>
CCMC 17.09.025 utilizes the base zoning district to calculate maximum density, where MFA zoning would allow a minimum density of 29 dwelling units per acre. The Applicant is proposing a gross density of 11.34 dwelling units per acre, well below the allowable density for the zone.

Specific Design Standards (CCMC 17.09.095)
The minimum site area must be a minimum of 5 acres, unless the board waives the requirement based on justification provided in the application, including but not limited to, encouraging more efficient use of land and services; the use of new technologies; preservation of open space; more efficient use of land, etc. The goal of the PUD at this location is to allow for the development of a single family attached townhome project. The MFA zone speaks to single family attached as an allowable use, however a PUD is required to establish setbacks and minimum lot sizes that will accommodate an attached product.

Structures are not permitted within 20 feet of an adjacent property at a periphery boundary in a PUD, and the MFA district further states that an additional 10-foot setback is required for each story above the first story. Periphery boundaries abutting a street or right-of-way must be consistent with the underlying zoning district. The applicant is proposing a 30-foot setback from the boundary adjacent to other properties. Where property lines abut a right-of-way, a 10-foot setback is proposed.

The height of buildings in a PUD is as allowed in the underlying zoning district. The maximum height for the MFA zone is 45 feet tall, however the Application notes that structures will be 2 stories and a maximum of 35 feet tall.

Parking is required at a rate of two parking spaces per unit, plus guest parking at a rate of one parking space for every two units. Based on 240 residential units, a total of 600 parking stalls will be required. The application proposes 637 parking spaces by providing two garage spaces per unit, 118 guest parking spaces located throughout the project, and an additional 39 on-street parallel parking spaces along the new right of way adjacent to the site.

Underground utilities (water, sewer, gas, electricity, telephone, cable television) shall be required in all PUDs, prior to any street paving.

Landscaping is required to meet the City's standards. A conceptual landscaping plan has been submitted. A detailed landscape plan demonstrating compliance with the provisions of Division 3 of the Development Standards and CCMC 17.09 shall be required as part of the improvement plans.

Open Space (CCMC 17.09.100)
All PUDs shall set aside a minimum of 30 percent of the gross area of the site for open space. The parcel is 22.08 acres in size and will require a minimum of 6.62 acres of qualifying open space. The standards further state that at least 25% of the required open space must be at least 25 feet wide, landscaped and have a slope of 5% or less, and that a minimum of 100 square feet per residential unit be designed as active recreational space such as picnic areas or playgrounds. The applicant has provided an exhibit demonstrating a total of 8.17 acres of open space will be provided as designed. The proposal includes approximately 5.41 landscaped open space acres. Staff is recommending a condition of approval requiring the applicant to provide an exhibit at the time of submittal of site improvement permit application demonstrating that all requirements of this standard are being met with the final design.

CCMC 17.09.105 requires the developer to establish an organization for ownership and maintenance for all common open space and other common property and has been addressed by the standards conditions for a PUD.

PUBLIC COMMENTS: On March 14, 2025, public hearing notices were mailed to 44 property owners within 1,300 feet of the subject site pursuant to the provisions of NRS and CCMC for the tentative Planned Unit Development application. As of the date of writing of this report staff has

not received any written public comments. Any comments that are received after this report is published will be submitted to the Planning Commission prior to or at the meeting on March 26, 2025, depending on the date of submission of the comments to the Planning Department.

OTHER CITY DEPARTMENT OR OUTSIDE AGENCY COMMENTS: The following comments were received from City departments. Recommendations have been incorporated into the recommended conditions of approval, where applicable.

Development Engineering:
The Public Works Department, Development Engineering Division ("Development Engineering") has no preference or objection to the tentative map request and offers the following conditions of approval:

- Any supporting infrastructure which is shown as being constructed by the Plateau Subdivision must be installed and accepted prior to a certificate of occupancy being issued. If this infrastructure has not been installed and approved prior to a site improvement permit being issued, then it must be bonded prior to issuance of said permit to ensure construction of these facilities.
- If the project is phased, each phase must be able to stand alone, meeting all applicable code requirements.
- Any supporting right-of-way which is located on other parcels must be dedicated at or before the recording of the first final map.
- The project must include a technical drainage study per the CCDM with original calculations at time of improvement plan submittal that addresses the size of the proposed detention basin for storage of the water quality volume.
- This project must enter into a pro-rata share for an amount not to exceed $190,928.15 for the Morgan Mill Lift Station improvements, prior to a recording of the final map.
- The project must incorporate the requests made in the Nevada Department of Environmental Protection ("NDEP") Limited Phase II Environmental Site Assessment Report and Remedial Action Plan ("RAP") memo dated November 30, 2017. If a revised RAP is submitted to NDEP and used for the development, the site improvements must meet any applicable requests by NDEP for that RAP. Additionally, the developer must hire a certified environmental manager to supervise the remediation required by the RAP including excavation in landfill areas and disposal.
- The project will be required to do a Warrant Analysis for the installation of the remainder of a Traffic Signal at Drako Way and HWY 50 at time of site improvement submittal, if signal is not already fully installed.
- The project must meet all Carson City Development Standards and Standard Details including but not limited to the following:
    - The right-of-way widths must meet the minimum widths set forth in CCDS 12.6.

FINDINGS:

Development Engineering has reviewed the application within our areas of purview relative to adopted standards and practices and to the provisions of CCMC 17.07.005. The following Tentative Map Findings by Development Engineering are based on approval of the above conditions of approval:

1. *Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal.*

The Morgan Mill Lift Station is at capacity and must be upgraded to meet flow and emergency storage capacity requirements. The developer shall enter into an agreement to contribute at a pro-rata share for the required improvements. The development is served by municipal sewer and water. The developer will be required to meet all applicable development standards related to sewer and water design.

2. *The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision.*

The City water system has sufficient capacity to serve the project.

3. *The availability and accessibility of utilities.*

Water and sanitary sewer utilities are available and accessible.

4. *The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks.*

The road network necessary for the development is available and accessible.

5. *Access to public lands. Any proposed subdivision that is adjacent to public lands shall incorporate public access to those lands or provide an acceptable alternative.*

There are no public lands adjacent to this project.

6. *Conformity with the zoning ordinance and land use element of the city's master plan.*

Development engineering has no comment on this finding.

7. *General conformity with the city's master plan for streets and highways.*

The development is in conformance with the city's master plan for streets and highways.

8. *The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision*.

The Plateau Development is anticipated to generate 5,003 Daily, 344 AM peak hour, and 473 PM peak hour trips.

Local intersections: The site is south of Drako and Hwy 50 and north of Morgan Mill Rd and Deer Run Rd. HWY 50 is an arterial and Deer Run Rd is a collector street.

Parking and internal circulation: The project includes 637 parking spaces, with 480 garage spaces (two/unit in the garage), 118 guest parking spaces strategically located in parking pockets throughout the project, and an additional 39 on-street parallel parking spaces planned along one side of the future new public road abutting the site's western boundary.

Adjacent Streets On-Street Parking: The future new public road with on-street parking will be required to meet Carson City Standards for on-street parking. Proposed and/or necessary improvements: A traffic signal is anticipated to be partially installed at HWY 50 and Drako Way with the first phase of the single-family residential project that is currently under construction in the area. The proposed conditions include a requirement to provide a signal warrant analysis prior to a site improvement permit being issued and to complete the signal if signal warrants are met. It is anticipated that signal warrants will be met prior to full buildout of the existing entitled single-family project and/or the subject project.

9. *The physical characteristics of the land such as flood plains, earthquake faults, slope and soil.*

Earthquake faults: The closest fault is over 500 feet with a slip rate of less than 0.2 mm/yr.
FEMA flood zones: X
Site slope: Minimal
Soils: There is a Remedial Action Plan for the soil associated with the old landfill area near the project. The project must incorporate the requests made in the Nevada Department of Environmental Protection ("NDEP") Limited Phase II Environmental Site Assessment Report and Remedial Action Plan ("RAP") memo dated November 30, 2017. If a revised RAP is submitted to NDEP and used for the development, the site improvements must meet any applicable requests by NDEP for that RAP. Additionally, the developer must hire a certified environmental manager to supervise the remediation required by the RAP including excavation in landfill areas and disposal.

10. *The recommendations and comments of those entities reviewing the subdivision request pursuant to NRS 278.330 thru 278.348, inclusive.*

Development engineering has no comment on this finding.

11. *The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands.*

The subdivision has sufficient secondary access, and sufficient fire water flows.

12. *Recreation and trail easements*.

Development engineering has no comment on this finding.

FINDINGS:

When considering a tentative PUD, the Planning Commission and the Board must consider the findings outlined in CCMC 17.07.005 (Findings). All twelve findings must be made in the affirmative in order to approve the tentative PUD. Additionally, CCMC 17.09.050 (Approval or Denial of Application) outlines an additional six findings of fact that must be made in the affirmative in order to approve a tentative PUD. Staff will first address the findings outlined in Section 17.07.005, followed by the findings outlined in Section 17.09.050.

<u>Section 17.07.005 (Findings):</u>

1. Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal.

The development is required to comply with all applicable environmental and health laws concerning water and air pollution and disposal of solid waste. The development will be served by municipal sewer and water. The Morgan Mill Sewer Lift Station is at capacity and must be upgraded to meet flow and emergency storage capacity requirements. The developer shall enter into an agreement to contribute a pro-rata share for the required improvements. The developer will be required to meet all applicable development standards related to sewer and water design.

2. The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision.

The City's water system has sufficient capacity to serve the project.

3. The availability and accessibility of utilities.

All utilities are available in the area to serve the development. The property is located in the service area for water and sewer.

4. The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks.

The project is located within a planned neighborhood that is served by existing schools, sheriff protection and parks. The project has access to various parts of the City via HWY 50 East and Morgan Mill Road.

5. Access to public lands. Any proposed subdivision that is adjacent to public lands shall incorporate public access to those lands or provide an acceptable alternative.

The project is not adjacent to public lands.

6. *Conformity with the zoning ordinance and land use element of the City's Master Plan.*

The proposed PUD, as conditioned, is consistent with the Master Plan as well as in compliance with the applicable sections of the Municipal Code.

7. General conformity with the City's Master plan for streets and highways.

Subject to compliance with the proposed conditions of approval, the proposed subdivision conforms to the City's master plan for streets.

8. The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision.

A traffic study was produced as part of the application for the tentative PUD prepared by GCW, indicating development of the project is consistent with the original traffic study prepared for the Plateau development in 2019. Access to the site is via HWY 50 East/Drako and Morgan Mill/Drako. Improvements are currently under construction to improve the access points that will provide access to the Plateau Development and this proposed project.

9. The physical characteristics of the land such as flood plains, earthquake faults, slope and soil.

There is a Remedial Action Plan for the soil associated with the old landfill area near the project. A condition is recommended to require the Applicant to address the action plan findings at the time of site improvement permit. The project must incorporate the requests made in the Nevada Department of Environmental Protection ("NDEP") Limited Phase II Environmental Site Assessment Report and Remedial Action Plan ("RAP") memo dated November 30, 2017. If a revised RAP is submitted to NDEP and used for the development, the site improvements must meet any applicable requests by NDEP for that RAP. Additionally, the developer must hire a certified environmental manager to supervise the remediation required by the RAP including excavation in landfill areas and disposal.

The physical characteristics of the land do not preclude the development as proposed.

10. The recommendations and comments of those entities reviewing the subdivision request pursuant to NRS 278.330 thru 278.348, inclusive.

The proposed tentative map has been routed to the Nevada Department of Wildlife (NDOW), Nevada Department of Environmental Protection (NDEP) and the Nevada Division of Water Resources. NDOW responded stating that the area surrounding the subject site has been significantly disturbed and the request is not anticipated to have a detrimental impact on wildlife species. Public Works has indicated there is sufficient water supply and sewer capacity to serve the project. Additionally, NDEP and Division of Water Resources must sign the final map prior to recordation.

11. The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands.

The Fire Department will provide fire protection services to the project location. The Fire Department has reviewed the project and did not have any comments related to the request. The MFA zone allows for buildings to be up to 45 feet tall without approval through the public hearing process. The buildings are proposed to have a peak height of 27 feet 1 inch tall, below the threshold to provide for Fire Department ladder truck access to buildings. The development requires fire hydrants consistent with the International Fire Code (2018) Appendix C. Additionally, the project is required to comply with the currently adopted edition of the International Fire Code amendments. The Fire Department will review for compliance with these requirements at the time construction plans are submitted.

12. Recreation and trail easements.

There are no recreational facilities within proximity of the site. However, there will be over eight acres of common open space that will provide tie-in to adjacent development and sidewalks or pathway systems.

Section 17.09.050 (Approval or Denial of PUD Application):

Section 17.09.050 (Approval or Denial of PUD Application) identifies the findings that must be made with regard to approval of a PUD application, including in what respects the plan would or would not be in the public interest with consideration of the following:

1. In what respects the plan is or is not consistent with the statement of objectives of the Planned Unit Development ordinance.

The proposed plan is consistent with the statement of objectives of the PUD ordinance. The proposed project has been designed to meet all requirements of the PUD ordinance, including providing open space and access to light and air. Allowing for the reduced parcel size and modified internal setbacks will allow for the development of a single-family townhome development that includes over eight acres of open space.

2. The extent to which the plan departs from zoning and Planned Unit Development regulations otherwise applicable to the property, including but not limited to density, size and use, and the reasons such departures are or are not deemed to be in the public interest.

The proposed project departs from the setback and minimum lot size for a project within the MFA zoning district but has been designed in compliance with the PUD regulations. Within the

parameters of the PUD regulations, the applicant is proposing to utilize a minimum lot size that is smaller than the underlying MFA zoning district, and to establish zero lot line requirements to accommodate the single family attached product; however, all other provisions with regard to use, density, building height, parking, and open space meet the requirements of the based zoning of MFA as well as the PUD regulations.

3. The purpose, location and amount of the open space in the Planned Unit Development, the reliability of the proposals for maintenance and conservation of the open space and the adequacy or inadequacy of the amount and purpose of the open space as related to the proposed density and type of residential development.

The purpose, location and amount of open space in the PUD is appropriate for the project, and consistent with the requirements. The open space will include approximately 8.17 acres of common open space, most of which will be improved with landscaping and will be accessible to sidewalks and paths. The maintenance responsibility of the common open space will be assigned to a HOA or similar entity.

4. A physical design of the plan and in the manner in which such design does or does not make adequate provision for public services, provide adequate control over vehicular traffic, parking requirements, and further the amenities of light and air, recreation and visual enjoyment.

As detailed in the Engineering Division comments, the physical design of the plan does make adequate provisions for public services and does provide adequate control over vehicular traffic as conditioned. Adequate on-site parking will be provided on each lot with two garages spaces as well as guest parking strategically located throughout the development and additional on-street parking provided along the internal street.

5. The relationship, beneficial or adverse, of the proposed Planned Unit Development to the neighborhood in which it is proposed to be established.

The tentative PUD is an infill project. The development does not propose an increase to the allowed density and proposes a development which serves as a visual and use buffer between the detached single-family development to the east and the commercially zoned properties to the west. The common open space parcel will provide aesthetic interest and connections that will serve the broader neighborhood.

6. In the case of a plan which proposes development over a period of years, the sufficiency of the terms and conditions intended to protect the interest of the public and the residents of the Planned Unit Development in the integrity of the plan.

A phasing plan has been provided showing up to four standalone phases. Per the provisions of CCMC Section 17.09.020, the construction and development of all approved amenities, including open space and support facilities shall occur no later than the construction or development of 25 percent of the dwelling units. The first phase includes a majority of the required open space areas. Each phase will need to take into consideration the amenities, including open space and landscaping within common areas in a cumulative manner to ensure that each phase complies with the PUD requirements, and that the required amenities and open space are constructed prior to the completion of 25% of the units within the PUD.

Attachments

Application- PUD-2025-0066

Mackenzi Ray

From: Ed Skudlarek <epskud@gmail.com>
Sent: Wednesday, April 30, 2025 4:01 PM
To: Planning Department
Subject: [EXTERNAL] Comments on agendized project: PUD-2025-0066

Follow Up Flag: Follow up
Flag Status: Flagged

Comments on agendized project:

PUD-2025-0066 For Possible Action: Discussion and possible action regarding a recommendation to the Board of Supervisors concerning an ordinance approving requested tentative Planned Unit Development ("PUD").

These comments are late for consideration during the Planning Commission meeting today. However, please review them and take them into consideration at an appropriate time with the project review team and project owner.

In my opinion, having a mix of low, medium and high density residential and mixed use neighborhoods is an efficient use of the limited land base. The planning department cannot control the number of people moving to this area. We do not want to live in a more crowded valley, but have to accept that we live in an attractive area and people keep reproducing. So what can the local government do about that? Hopefully through wise land use planning. I believe the proposed updated land use plan is a good one (although residents do have some grievances over location of city hall and downtown redevelopment ideas.)

1. Climate and meterological data show that Carson City has experienced a rapid increase in heat island effect. Warmer daytime and overnight temperatures will increase energy demand to operate cooling appliances. Will these project make use high efficiency cooling appliances to reduce the additional electrical load? Will the project include window treatment or shading devices to reduce direct sunlight entering the housing units? Will the project commit to a homeowners association agreement to maintain shade trees where impervious hardscape retains heat from direct sunlight adding thermal loading to residential units? Tree planting has to take into consideration the potential for wildfire from

adjacent open space and therefore appropriate species and vegetation maintenance is important.
2. High density residential projects adjacent to undeveloped areas that have already been denuded often become disposal areas for urban waste. How might the developer take this into consideration to ensure indirect but associated land use does not impact the river and nearby parkland?
3. The intensity of precipitation events has increased in recent years. Even in the Carson City area precipitation and wind events have exceeded the experience of people living here for many decades. Damaging runoff events and wildfire events in Eagle Valley and nearby demonstrate that rainfall estimates design standards for stormwater runoff control cannot be based on standards from past decades. A factor of safety should be applied to the estimated stormwater flow rates off the developed property. As time goes on, developments tend to gain impervious area anyway, simply as a result of people using the space they have for what they do on their lot. In the SF6 development I live in, many lots have expanded impervious surfaces such as patios, added sidewalks, widened driveways, and compacted soil. Consider conditioning the homeowners association responsibilities to regularly inspect, report and maintain stormwater conveyance and storage facilities.

Keep up the good work. Thanks for your care and consideration for our community.

Ed Skudlarek
3308 Kitchen Drive
Carson City, NV 89701

RECEIVED
APR 30 2025
CARSON CITY
PLANNING DIVISION

To the Planning Commission and Elected Officials,

I am writing to strongly oppose the proposed Planned Unit Development (PUD) to expand the Plateau Subdivision by adding 240 townhome units north and west of Morgan Mill Road. This project is not only incompatible with the existing zoning and infrastructure - it is a clear example of development interests being placed ahead of long-term community health, safety, and environmental stewardship.

Severe Traffic Impacts – Deer Run Road & Morgan Mill Corridor

Deer Run Road is a two-lane residential road, not a collector or arterial designed for high-capacity traffic. It already suffers from:

Current chronic speeding issues, with vehicles frequently exceeding posted limits.

Limited shoulders and no dedicated bike lanes or sidewalks.

Congestion during peak hours, especially at the Deer Run intersection.

This proposed development would introduce at least 1,500+ new vehicle trips per day, with hundreds occurring during the morning and evening rush. That traffic will flow onto Deer Run Road, compounding already existing safety risks for current residents, children, pedestrians, and cyclists.

Furthermore, the only real highway connection is via Highway 50, which already experiences backup at the light, especially during commute hours. Increasing volume without expanding road capacity is a recipe for gridlock - and potential emergency response delays.

Environmental Threat to the Carson River Corridor

This parcel sits dangerously close to the Carson River and its riparian ecosystem, a resource that must be protected. With 240 homes, garages, driveways, and internal streets, the amount of impervious surface will skyrocket, leading to:

Polluted stormwater runoff entering the watershed (oil, sediment, fertilizers).

Erosion and destabilization of nearby soils and tributaries.

Loss of wildlife corridors and habitat fragmentation.

Reduced groundwater recharge, especially during dry months.

This is not theoretical -developments like this have measurable long-term impacts on watershed health and water quality.

Zoning Inconsistencies and Developer Priority

The requested zoning shift conveniently lowers the density while turning land intended for public or regional use into a high-profit residential complex—benefitting the developer, not the public.

If zoning and land use designations can be rewritten this easily, what's the value of any master plan? Community trust erodes every time we watch carefully crafted planning frameworks bypassed by the highest bidder.

Strain on Local Schools – Only One Public High School

Our community is served by only one public high school, which is already operating over capacity. Adding 240 new homes, likely to attract working families with children, will further strain the public school system at all levels.

Concerns include:

Overcrowded classrooms, which reduce educational quality and resources.

Increased traffic during school pick-up and drop-off, worsening congestion.

No publicly disclosed coordination with the school district or plans to accommodate the additional student population.

Approving this development without a full school capacity and enrollment impact study is irresponsible and short-sighted.

I urge the Commission and City Council to:

Deny the project as currently proposed.

- Require a comprehensive traffic impact study focusing on Deer Run, Morgan Mill, and the Highway 50 connection
- Require a school capacity study and coordination with the local school district
- Require a hydrological and environmental review to assess impacts on the Carson River
- Uphold existing zoning integrity, especially regarding Public Regional land use

This project may bring money in the short term, but it brings traffic, runoff, school overcrowding, and zoning loopholes in the long run.

Respectfully Submitted by Long Term Carson City Resident,

Jacquelyn Sandage

Deer Run Road Resident for 30 years.

RECEIVED
APR 30 2025
CARSON CITY
PLANNING DIVISION

This letter is also being submitted to Carson City Public Works

To Whom It May Concern,

I am writing to formally place Carson City on notice regarding the dangerous and worsening speeding conditions on Deer Run Road and Pinion Hills Drive, which are both two-lane roads running through congested residential neighborhoods.

In recent years, traffic has increased substantially, including a growing presence of off-road vehicles. An estimated 90% of drivers routinely ignore the posted 25 MPH speed limit, creating a constant and serious threat to pedestrians, cyclists, children/youth, and local families. The addition of 240 units in the proposed Plateau Subdivision will undoubtedly and exponentially increase this already hazardous situation.

Despite multiple efforts by myself and neighbors to seek assistance, no city official has contacted us to explore or implement solutions. A neighbor spoke with a city representative named Chris (last name purposefully redacted), who not only dismissed our concerns but suggested increasing the speed limit and stated that speed bumps "aren't a solution." This response is not only unacceptable and ill-informed — it is reckless. Furthermore, he incorrectly asserted that the existing rumble strips on the north side of Deer Run Road were still effective. These rumble strips have long been paved over and are unequivocally ineffective. In truth, they were never effective to begin with. Rumble strips often represent little more than "feel-good" measures - appearing to address speeding concerns without delivering meaningful results.

As a former Nevada State Trooper (retired as a Regional Captain), I can attest that increasing speed limits has predictable and potentially dangerous consequences. When the speed limit through Washoe Valley was raised from 55 to 70 MPH, drivers adjusted upward — and 80+ MPH is now the norm. Suggesting a speed limit increase in an area already plagued by chronic speeding, especially in a densely populated residential zone, is both irresponsible and contrary to public safety principles.

I respectfully request that Carson City implement the following traffic calming measures:

- Immediately expand and enhance 25 MPH speed limit signage along Deer Run Road, Pinion Hills Drive, and Carson River Road. Current signage is grossly inadequate and fails to deter the overwhelming number of drivers treating these roads as high-speed corridors. Clearly posted, highly visible, and frequently repeated signs — coupled with radar feedback displays — are a baseline measure to encourage compliance and demonstrate that Carson City prioritizes resident safety.

- Install speed humps — not speed bumps — specifically designed for residential streets. Speed humps are well-documented as effective for traffic calming.
  Supporting studies include:

Federal Highway Administration (FHWA): Speed humps reduce vehicle speeds by approximately 10 MPH.

ResearchGate: Round-top and flat-top humps reduced vehicle speeds by 46% and 52% respectively in a campus study.

American Journal of Public Health: Speed humps reduce the odds of child pedestrian injury or death by 53–60%.

FHWA Traffic Calming ePrimer: Speed humps reduce overall vehicle volumes and speeds.

Compatibility with Snow Plow Operations: While Deer Run Road is among the last to receive snow removal during winter, speed humps can still be compatible with snow operations if properly designed. Plow blades must be adjusted accordingly, and permanent asphalt humps are more durable. Solutions include reflective paint, vertical signage, raised pavement markers, and proper drainage planning. Operators must be trained to lift blades when crossing humps to prevent damage.

- Install radar speed feedback signs to educate drivers and improve voluntary compliance.
- Increase short-term enforcement while developing and implementing a long-term traffic calming plan.

This letter serves as formal written notice that the City of Carson City has been advised of an escalating public safety issue. If injuries or fatalities occur, Carson City representatives will not be able to claim a lack of awareness or public input.

Additional Concerns Regarding Plateau Phases Development

The proposed Plateau Phases project — a 90-acre merger and re-subdivision located at the end of Morgan Mill Road — presents significant safety and community impact concerns, including:

Traffic and Road Safety

Morgan Mill Road, Deer Run Road, and Pinion Hills Drive are already overburdened. This development will substantially increase traffic volume, compounding speeding issues and elevating risk to pedestrians. These roads were never designed for high-density traffic and now represent chokepoints, especially with single main access.

With the impending traffic surge, the likelihood of collisions, injuries, or fatalities will only rise. This issue has not been adequately addressed by either the City or the financially incentivized developer, with no incumbent fiduciary public safety responsibilities or duties. Let there be no doubt: routing hundreds of additional vehicles daily onto Highway 50, Deer Run Road, Pinion Hills and Carson River Road via Morgan Mill Road will have major traffic safety implications.

Environmental Impact
The Carson River is directly at risk from increased runoff, habitat loss, and contamination. Developing near riparian zones violates basic watershed protection principles.

Infrastructure Strain
The water and sewer systems may not support this added population without significant investment. The development also threatens to raise long-term public maintenance costs.

Loss of Rural Character
This project erodes the semi-rural atmosphere and introduces high-density sprawl next to scenic and recreational river areas.

Public Services Burden
Carson City has only one high school. This development will further strain already stretched educational, emergency, and municipal services.

Developer Influence and Community Dismissal
Planning decisions appear to favor developer timelines over the well-being of long-time residents. Citizens who have lived here for over 30 years continue to be ignored. Requests for enforcement, traffic calming, or alternative planning have been met with silence or dismissal.

The time for inaction has passed. I have repeatedly reached out for over a year now (via Carson City Supervisor Ward 4, Lisa Schuette) for the Public Works Department to address safety concerns in the Pinion Hills community. Supervisor Schuette has been incredibly responsive and persistent, yet representatives from Public Works have demonstrated a lack of follow-through - if not outright sustained avoidance.

I am more than willing, as are many Pinion Hills residents, to meet in person and work toward meaningful solutions. If necessary, I will organize a petition to demonstrate community support. As a Carson City resident of over 30 years, I expect discussion, collaboration, and action — not bureaucratic dismissal.

Sincerely,
Jacquelyn Sandage
Deer Run Road Resident – 30+ Years
(775) 720-8912

LATE MATERIAL ITEM

6.E

PUBLIC COMMENT

Mackenzi Ray

From: David Spencer <dlspencer2@gmail.com>
Sent: Monday, April 28, 2025 9:08 PM
To: Planning Department
Subject: [EXTERNAL] Re: Plateau Subdivision traffic

Please disregard the unfinished email of 20:54, my computer glitched. Please see below for completion.

On Apr 28, 2025, at 20:54, David Spencer <dlspencer2@gmail.com> wrote:

Hello,
Regarding subject; in the project material and Traffic Impact Study there appears to be no reference to increased traffic flow on Deer Run, Laurel, Pinion Hills, and Carson River Road. Although I could not grade these four routes for their condition, per the grading criteria released by the City at least, I would consider them to be a C+ at best due to expansion cracks and the like. As for the first three named, they appear to get very little maintenance attention as is per my 13-year observation from living on the corner of Deer Run and Pursia Road. Besides their current condition, were they initially constructed to be adequate to support future traffic needs not only for this project but to 2050? As I understand it, the Northern portion of Deer Run from Sedge Road was still dirt until 1994. There has been considerable housing increase and traffic loading since that time. Is there a plan for these roads?
An additional concern that is ongoing is excessive vehicle speed as vehicles enter this housing area from the North on Deer Run and as they launch going North exiting the area. Being just one block from the speed limit change from 35 to 25 I witness vehicles driving well in excess of the speed limit multiple times a day. Personal estimates of 50 mph in either direction occur at least a few times a week. Thirteen years ago there were no families with school aged children in the Sedge to Artemesia area, there are multiple now. The rumble strips cut into Deer Run North of Sedge only annoy those who live here, they do not assist with slowing drivers down. This is another area that receives limited attention from the City as we have seen a CCSO radar trailer in this area may be twice in 13-years and only occasionally a Deputy passing through.

I understand that “East Siders” typically would prefer limited involvement from the City and the housing density is much lower here however, if the City is going to approve developments that impact this area some attention will have to come this way.

Thank you,
Dave Spencer
5951 Pursia Road
775-671-5907

ANTICIPATED PHASING PLAN

PLATEAU TOWNHOMES

CARSON CITY, NEVADA

APRIL, 2025

LEGEND:

OPEN SPACE AREA

SITE INFORMATION:

PROJECT TOTAL
- AREA=21.16 AC
- UNITS=240
- PARKING REQUIRED=600 STALLS
- OPEN SPACE REQUIRED=6.35 AC

PHASE 1
- AREA=8.03 AC
- UNITS=56
- PARKING
  - REQUIRED=140 STALLS
  - PROVIDED=195 STALLS
- OPEN SPACE
  - REQUIRED=2.41 AC (30%)
  - PROVIDED=4.45 AC (55.4%)

PHASE 2
- AREA=4.00 AC
- UNITS=52
- PARKING (CUMULATIVE)
  - REQUIRED=270 STALLS
  - PROVIDED=316 STALLS
- OPEN SPACE (CUMULATIVE)
  - REQUIRED=3.61 AC (30%)
  - PROVIDED=5.70 AC (47.4%)

PHASE 3
- AREA=5.05 AC
- UNITS=73
- PARKING (CUMULATIVE)
  - REQUIRED=453 STALLS
  - PROVIDED=502 STALLS
- OPEN SPACE (CUMULATIVE)
  - REQUIRED=5.12 AC (30%)
  - PROVIDED=6.94 AC (40.6%)

PHASE 4
- AREA=4.09 AC
- UNITS=59
- PARKING (CUMULATIVE)
  - REQUIRED=600 STALLS
  - PROVIDED=637 STALLS
- OPEN SPACE (CUMULATIVE)
  - REQUIRED=6.35 AC (30%)
  - PROVIDED=8.17 AC (38.6%)

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard
Reno, NV 89502
Tel 775.823.4068
Fax 775.823.4066

J:\Jobs\4048_Plateau_Project\Plateau_Project_MFR\Planning\Exhibits\EXH_PLATEAU_PRELIM_PHASING.dwg 4/11/2025 11:00 AM Jillian Wilbrecht

Civil Engineering
Surveying
Water Resources Management
Construction Management
Landscape Architecture
Land Planning

MEMO

To: Carson City Public Works

From: Travis Sulezich

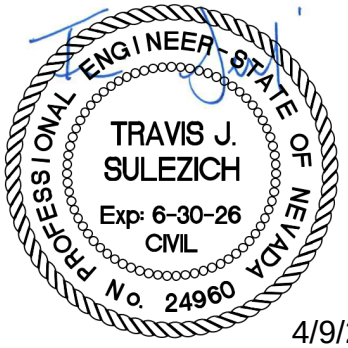
Date: 4/9/2025

Re: Technical Water Master and Phase 1 Report for the Plateau Development

The updated summary section 4.1 for the Technical Water Master and Phase 1 Report for the Plateau Development has been updated to include language to describe in more detail the area included for the report. The attached page can be replaced within the Technical Water Master and Phase 1 Report for the Plateau Development.

If you have any questions or concerns, please contact Travis Sulezich at Manhard Consulting (775-321-6537, tsulezich@manhard.com).

Sincerely,
Manhard Consulting



Travis Sulezich, P.E.
Project Manager

4/9/25

- MDD fire – J-35, 4000 gpm – Drako Way J-35=51psi
- MDD fire – J-4, 2500 gpm – Drako Way J-35=60 psi
- PHD - J-35 Drako Way – 62 psi
- PHD – Velocity less than 1 fps

Fire flow conditions for Full Build Out were applied at junction J-61 single family and J-35 Drako Way with pressure above the 20 psi minimum in the table above. For MDD and PHD pressures are above the minimums as well as pipe velocities below the maximums.

Fire flow conditions for Phase 1 were applied at junction J-31 single family and J-35 Drako Way with pressure above the 20 psi minimum in the table above. For MDD and PHD pressures are above the minimums as well as pipe velocities below the maximums.

4 CONCLUSIONS AND RECOMMENDATIONS

4.1 Summary

The analysis of the existing water system with the addition of the proposed Plateau Development tentative map including the future Plateau Phase 1 development, shows no adverse effects on the water system as a whole. The existing water system that is part of the 4880 Zone can provide the fire flow of 1,500 gpm for the residential area and for the industrial areas and satisfy the pressure and velocity requirements in accordance with Carson City Municipal Code 2005 and NAC 445A.

The Future Build Out of the Plateau project will include the future phases of the single family area as well as upgrades to the Hwy 50 booster station and the utilization of the Hwy 50 tank for supply and fire suppression of those future phases.

5 REFERENCES

Black & Veatch. (2010). *Integrated Water Supply and Facility Plan*. Job No. BV PN 166932. Carson City, NV

Carson City Municipal Code. (2005). https://library.municode.com/nv/carson_city/codes/code_of_ordinances?nodeId=CANEMUCO2005

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Hope Sullivan, Community Development Director

Agenda Title: For Possible Action: Discussion and possible action regarding an application (AB-2025-0089) from Carson City Community Counseling Center ("Applicant") for the abandonment of a portion of South Pratt Avenue, a public right-of-way, totaling approximately 1,680 square feet which is an 8 foot wide by 210 foot long strip of land that lies along S Pratt Avenue between E 2nd Street and E 5th Street adjacent to 229 S Pratt Avenue, 0 S Pratt Avenue and 221 S Pratt Avenue, Assessor's Parcel Numbers ("APNs") 004-092-29, 004-092-30 and 004-092-31. (Heather Manzo, hmanzo@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** 5 min

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Proposed Motion
I move to approve the abandonment as presented.

Board's Strategic Goal
Quality of Life

Previous Action
April 30, 2025 (Item 6.D) - The Planning Commission held a public hearing and following a staff presentation and public comment, has forwarded a recommendation to the Board of Supervisors ("Board") by an affirmative vote of 7-0 for the approval of the abandonment request.

Background/Issues & Analysis
The subject strip of right-of-way was orphaned as a result of a previous incomplete abandonment process. South Pratt Avenue was created by the Official Map of Valley Park Subdivision, recorded September 23, 1906, as Tract Map No. 1, in the Official Records of Carson City, Nevada. The original right-of-way width for South Pratt Avenue was 82 feet (41-foot half width) per Valley Park Subdivision. On September 7, 1965, during a regular meeting of the Carson City Board of Supervisors, there was a motion made to reduce the right-of-way width from 82 feet to 66 feet (33-foot half width). Though the Board approved the reduced right-of-way width, the area was not formally abandoned, and no documentation was recorded to reflect the change of right-of-way. However, a formal abandonment request was approved by the Board on November 17, 1998, that assumed the 1965 action was formalized, which abandoned the right-of-way, making the half street width on the east side of South Pratt Avenue 25 feet wide instead of 33 feet wide. The Applicant has made this request for abandonment to clean up the map to eliminate the right-of-way sliver for the subject properties.

The Board is authorized to approve and deny public access easements and public right-of-way abandonments. The Planning Commission makes a recommendation to the Board. Additional

information is contained in the attached Memorandum dated May 19, 2024. If the Board makes all findings in the affirmative, approving the abandonment, the Planning Commission's recommended conditions of approval are contained in the attached Memorandum. The April 30, 2025 Planning Commission staff report and associated application materials are attached to this report.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 278.480 and CCMC Title 17, Chapter 17.15

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives
Approve the application with modifications to the conditions of approval, deny the application and/or provide alternative direction to staff.

Attachment(s):
Site Map

Memo to BOS - AB-2025-0089

Order of Abandonment - AB-2025-0089 (Pratt Avenue)

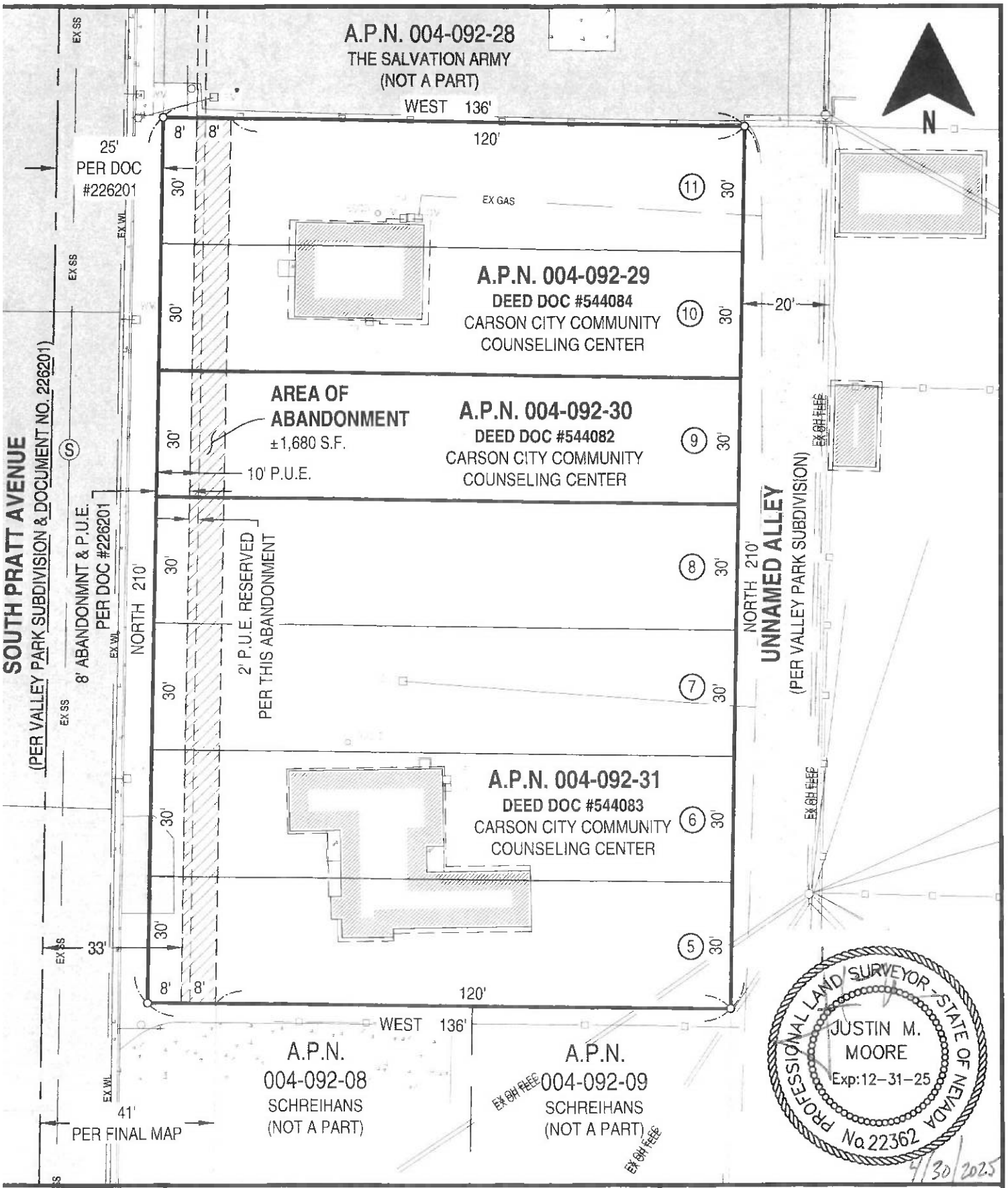
Abandonment Order Exhibits

6.D PC Staff Report with Supporting Material

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

AB-2025-0089



Project No: **24-665** Scale: **1"=30'** Sheet No: **1 of 1**	**SITE MAP** **PROPOSED PARTIAL ABANDONMENT OF S. PRATT AVE** **SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15N., R.20E, M.D.M.** **CARSON CITY** **NEVADA**	**JKAE** 777 S. CENTER STREET, #104 RENO, NV 775-530-0926 WWW.JKAEDESIGN.COM

CARSON CITY
PLANNING DIVISION

108 E. Proctor Street
Carson City, Nevada 89701
(775) 887-2180
Hearing Impaired: 711

MEMORANDUM
Board of Supervisors Meeting of June 5, 2025

TO: Board of Supervisors

FROM: Heather Manzo
Associate Planner

DATE: May 19, 2025

SUBJECT: For Possible Action: Discussion and possible action regarding an application (AB-2025-0089) by Carson City Community Counseling Center ("Applicant") for the abandonment of a portion of South Pratt Avenue, a public right-of-way, totaling approximately 1,680 square feet which is an 8 foot wide by 210 foot long strip of land that lies along S Pratt Avenue between E 2nd Street and E 5th Street adjacent to 229 S Pratt Avenue, 0 S Pratt Avenue, and 221 S Pratt Avenue, Assessor's Parcel Numbers ("APNs") 004-092-29, 004-092-30 and 004-092-31.

The Board of Supervisors ("Board') is authorized to approve or deny a request to abandon public right-of-way or public access easements following a recommendation from the Planning Commission. At its meeting on April 30, 2025, the Planning Commission recommended that the Board abandon the subject access easement, subject to the following recommended conditions of approval:

1. Prior to the recordation of said abandonment, the Applicant shall be responsible for the submittal of all necessary legal documentation and title search materials as required by the Planning Division of the Carson City Community Development Department to fully complete the abandonment process.

2. The applicant must sign and return the Notice of Decision for conditions of approval within 21 days of receipt of notification. If the Notice of Decision is not signed and returned within 21 days, then the item may be rescheduled for the next Planning Commission meeting for further consideration. This Notice of Decision will be mailed to the applicant for signature after approval by the Board of Supervisors.

3. Conditional approval for the requested abandonment shall expire one year after Board of Supervisors approval of the original application unless an extension of time has been granted by the Board of Supervisors.

4. Prior to the recordation of the abandonment order, the Applicant must demonstrate that the there is a public utility easement ("PUE") reserved along the Pratt Street frontage to complete the standard ten-foot-wide PUE along street frontages.

It is worth noting that following the Planning Commission meeting, the Applicant submitted updated exhibits which satisfy Condition No. 4. The abandonment order exhibits as shown satisfy Condition No. 4 and as such, the condition may be eliminated with the Board's motion.

Assessor's Parcel Numbers ("APNs"): 004-092-29, 004-092-30 and 004-092-31

AN ORDER ABANDONING AN 8-FOOT-WIDE BY APPROXIMATELY 210 FOOT LONG STRIP OF RESIDUAL PUBLIC RIGHT-OF-WAY THAT RUNS SOUTH TO NORTH COMMENCING AT THE NORTHWEST CORNER OF APN 004-092-08, EXTENDING EIGHT FEET TO THE WEST AND 210 FEET TO THE NORTH TERMINATING AT THE NORTH PROPERTY LINE OF 004-092-29, LOCATED BETWEEN APNS 004-092-29, 004-092-30 AND 004-092-31 AND PREVIOUSLY ABANDONED LAND LOCATED TO THE WEST OF THE ABANDONMENT AREA AS RECORDED BY DOCUMENT NO. 226201, WITH AN ABANDONMENT AREA TOTALING APPROXIMATELY ±1,680 SQUARE FEET IN SIZE.

WHEREAS, on February 28, 2025, Carson City Community Counseling Center, ("APPLICANT") duly filed a written application seeking vacation and abandonment of a public right-of-way, totaling approximately ±1,680 square feet in size; and

WHEREAS, the application was thereafter referred to the Carson City Planning Commission and a public hearing was thereafter duly noticed and held before the Planning Commission on April 30, 2025. At the public hearing testimony was taken and the Commission, after discussion and deliberation, recommended approval of abandonment of the subject right-of-way to the Carson City Board of Supervisors, finding that the public would not be materially injured by the vacation; and

WHEREAS, the Carson City Board of Supervisors, at their regular and duly noticed meeting of June 5, 2025, found that the public would not be materially injured by the proposed vacation, and accordingly ordered the abandonment of the public right-of-way in question pursuant to the provisions of NRS 278.480, which among its provisions, requires a written order to be prepared and recorded in the office of the Carson City Recorder; and

WHEREAS, the vacation and abandonment of the subject right-of-way is more particularly described on the attached Exhibit A and depicted in Exhibit A-1; the existing

APN legal descriptions of each property are described and depicted on attached Exhibits B, B-1, D, D-1, F and F-1; and the resultant parcels are described and depicted on attached Exhibits C. C-1, E, E-1, G and G-1 and the abandonment area will be reverted to the abutting parcels (APNs 004-092-29, 004-092-30 and 004-092-31), thereby eliminating the residual sliver of right-of-way adjacent to the subject properties.

NOW, THEREFORE, the Board of Supervisors hereby orders:

1. That the above-described right-of-way is hereby abandoned according to the provisions of NRS 278.480.

2. That if a utility company has a utility or an easement over or under the property hereby vacated and abandoned by this order, said easement or easements shall be continued and shall not be affected by the abandonment.

ORDERED this ___ day of _____, 2025, by the Carson City Board of Supervisors.

_____

LORI BAGWELL, MAYOR

ATTEST:

_____

WILLIAM SCOTT HOEN, Clerk-Recorder

EXHIBIT A
LEGAL DESCRIPTION FOR PROPOSED ABANDONMENT

All that certain real property situate within a portion of the Southeast One-Quarter (SE 1/4) of Section Seventeen (17), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, being a portion of Pratt Avenue adjacent to Block 5 as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada being more particularly described as follows:

BEGINNING at the northwest corner of Lot 11 within aforesaid Block 5;

THENCE southerly coincident with the westerly line of Lots 11, 10, 9, 8, 7, 6 and 5 within said Block 5, South 0°00'00" West, 210.00 feet to the southwest corner of said Lot 5;

THENCE westerly departing said westerly line, North 90°00'00" West, 8.00 feet;

THENCE North 0°00'00" East, 3.59 feet to the southeast corner of a Right-of-Way Abandonment for South Pratt Avenue, recorded November 17, 1998, as File No. 226201, Official Records of Carson City, Nevada;

THENCE northerly coincident with the easterly Right-of-Way of South Pratt Avenue as described within said Abandonment, North 0°00'00" East, 206.41 feet (North 00°57'37" East per Abandonment No, 226201) to an apparent intersection with said easterly Right-of-Way and the northerly line of aforesaid Lot 11;

THENCE easterly departing said easterly Right-of-Way, South 90°00'00" East, 8.00 feet to the **POINT OF BEGINNING** and end of this description.

RESERVING THEREFROM, the westerly 2.00 feet thereof for a Public Utility Easement. Said easement shall be for the purposes of installing and maintaining utility facilities to that parcel, with the right to exist that parcel with said utility facilities for the purpose of serving adjacent parcels.

Containing 1,680 square feet of land, more or less.

SEE EXHIBIT A-1 attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is identical to that as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada

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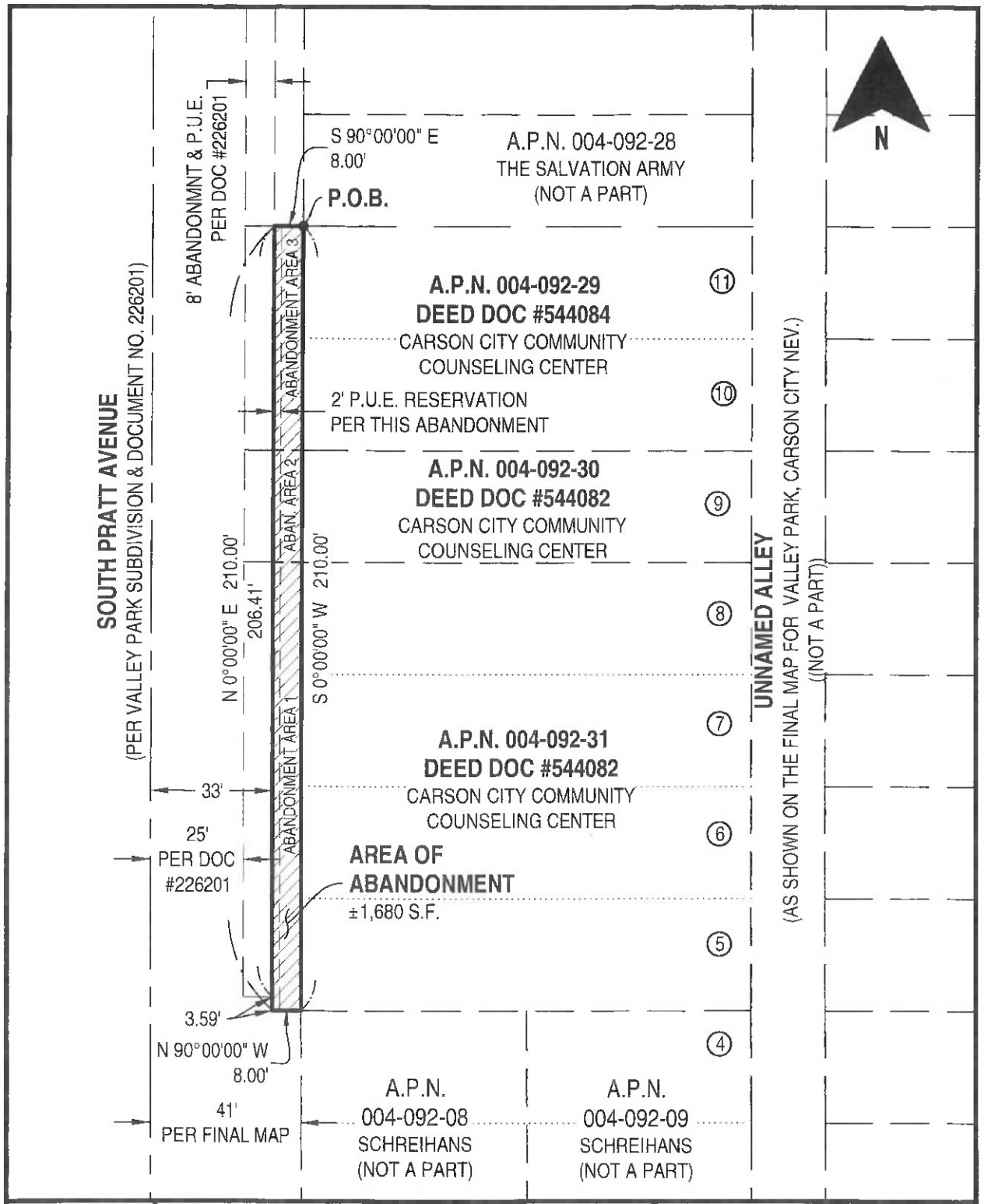
PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

4/30/2025



Project No: 24-665	**EXHIBIT A-1**	JKAE
Scale: 1"=30'	**PROPOSED PRATT AVENUE ABANDONMENT WITHIN BLOCK 5 OF THE VALLEY PARK SUBDIVISION**	
Sheet No: 1 of 1	**SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.**	
	CARSON CITY NEVADA	WWW.JKAEDESIGN.COM

EXHIBIT B
LEGAL DESCRIPTION FOR
EXISTING A.P.N. 004-092-31

All that certain real property situated in the County of Carson City, State of Nevada, described as follows:

Lots 5, 6, 7 and 8, in Block 5, of VALLEY PARK ADDITION, according to the Map thereof, filed in the Office of the County Recorder of Carson City, Nevada, on September 20, 1906, in Book 31 of Powers, Plats and Miscellaneous, Page 213.

Together with that portion of S. Pratt Avenue abandoned by An Order Abandoning Public Right-of-way recorded November 17, 1998, as Document No. 226201, Official Records of Carson City, Nevada.

NOTE: The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Carson City, Nevada, as Document No. 544083, recorded December 18, 2023, of Official Records.

Containing 15,371 square feet of land, more or less.

SEE EXHIBIT B-1 attached hereto and made a part hereof.

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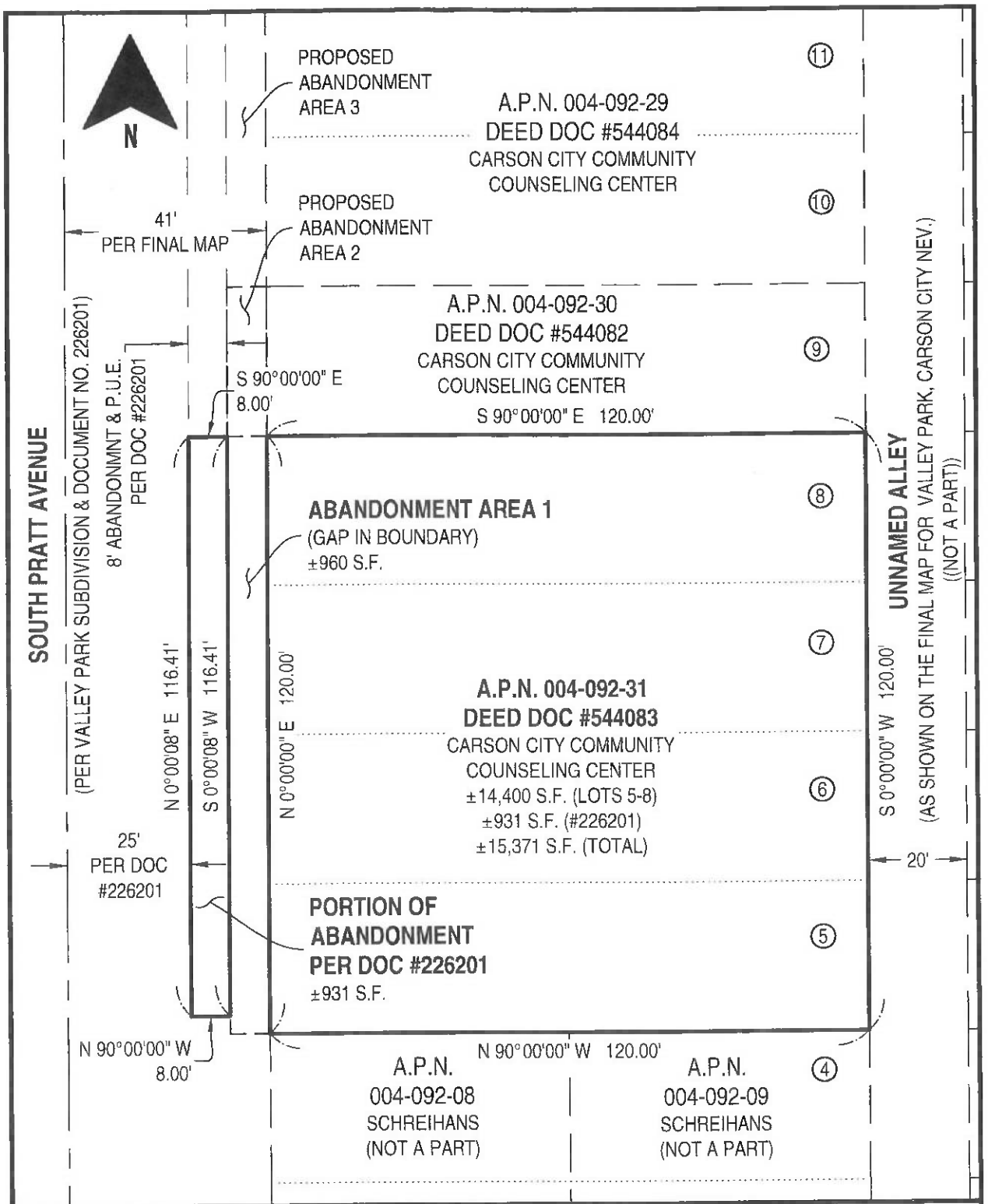

Project No: 24-665	**EXHIBIT B-1**	JKAE
Scale: 1"=30'	**EXISTING BOUNDARY FOR A.P.N. 004-092-31**	
Sheet No: 1 of 1	**SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.**	
	CARSON CITY NEVADA	WWW.JKAEDESIGN.COM

EXHIBIT C
LEGAL DESCRIPTION FOR RESULTANT PARCEL 1

All that certain real property situate within a portion of the Southeast One-Quarter (SE 1/4) of Section Seventeen (17), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, being more particularly described as follows:

BEGINNING at the northeast corner of Lot 8 within Block 5 as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada;

THENCE southerly coincident with the easterly line of Lots 8, 7, 6, and 5 within said Block 5, South 0°00'00" West, 120.00 feet to the southeast corner of said Lot 5;

THENCE westerly coincident with and on a projection thereof the southerly line of said Lot 5, North 90°00'00" West 128.00 feet;

THENCE northerly departing said southerly line, North 0°00'00 East, 3.59 feet more or less, to the southeast corner of a Right-of-Way Abandonment for South Pratt Avenue, recorded November 17, 1998, as File No. 226201, Official Records of Carson City, Nevada;

THENCE westerly coincident with the southerly line of said Abandoned Right-of-Way, South 90°00'00" West, 8.00 feet (South 89°06'26" West, 8.00 feet per Abandonment No, 226201) to the southwest corner of said Right-of-Way Abandonment;

THENCE northerly coincident with the easterly Right-of-Way of South Pratt Avenue as described within said Abandonment, North 0°00'00" East, 116.41 feet (North 00°57'37" East per Abandonment No, 226201) to an apparent intersection with said easterly Right-of-Way and the northerly line of aforesaid Lot 8;

THENCE easterly coincident with said northerly line and the projection thereof, South 90°00'00" East, 136.00 feet to the **POINT OF BEGINNING** and end of this description.

RESERVING THEREFROM, the westerly 10.00 feet thereof for a Public Utility Easement. Said easement shall be for the purposes of installing and maintaining utility facilities to that parcel, with the right to exist that parcel with said utility facilities for the purpose of serving adjacent parcels.

Containing 16,291 square feet of land, more or less.

SEE EXHIBIT C-1 attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is identical to that as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada

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JUSTIN M. MOORE
Exp: 12-31-25
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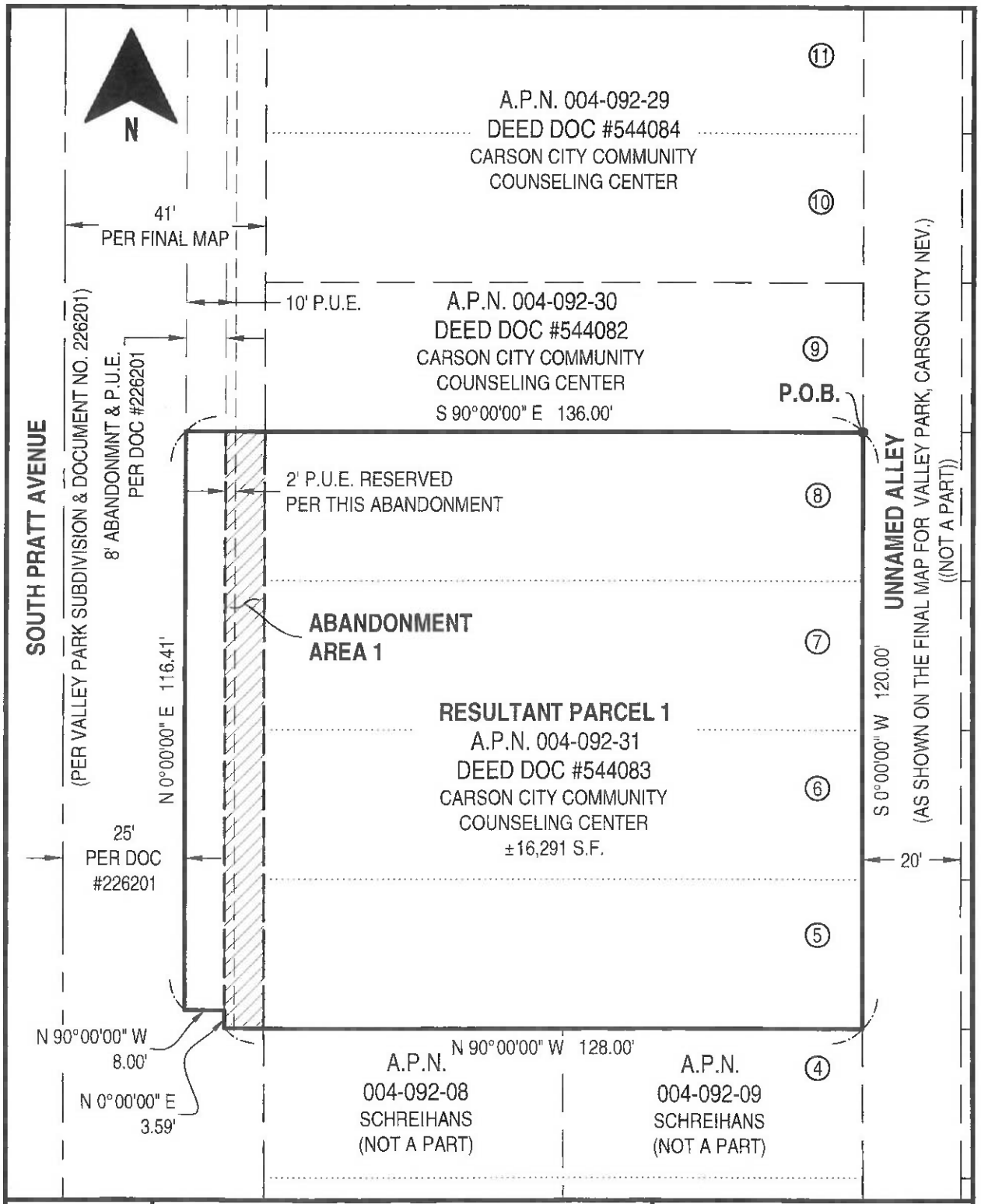
4/30/2025



Project No: 24-665	**EXHIBIT C-1**
Scale: 1"=30'	**RESULTANT BOUNDARY FOR A.P.N. 004-092-31**
Sheet No: 1 of 1	**SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.**
	CARSON CITY NEVADA

JKAE

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EXHIBIT D
LEGAL DESCRIPTION FOR EXISTING A.P.N. 004-092-30

All that certain real property situated in the County of Carson City, State of Nevada, described as follows:

Lot 9, in Block 5, of VALLEY PARK ADDITION, according to the Map thereof, filed in the Office of the County Recorder of Carson City, Nevada, on September 20, 1906, in Book 1 of Maps, Page 1.

Together with that portion of S. Pratt Avenue abandoned by document recorded November 17, 1998, as Document No. 226201, Official Records of Carson City, Nevada.

NOTE: The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Carson City, Nevada, as Document No. 544082, recorded December 18, 2023, of Official Records.

Containing 3,840 square feet of land, more or less.

SEE EXHIBIT D-1 attached hereto and made a part hereof.

Prepared By:

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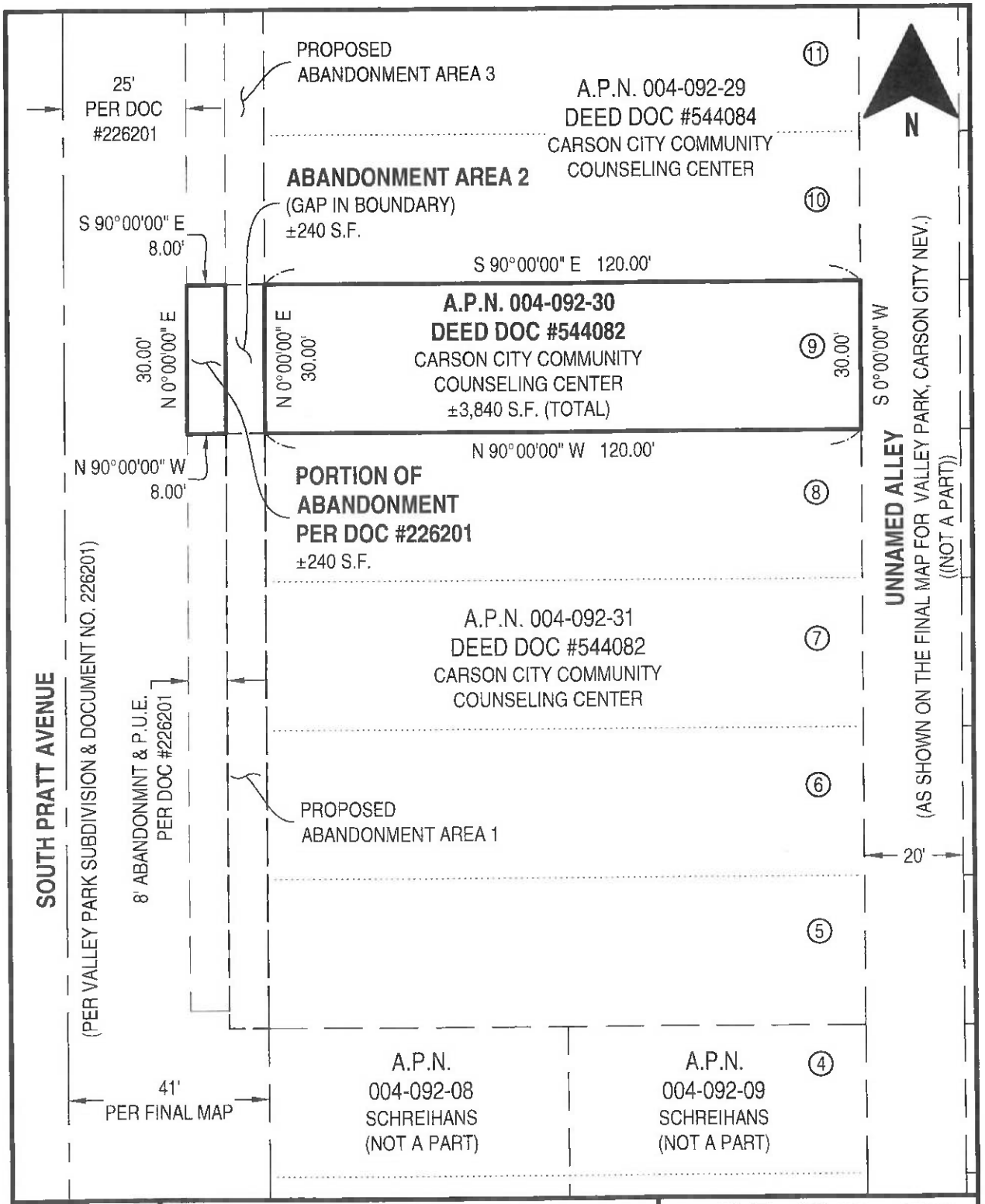
4/30/2025



Project No: 24-665	**EXHIBIT D-1**	JKAE
Scale: 1"=30'	**EXISTING BOUNDARY FOR**	
Sheet No: 1 of 1	**A.P.N. 004-092-30**	
	SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.	
	CARSON CITY **NEVADA**	WWW.JKAEDESIGN.COM

EXHIBIT E
LEGAL DESCRIPTION FOR RESULTANT PARCEL 2

All that certain real property situate within a portion of the Southeast One-Quarter (SE 1/4) of Section Seventeen (17), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, being more particularly described as follows:

BEGINNING at the northeast corner of Lot 9 within Block 5 as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada;

THENCE southerly coincident with the easterly line of said Lot 9,
South 0°00'00" West, 30.00 feet to the southeast corner of said Lot 9;

THENCE westerly coincident with and on a projection thereof the southerly line of said Lot 9,
North 90°00'00" West 136.00 feet to a point coincident with the easterly Right-of-Way of South Pratt Avenue as described within that certain Right-of-Way Abandonment, recorded November 17, 1998, as File No. 226201, Official Records of Carson City, Nevada;

THENCE northerly coincident with said easterly Right-of-Way, North 0°00'00" East, 30.00 feet (North 00°57'37" East per Abandonment No, 226201) to an apparent intersection with said easterly Right-of-Way and the northerly line of aforesaid Lot 9;

THENCE easterly coincident with said northerly line and the projection thereof, South 90°00'00" East, 136.00 feet to the **POINT OF BEGINNING** and end of this description.

RESERVING THEREFROM, the westerly 10.00 feet thereof for a Public Utility Easement. Said easement shall be for the purposes of installing and maintaining utility facilities to that parcel, with the right to exist that parcel with said utility facilities for the purpose of serving adjacent parcels.

Containing 4,080 square feet of land, more or less.

SEE EXHIBIT E-1 attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is identical to that as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada

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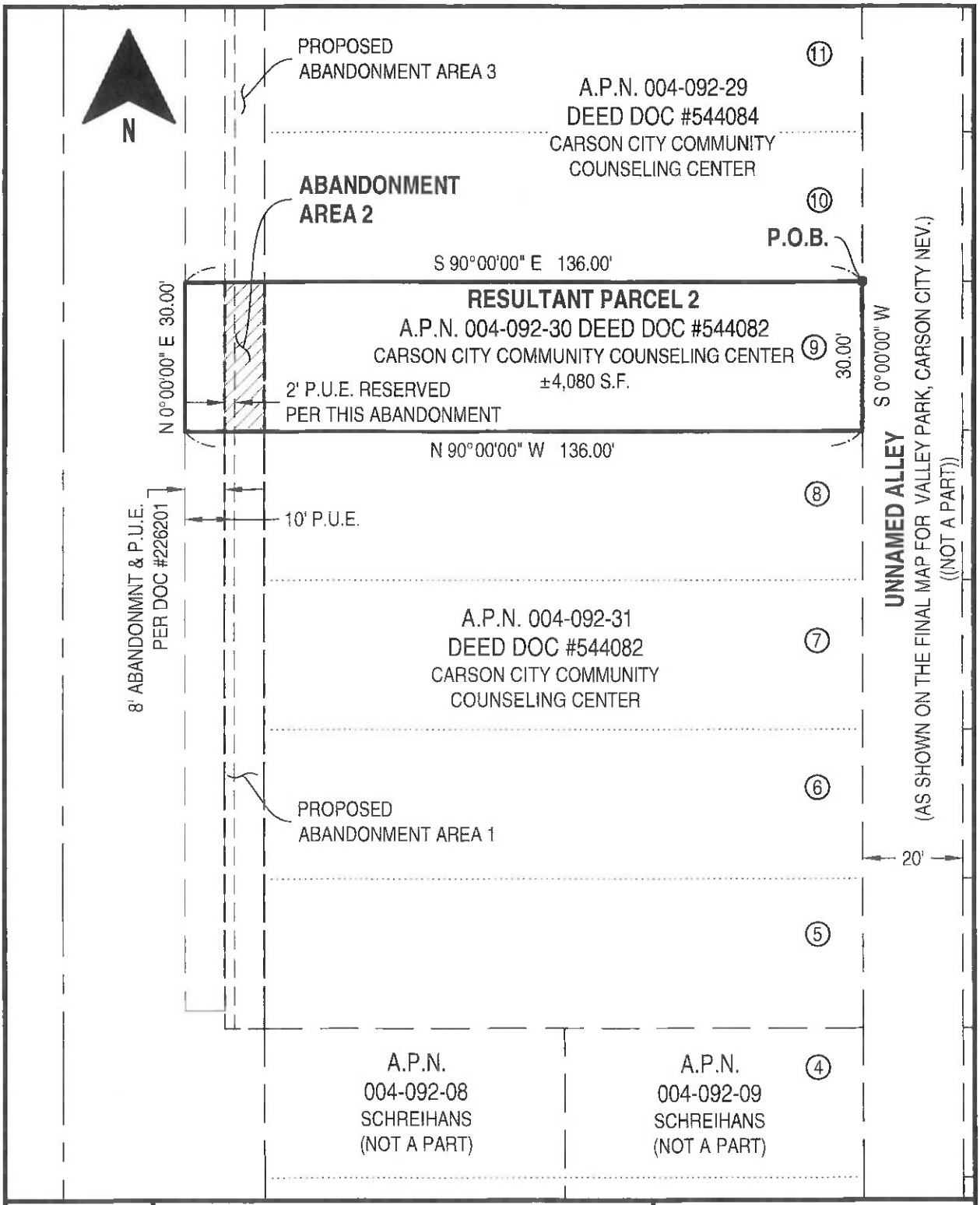
4/30/2025



Project No: 24-665	**EXHIBIT E-1**	JKAE
Scale: 1"=30'	**RESULTANT BOUNDARY FOR**	
Sheet No: 1 of 1	**A.P.N. 004-092-30**	
	SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.	
	CARSON CITY **NEVADA**	WWW.JKAEDESIGN.COM

EXHIBIT F
LEGAL DESCRIPTION FOR EXISTING A.P.N. 004-092-29

All that certain real property situated in the County of Carson City, State of Nevada, described as follows:

Lots 10 and 11, in Block 5, of VALLEY PARK ADDITION, according to the Map thereof, filed in the Office of the County Recorder of Carson City, Nevada, on September 20, 1906, in Book 1 of Maps, Page 1.

Together with that portion of S. Pratt Avenue abandoned by document recorded November 17, 1998, as Document No. 226201, Official Records of Carson City, Nevada.

NOTE: The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Carson City, Nevada, as Document No. 544082, recorded December 18, 2023, of Official Records.

Containing 7,680 square feet of land, more or less.

SEE EXHIBIT F-1 attached hereto and made a part hereof.

Prepared By:

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PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
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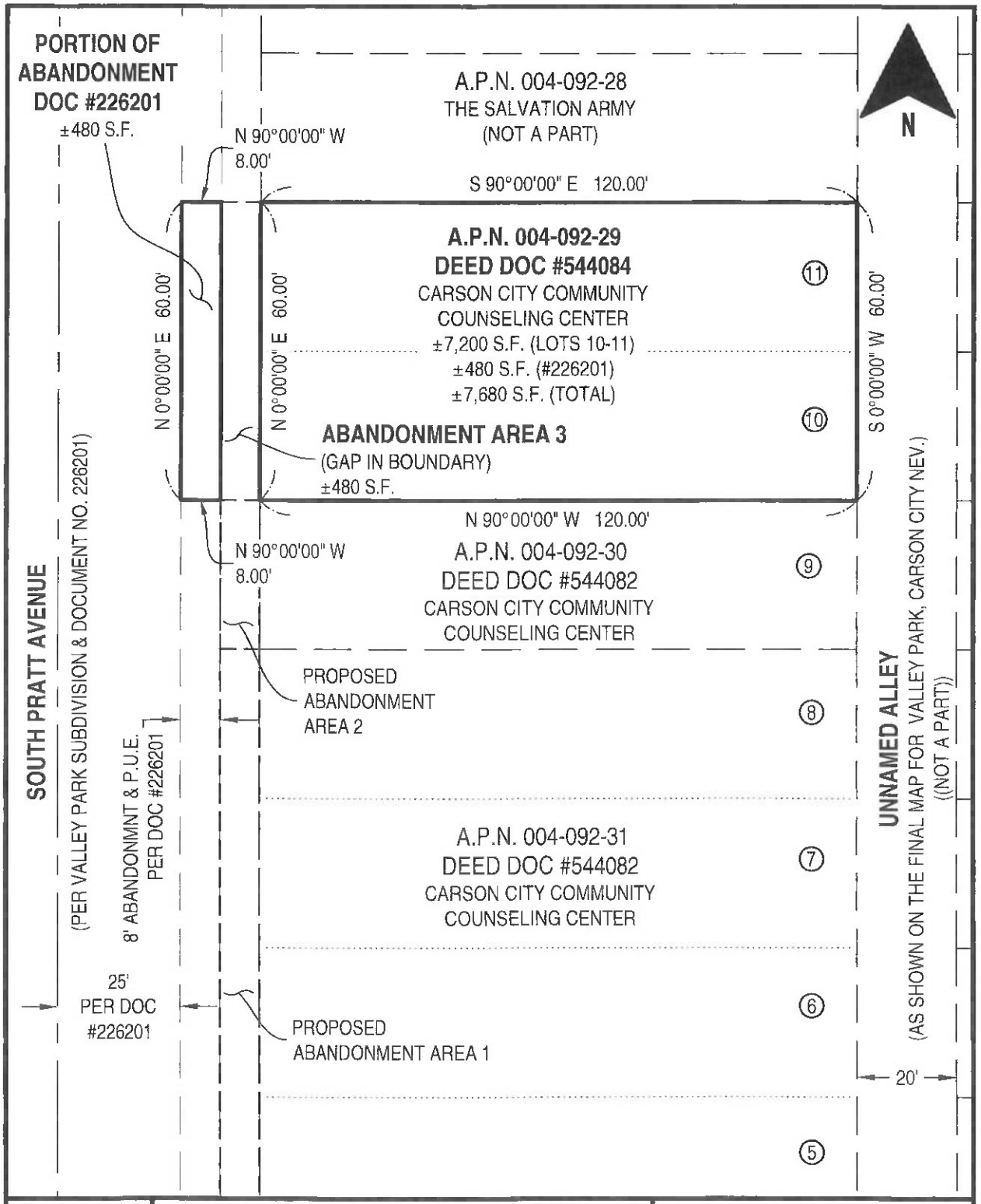
4/30/2025



Project No: 24-665	**EXHIBIT F-1**	JKAE
Scale: 1"=30'	**EXISTING BOUNDARY FOR**	
Sheet No: 1 of 1	**A.P.N. 004-092-29**	
	SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.	
	CARSON CITY NEVADA	WWW.JKAEDESIGN.COM

EXHIBIT G
LEGAL DESCRIPTION FOR RESULTANT PARCEL 3

All that certain real property situate within a portion of the Southeast One-Quarter (SE 1/4) of Section Seventeen (17), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, being more particularly described as follows:

BEGINNING at the northeast corner of Lot 11 within Block 5 as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada;

THENCE southerly coincident with the easterly line of Lots 10 and 11 within said Block 5, South 0°00'00" West, 60.00 feet to the southeast corner of said Lot 10;

THENCE westerly coincident with and on a projection thereof the southerly line of said Lot 10, North 90°00'00" West, 136.00 feet to a point coincident with the easterly Right-of-way of South Pratt Avenue as described within that certain Right-of-Way Abandonment, recorded November 17, 1998, as File No. 226201, Official Records of Carson City, Nevada;

THENCE northerly coincident with said easterly Right-of-Way, North 0°00'00" East, 60.00 feet (North 00°57'37" East per Abandonment No. 22621) to an apparent intersection with said easterly Right-of-Way and the northerly line of aforesaid Lot 11;

THENCE easterly coincident with said northerly line and the projection thereof, South 90°00'00" East, 136.00 feet to the **POINT OF BEGINNING** and end of this description.

RESERVING THEREFROM, the westerly 10.00 feet thereof for a Public Utility Easement. Said easement shall be for the purposes of installing and maintaining utility facilities to that parcel, with the right to exist that parcel with said utility facilities for the purpose of serving adjacent parcels.

Containing 8,160 square feet of land, more or less.

SEE EXHIBIT G-1 attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is identical to that as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada

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JUSTIN M. MOORE
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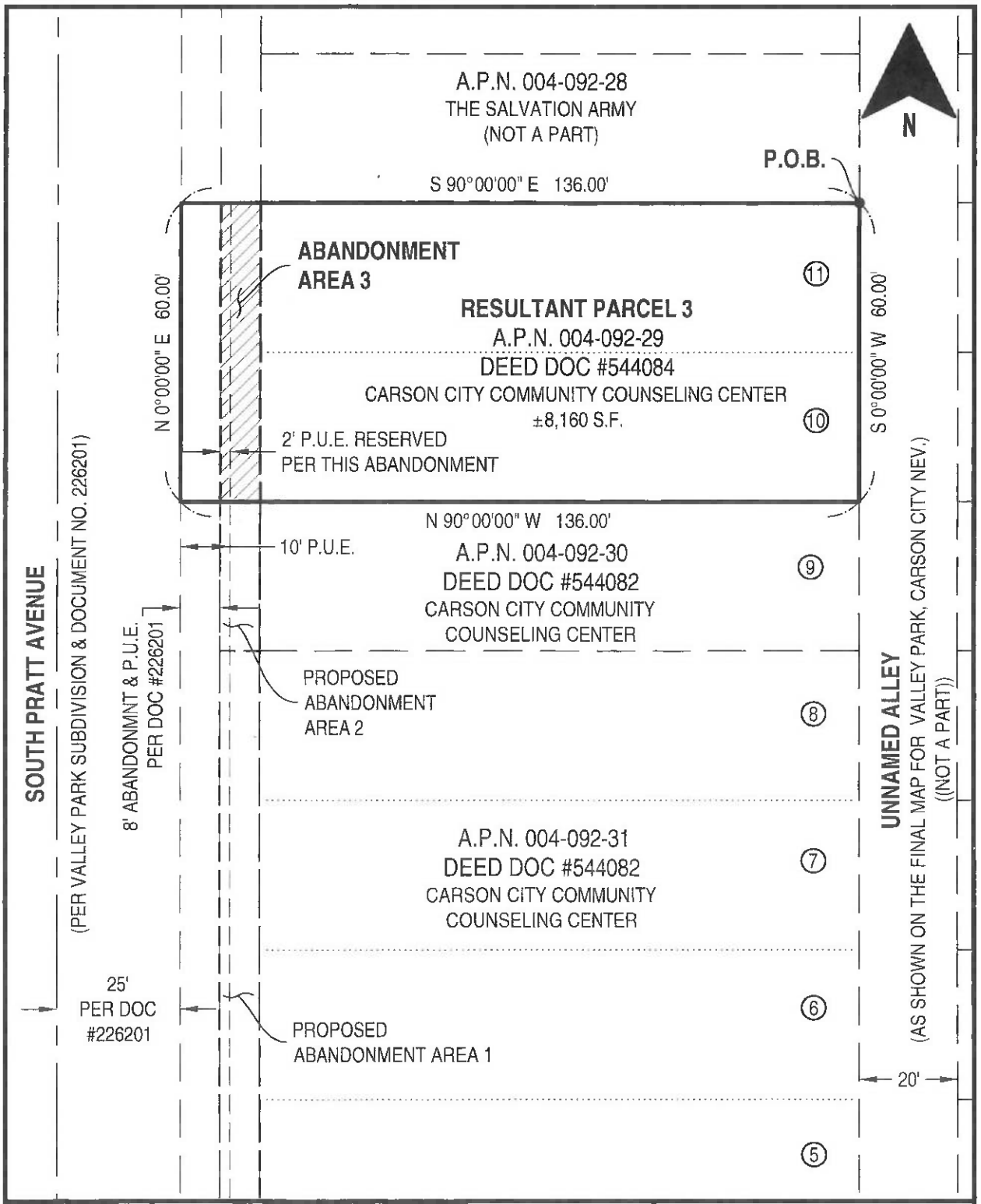

Project No: **24-665**	**EXHIBIT G-1**	JKAE
Scale: **1"=30'**	**RESULTANT BOUNDARY FOR**	
Sheet No: **1 of 1**	**A.P.N. 004-092-29**	
	SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.	
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STAFF REPORT FOR THE PLANNING COMMISSION MEETING OF APRIL 30, 2025

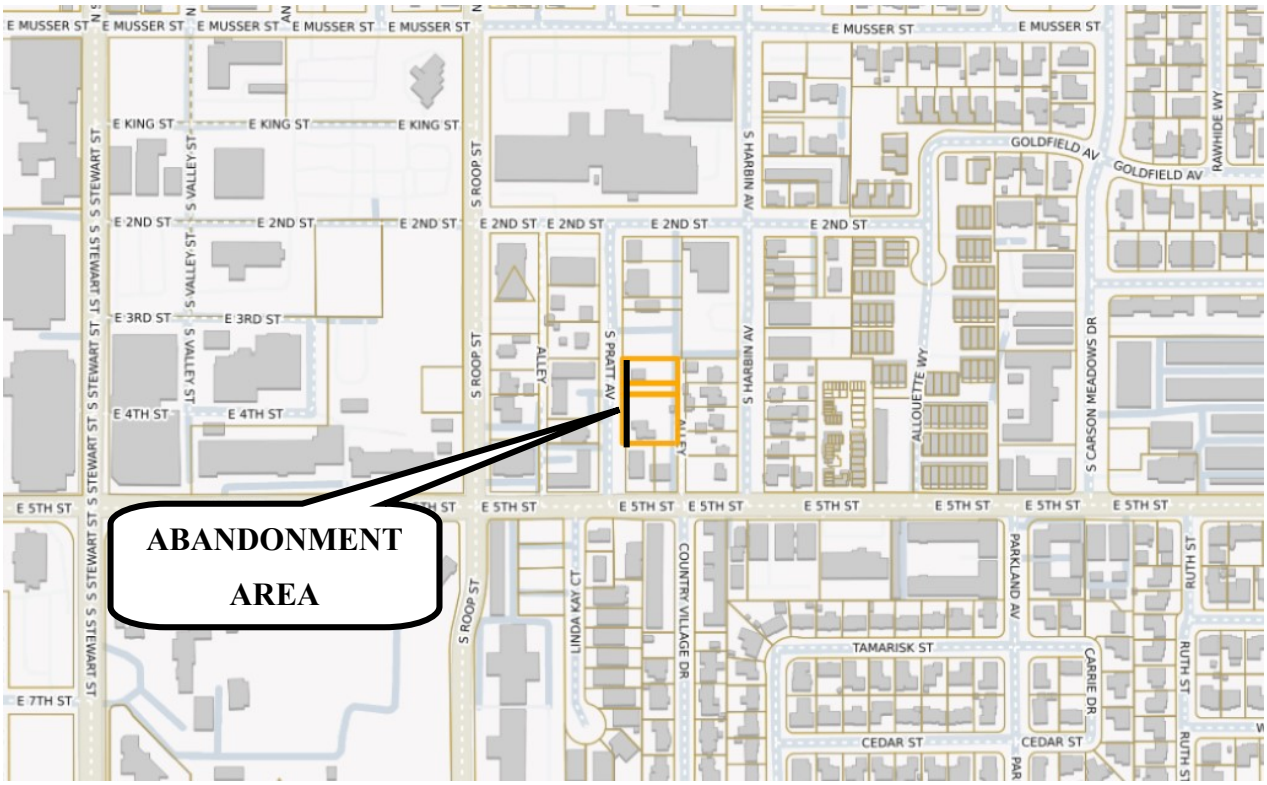
FILE NUMBER: AB-2025-0089

STAFF CONTACT: Heather Manzo, Associate Planner

AGENDA TITLE: For Possible Action: Discussion and possible action regarding a request for an abandonment of a portion of South Pratt Avenue, a public right-of-way, totaling approximately 1,680 square feet which is an 8 foot wide by 210 foot long strip of land that lies along South Pratt Avenue between East 2nd Street and East 5th Street adjacent to 229 South Pratt Avenue, 0 South Pratt Avenue, and 221 South Pratt Avenue, Assessor's Parcel Numbers ("APNs") 004-092-29, 004-092-30 and 004-092-31. (Heather Manzo, hmanzo@carson.org)

RECOMMENDED MOTION: "I move to recommend that the Board of Supervisors approve the abandonment of the public right-of-way, based on the findings and subject to the conditions of approval contained in the staff report."

VICINITY MAP:



RECOMMENDED CONDITIONS OF APPROVAL:

1. Prior to the recordation of said abandonment, the applicant shall be responsible for the submittal of all necessary legal documentation and title search materials as required by the Planning Division to fully complete the abandonment process.

2. The applicant must sign and return the Notice of Decision for conditions of approval within 21 days of receipt of notification. If the Notice of Decision is not signed and returned within 21 days, then the item may be rescheduled for the next Planning Commission meeting for further consideration. This Notice of Decision will be mailed to the applicant for signature after approval by the Board of Supervisors.

3. Conditional approval for the requested abandonment shall expire one year after Board of Supervisors approval of the original application unless an extension of time has been granted by the Board of Supervisors.

4. Prior to the recordation of the abandonment order, the Applicant must demonstrate that the there is a public utility easement ("PUE") reserved along the Pratt Street frontage to complete the standard ten foot wide PUE along street frontages.

LEGAL REQUIREMENTS: Nevada Revised Statutes ("NRS") 278.480 (Vacation or Abandonment of Street or Easement) and Carson City Municipal Code ("CCMC") Title 17 Division of Land, Subdivision of Land, Chapter 17.15 Abandonment of Right-of-Way.

MASTER PLAN DESIGNATION: Mixed-Use Residential

ZONING: General Office

KEY ISSUES: Will the City or public be materially injured by the approval of the abandonment?

SURROUNDING ZONING AND LAND USE INFORMATION:
NORTH: GO / Commercial parking lot
SOUTH: GO / Single family residential
EAST: GO / Single family residential
WEST: GO / Single family and Multifamily residential

DISCUSSION:
The subject strip of right-of-way was orphaned as a result of a previous incomplete abandonment process. South Pratt Avenue was created by the Official Map of Valley Park Subdivision, recorded September 23,1906, as Tract Map No. 1, in the Official Records of Carson City, Nevada. The original right-of-way width for South Pratt Avenue was 82-feet (41-foot half width) per Valley Park Subdivision. On September 7,1965, during a regular meeting of the Carson City Board of Supervisors, there was a motion made to reduce the right-of-way width from 82 feet to 66 feet (33-foot half width). Though the Board approved the reduced right-of-way width, the area was not formally abandoned, and no documentation was recorded to reflect the change of right-of-way.

However, a formal abandonment request was approved by the Board on November 17, 1998 that assumed the 1965 action was formalized, which abandoned right-of-way making the half street width on the east side of South Pratt Avenue 25 feet wide instead of 33 feet wide.

If the subject abandonment is approved, the action will essentially result in a clean up to the recorded maps, formally abandoning a section of right-of-way that the Carson City Board approved in 1965. Per Chapter 17.15 of the CCMC, the Planning Commission makes a recommendation to

the Board of Supervisors regarding requests for the abandonment of public access easements. The Board of Supervisors is authorized to abandon the right-of-way.

CCMC 17.15 identifies the approval process for abandonment of rights-of-way. The Planning Commission reviews the abandonment and makes recommendation to the Board. The Board has the authority to approve the abandonment. Per NRS 278.480(5) if, upon public hearing by the Board of Supervisors, the Board is satisfied that the public will not be materially injured by the proposed vacation it shall order the street or easement vacated.

PUBLIC COMMENTS: A public notice was sent by mail to the abutting property owners per NRS 278.480 on April 18, 2025. At the writing of this report, there have been no public comments received regarding the proposed abandonment. Any written comments that are received after this report is completed will be submitted prior to or at the Planning Commission meeting on April 30, 2025, depending upon their submittal date to the Planning Division.

CITY DEPARTMENT/OUTSIDE AGENCY COMMENTS: The following comments were received from City departments. Recommendations have been incorporated into the recommended conditions of approval, where applicable.

Development Engineering Division:
The Public Works Department, Development Engineering Division ("Development Engineering") recommends approval of the proposed abandonment and offers the following condition of approval:

- The westernmost two feet of the subject abandonment must have a public utility easement reserved to complete the standard 10-foot public utility easement along the frontage.

DISCUSSION: Development Engineering has reviewed the request within our areas of purview relative to adopted standards and practices. The following discussion is offered.

1. What is the chain of title of the right-of-way?

The subject strip of right-of-way was orphaned as a result of a previous incomplete abandonment process. South Pratt Avenue was created by the Official Map of Valley Park Subdivision, recorded September 23,1906, as Tract Map No. 1, in the Official Records of Carson City, Nevada. The original right-of-way width for S. Pratt Ave. was 82-feet (41-foot half width) per Valley Park Subdivision. On September 7,1965, during a regular meeting of the Carson City Council, there was a motion made by Councilman Criteser to narrow Second and Pratt from 82 feet to 66 feet in width. Seconded by Councilman Rigler. Motion Carried yet no formal abandonment or resolution was ever recorded reducing the right-of-way width from 82 feet to 66 feet (33-foot half width).

Then on November 17,1998, an official abandonment was recorded as Document No. 226201, Official Records of Carson City, Nevada, reducing the easterly right-of-way of S. Pratt Street from 33-feet to 25-feet. This issue appears to affect other parcels in the area. This has been brought to the attention of the City Engineer and the Asset Services Manager to consider pursuing further abandonments.

2. Will the abandonment result in material injury to the public?

No. The section of right-of-way is not currently used by the public. There are no sidewalks, curb or gutters, street, or utility improvements located within the proposed abandonment.

3. What is the history regarding the street being dedicated or not?

This section of right-of-way was originally dedicated on September 23, 1906 with the Valley Park Subdivision and has remained as right-of-way ever since.

4. What should the reasonable consideration be if the street was not dedicated?

Development Engineering has no comment on this finding.

5. If an abandonment has a public benefit, how much of the public benefit should be offset against the determination of reasonable consideration?

Development Engineering has no comment on this finding.

6. What is the applicability of the parking value analysis applied to this request?

There is parking available on South Pratt Avenue outside of the proposed abandonment. The section of right-of-way proposed for abandonment provides no public parking value.

7. Should utilities easements be reserved, continued or vacated?

The 8-foot abandonment which occurred in 1998 included reservation of a utility easement. The standard width for public utility easements today is ten feet wide. Therefore, the first two feet of the right-of-way should have a PUE reserved.

8. Are any conditions of approval by the board of supervisors or recommendations by the planning commission or staff included?

Please see the above condition proposed by staff. This item has not yet been presented to the Planning Commission or the Board of Supervisors.

RIGHT-OF-WAY ABANDONMENT FINDINGS: In accordance with CCMC 17.15.010, staff recommendation is based upon the following findings, which are substantiated in the public record.

1. Will the abandonment result in material injury to the public?

The abandonment will not result in material injury to the public. This request is to allow for the abandonment of a public street segment that provides no public access or public services today.

As noted in Finding 1 above, the Board voted to abandon a portion of the Pratt Street right-of-way inclusive of the subject area in 1965, however it does not appear the right-of-way was abandoned through a formal abandonment process and still appears to be part of the Carson City right-of-way.

This request is to complete a right-of-way abandonment process that began in 1965 for the three subject APNs by abandoning the eight-foot wide by 210-foot-long sliver of public right-of-way which exists between formally abandoned area to the west and private property to the east.

2. What is the history regarding the street being dedicated or not?

This section of right-of-way was originally dedicated on September 23, 1906 with the Valley Park Subdivision and has remained as right-of-way ever since.

3. What should the reasonable consideration be if the street was not dedicated?

The street was offered for dedication in association with Valley Park subdivision map. No fee was exchanged, and no financial consideration is required as part of the abandonment.

4. If abandonment has a public benefit, how much of the public benefit should be offset against the determination of reasonable consideration?

The public will not be impacted by the approval of this abandonment. The roadway was offered for dedication as part of a subdivision map and no financial exchange occurred. Currently, the roadway functions as private property. If abandoned, the result would essentially be a mapping cleanup as the Board of Supervisors intended for the abandonment area to be abandoned in their 1965 action. The abandonment area will revert to the private properties that are located to the east and west of the right-of-way sliver. Since the abandonment area was dedicated, there is no financial consideration.

5. What is the applicability of the parking value analysis applied to this request?

The abandonment area appears in the built environment as private property. There is no existing parking on the area, therefore no parking will be removed within the abandonment area as a result of approving the requested abandonment.

6. Should utility easements be reserved, continued, or vacated?

The eight-foot-wide abandonment which occurred in 1998 to the west of the subject abandonment area included reservation of a PUE as the eight foot abandonment was located along the street frontage. The standard width for a PUE is ten feet wide when located along a street frontage. Therefore, the first two feet of the westernmost portion of the abandonment area should be reserved as a PUE. No other utility easements are necessary as part of this request.

7. Are any conditions of approval by the Board of Supervisors or recommendations by the Planning Commission or staff included?

Staff has included within this staff report conditions of approval required by CCMC 18.02.0460 and as necessary in order to make the necessary abandonment findings.

Assessor's Parcel Numbers ("APNs"): 004-092-29, 004-092-30 and 004-092-31

AN ORDER ABANDONING AN 8-FOOT-WIDE BY APPROXIMATELY 210 FOOT LONG STRIP OF RESIDUAL PUBLIC RIGHT-OF-WAY THAT RUNS SOUTH TO NORTH COMMENCING AT THE NORTHWEST CORNER OF APN 004-092-08, EXTENDING EIGHT FEET TO THE WEST AND 210 FEET TO THE NORTH TERMINATING AT THE NORTH PROPERTY LINE OF 004-092-29, LOCATED BETWEEN APNS 004-092-29, 004-092-30 AND 004-092-31 AND PREVIOUSLY ABANDONED LAND LOCATED TO THE WEST OF THE ABANDONMENT AREA AS RECORDED BY DOCUMENT NO. 226201, WITH AN ABANDONMENT AREA TOTALING APPROXIMATELY ±1,680 SQUARE FEET IN SIZE.

WHEREAS, on February 28, 2025, Carson City Community Counseling Center, ("APPLICANT") duly filed a written application seeking vacation and abandonment of a public right-of-way, totaling approximately ±1,680 square feet in size; and

WHEREAS, the application was thereafter referred to the Carson City Planning Commission and a public hearing was thereafter duly noticed and held before the Planning Commission on April 30, 2025. At the public hearing testimony was taken and the Commission, after discussion and deliberation, recommended approval of abandonment of the subject right-of-way to the Carson City Board of Supervisors, finding that the public would not be materially injured by the vacation; and

WHEREAS, the Carson City Board of Supervisors, at their regular and duly noticed meeting of June 5, 2025, found that the public would not be materially injured by the proposed vacation, and accordingly ordered the abandonment of the public right-of-way in question pursuant to the provisions of NRS 278.480, which among its provisions, requires a written order to be prepared and recorded in the office of the Carson City Recorder; and

WHEREAS, the vacation and abandonment of the subject right-of-way is more particularly described on the attached Exhibit A and depicted in attached Exhibit A-1 and

the abandonment area will be reverted to the abutting parcels (APNs 004-092-29, 004-092-30 and 004-092-31), thereby eliminating the residual sliver of right-of-way adjacent to the subject properties.

NOW, THEREFORE, the Board of Supervisors hereby orders:

1. That the above-described right-of-way is hereby abandoned according to the provisions of NRS 278.480.

2. That if a utility company has a utility or an easement over or under the property hereby vacated and abandoned by this order, said easement or easements shall be continued and shall not be affected by the abandonment.

ORDERED this ___ day of _____, 2025, by the Carson City Board of Supervisors.

_____

LORI BAGWELL, MAYOR

ATTEST:

_____

SCOTT HOEN, Clerk-Recorder

DRAFT

Carson City Planning Division
108 E. Proctor Street, Carson City, NV 89701
Phone: (775) 887-2180 Email: planning@carson.org

FOR OFFICE USE ONLY:

CCMC 17.15

ABANDONMENT OF PUBLIC RIGHT-OF-WAY

FILE #

APPLICANT Carson City Community Counseling Center	**PHONE #** 775-882-3945
MAILING ADDRESS, CITY, STATE, ZIP 205 S. Pratt Ave, Carson City, NV 89701	
EMAIL ADDRESS carolinebasagoitia@gmail.com	
PROPERTY OWNER Carson City Community Counseling Center	**PHONE #** 775-882-3945
MAILING ADDRESS, CITY, STATE, ZIP 205 S. Pratt Ave, Carson City, NV 89701	
EMAIL ADDRESS carolinebasagoitia@gmail.com	
APPLICANT AGENT/REPRESENTATIVE Justin Moore / JKAE	**PHONE #** 775-842-9778
MAILING ADDRESS, CITY, STATE, ZIP 777 S. Center Street, Suite 104, Reno, NV 89501	
EMAIL ADDRESS jmoore@jkaedesign.com	

FEE*: **$2,450.00 + noticing fee**
***Due after application is deemed complete by staff**

☒ **SUBMITTAL PACKET – 4 Complete Packets (1 Unbound Original and 3 Copies) including:**
- ☒ Application Form
- ☒ Written Project Description
- ☒ Justification Statement
- ☒ Site Map/Exhibit
- ☒ Legal Descriptions
- ☒ Development Engineering Memo of Support
- ☒ Utility Statements
- ☒ Title Report
- ☒ Documentation of Taxes Paid to Date

☒ **CD or USB DRIVE with complete application in PDF**

Application Reviewed and Received By:

Submittal Deadline: Planning Commission application submittal schedule.

Note: Submittals must be of sufficient clarify and detail to adequately review the request. Additional information may be required.

Project's Assessor Parcel Number(s):	Street Address
004-092-29, 30, & 31	0, 221, & 229 S. Pratt Avenue, Carson City, NV 89701

Briefly describe the proposed right-of-way abandonment. If you are abandoning an access, explain how the parcel will be accessed:

During the course of a Land Title Survey, it was discovered that an 8' gap exists between the original platted lot lines within Block 5 as shown on the Final Map for Valley Park, Carson City, dated September 24, 1906. The original street half width shown on the Final Map is 41' wide. On November 17, 1998 by Abandonment Document No. 226201, the half width of the right of way was reduced from 33' to 25'. Title Reports, boundary survey, and records research could not produce a valid document that legally reduces the right of way from 41' to 33'. It is the desire of the property owner to have this abandonment recorded to address title issues.

PROPERTY OWNER'S AFFIDAVIT

I, Caroline Basagoitia, being duly deposed, do hereby affirm that I am the record owner of the subject property, and that I have knowledge of, and I agree to, the filing of this application.

Signature	Address	Date
	205 S. Pratt Ave, Carson City, NV 89701	2/6/2025

Use additional page(s) if necessary for other names.

STATE OF NEVADA)
COUNTY CARSON CITY)

On FEBRUARY 6, 2025, Caroline Basagoitia, personally appeared before me, a notary public, personally known (or proved) to me to be the person whose name is subscribed to the foregoing document and who acknowledged to me that he/she executed the foregoing document.

Makenzie Arrington
Notary Public

MAKENZIE NICOLE ARRINGTON
Notary Public-State of Nevada
APPT. NO. 24-5483-02
My Appt. Expires 04-01-2028

JKAE

architecture + interiors + engineering

February 13, 2025

Carson City Planning Division
108 E. Proctor Street
Carson City, NV 89701

Subject: Justification for partial Abandonment of South Pratt Avenue

To Whom It May Concern,

Please accept this letter as the project description and statement of justification for a partial abandonment of South Pratt Avenue in Carson City, Nevada. This request is to abandon an 8-foot strip of land that lies along S. Pratt Avenue between E. 2nd Street and E. 5th Street adjacent to Assessor Parcel Numbers: 004-092-29 (229 S. Pratt Ave.), 004-092-30 (0 S. Pratt Ave.), and 004-092-31 (221 S. Pratt Ave.). The area to be abandoned is 8'wide by 210' long and totals +/- 1,680 square feet. The specific area of abandonment is further described and depicted in the attached exhibits.

South Pratt Avenue was created by the Official Map of Valley Park Subdivision, recorded September 23, 1906, as Tract Map No. 1, in the Official Records of Carson City, Nevada. The original right-of-way width for S. Pratt Ave. was 82-feet (41-foot half width) per Valley Park Subdivision. On September 7, 1965, during a regular meeting of the Carson City Council, there was a motion made by Councilman Criteser to narrow Second and Pratt from 82 feet to 66 feet in width. Seconded by Councilman Rigler. Motion Carried yet no formal abandonment or resolution was ever recorded reducing the right-of-way width from 82 feet to 66 feet (33-foot half width). Then on November 17, 1998, an official abandonment was recorded as Document No. 226201, Official Records of Carson City, Nevada, reducing the easterly right-of-way of S. Pratt Street from 33-feet to 25-feet.
The easterly right-of-way width of S. Pratt Avenue is currently represented as 25-feet per the Carson City Assessors Office; However, evidence of the residual 8-foot right-of-way (width between 41' and 33') is depicted on the Assessor Maps as a dashed line, and the legal descriptions for the subject parcels do not mention nor include this 8-foot strip of land that was not formally abandoned in 1965.

The intention of this proposed right-of-way abandonment is to revert the property to adjacent property owners as the right-of-way is not utilized as a roadway, public sidewalks, and contains

no utilities. Approval of this abandonment would resolve the gap of lands that currently exist within the title of the subject properties. No adjacent parcels will be impacted by this abandonment and no access or public amenities will be altered.

Pursuant to Carson City Municipal Code 17.15.010, we have addressed the required findings below.

1. *Will the abandonment result in material injury to the public?*

   Comment: Adjacent property owners will benefit by the proposed abandonment as they will become the owners of the 8-foot strip of land that is currently creating a gap in their boundaries. The public will not be impacted or damaged by this abandonment as the areas being abandoned are not currently used for public purposes. Additionally, there will be no land locked parcels created as a result of this abandonment.

2. *What is the history regarding the street being dedicated or not.*

   Comment: South Pratt Avenue was created within the Official Map of Valley Park Subdivision, recorded September 23, 1906, as Tract Map No. 1, Official Records of Carson City, NV. Later the right-of-way was presumed to be reduced two septate times. In 1965 the right-of-way was unofficially reduced from 82 feet to 66 feet during a City Counsel meeting. In 1998 an official abandonment further reduced the half width of S. Pratt Avenue from 33-feet to its current half width of 25-feet.

3. *What should the reasonable consideration be if the street was not dedicated?*

   Comment: Since there are no records indicating that the City ever paid for the right-of-way, it is recommended that there be no cost to the adjacent property owners for gaining the abandoned right-of-way.

4. *If an abandonment has a public benefit, how much of the public benefit should be offset against the determination of reasonable consideration?*

   Comment: No charge for abandonment is recommended. Therefore, this item does not apply to this abandonment.

5. *What is the applicability of the parking value analysis applied to the request?*

   Comment: The abandonment will not result in the elimination of on-street parking. The subject area is not currently used as a roadway or parking area.

6. *Should utility easements be reserved, continued or vacated?*

Comment: The utility companies NV Energy, Charter Communications, AT&T, and SW Gas have indicated they do not have utilities within the public roadway proposed for abandonment and do not want an easement reservation.

7. *Are any conditions of approval by the board of supervisors or recommendations by the planning commission or staff included?*

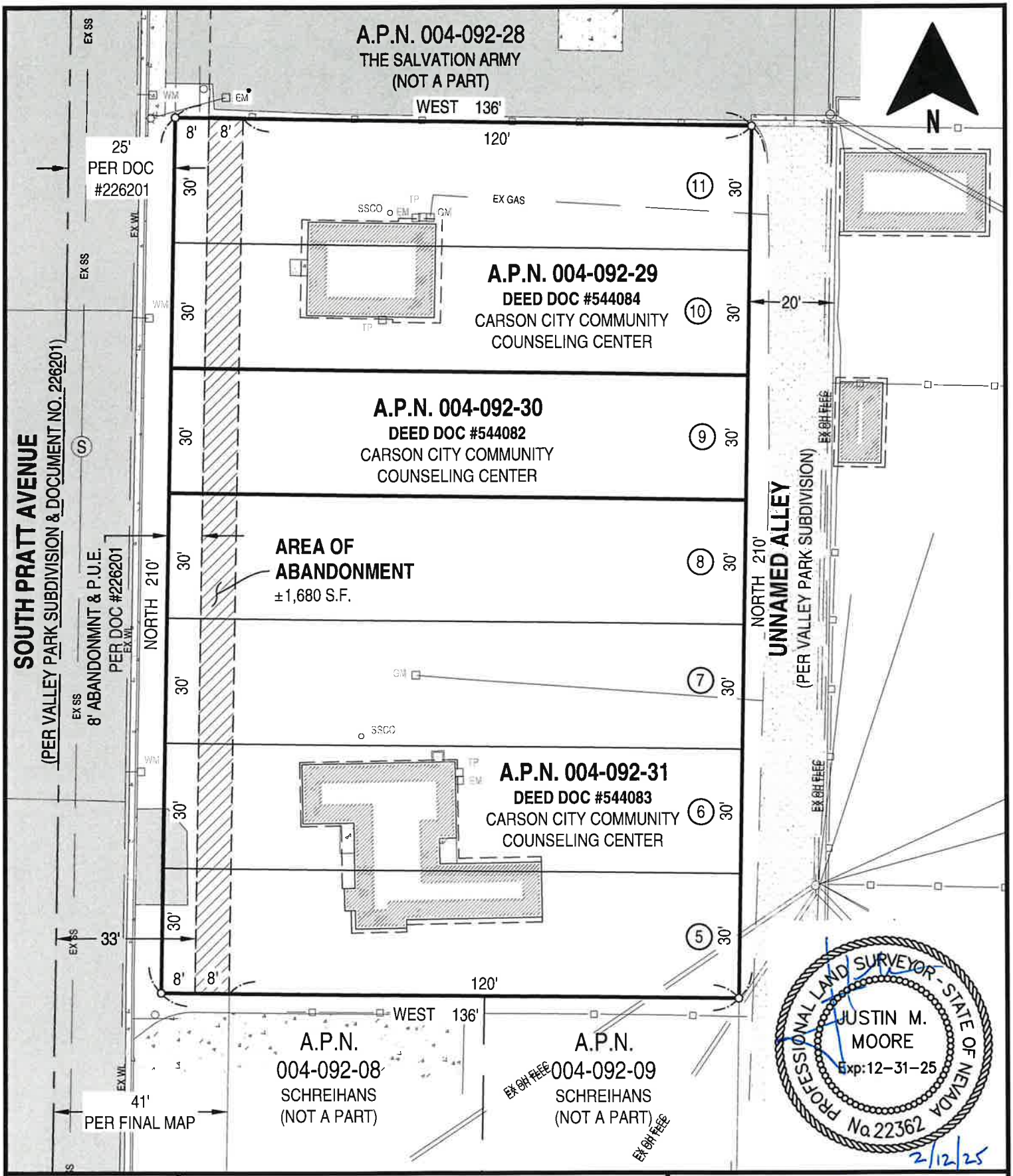
Comment: None requested by the applicant.

If you have any questions, please contact me directly at 775-842-9778.

Thank you for your assistance with this matter.

Respectfully Submitted,

Justin Moore, PLS
Associate Principal / Director of Surveying
JKAE
777 S. Center Street, Suite 104
Reno, NV 89501
775-842-9778
jmoore@jkaedesign.com



Project No: **24-665**	**SITE MAP** **PROPOSED PARTIAL ABANDONMENT OF S. PRATT AVE**	JKAE
Scale: **1"=30'**	**SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15N., R.20E, M.D.M.**	777 S . CENTER STREET, #104 RENO, NV 775-530-0926
Sheet No: **1 of 1**	**CARSON CITY** **NEVADA**	WWW.JKAEDESIGN.COM

FOR REVIEW

EXHIBIT A
LEGAL DESCRIPTION FOR PROPOSED ABANDONMENT

All that certain real property situate within a portion of the Southeast One-Quarter (SE 1/4) of Section Seventeen (17), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, being a portion of Pratt Avenue adjacent to Block 5 as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada being more particularly described as follows:

BEGINNING at the northwest corner of Lot 11 within aforesaid Block 5;

THENCE southerly coincident with the westerly line of Lots 11, 10, 9, 8, 7, 6 and 5 within said Block 5, South 0°00'00" West, 210.00 feet to the southwest corner of said Lot 5;

THENCE westerly departing said westerly line, North 90°00'00" West, 8.00 feet;

THENCE North 0°00'00" East, 3.59 feet to the southeast corner of a Right-of-Way Abandonment for South Pratt Avenue, recorded November 17, 1998, as File No. 226201, Official Records of Carson City, Nevada;

THENCE northerly coincident with the easterly Right-of-Way of South Pratt Avenue as described within said Abandonment, North 0°00'00" East, 206.41 feet (North 00°57'37" East per Abandonment No, 226201) to an apparent intersection with said easterly Right-of-Way and the northerly line of aforesaid Lot 11;

THENCE easterly departing said easterly Right-of-Way, South 90°00'00" East, 8.00 feet to the **POINT OF BEGINNING** and end of this description.

Containing 1,680 square feet of land, more or less.

SEE EXHIBIT A-1 attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is identical to that as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada

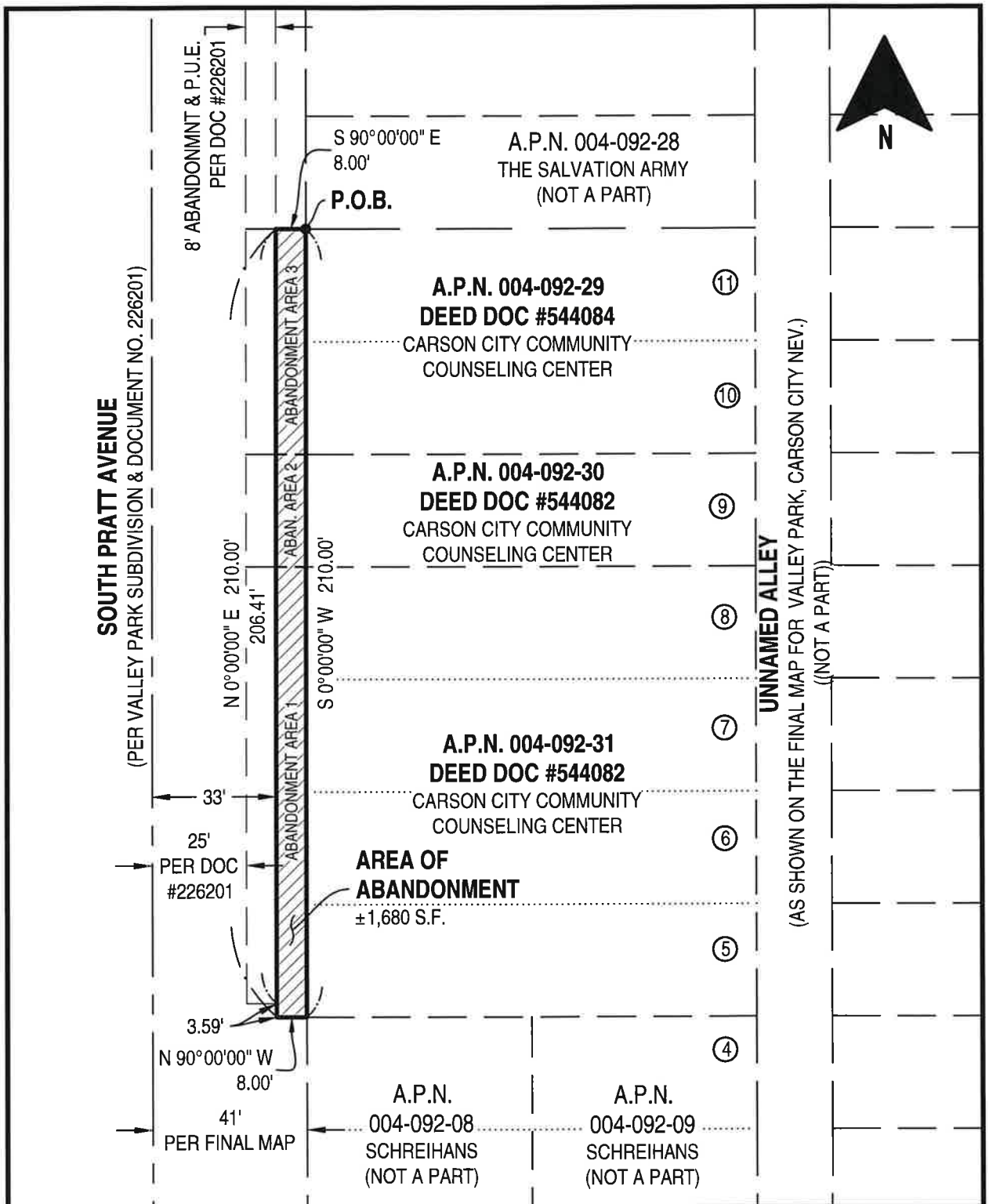
Prepared By:

JKAE Design
Justin M. Moore, P.L.S.
Nevada Certificate No. 22362
777 Center Street, Suite 104
Reno, NV 89501
jmoore@jkaedesign.com
(775)530-0926

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

2/12/2025

FOR REVIEW



Project No: **24-665**	**EXHIBIT A-1**	JKAE
Scale: **1"=30'**	**PROPOSED PRATT AVENUE ABANDONMENT WITHIN BLOCK 5 OF THE VALLEY PARK SUBDIVISION**	
Sheet No: **1 of 1**	**SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.**	
	CARSON CITY **NEVADA**	WWW.JKAEDESIGN.COM

FOR REVIEW

EXHIBIT B
LEGAL DESCRIPTION FOR EXISTING A.P.N. 004-092-31

All that certain real property situated in the County of Carson City, State of Nevada, described as follows:

Lots 5, 6, 7 and 8, in Block 5, of VALLEY PARK ADDITION, according to the Map thereof, filed in the Office of the County Recorder of Carson City, Nevada, on September 20, 1906, in Book 31 of Powers, Plats and Miscellaneous, Page 213.

Together with that portion of S. Pratt Avenue abandoned by An Order Abandoning Public Right-of-way recorded November 17, 1998, as Document No. 226201, Official Records of Carson City, Nevada.

NOTE: The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Carson City, Nevada, as Document No. 544083, recorded December 18, 2023, of Official Records.

Containing 15,371 square feet of land, more or less.

SEE EXHIBIT B-1 attached hereto and made a part hereof.

Prepared By:

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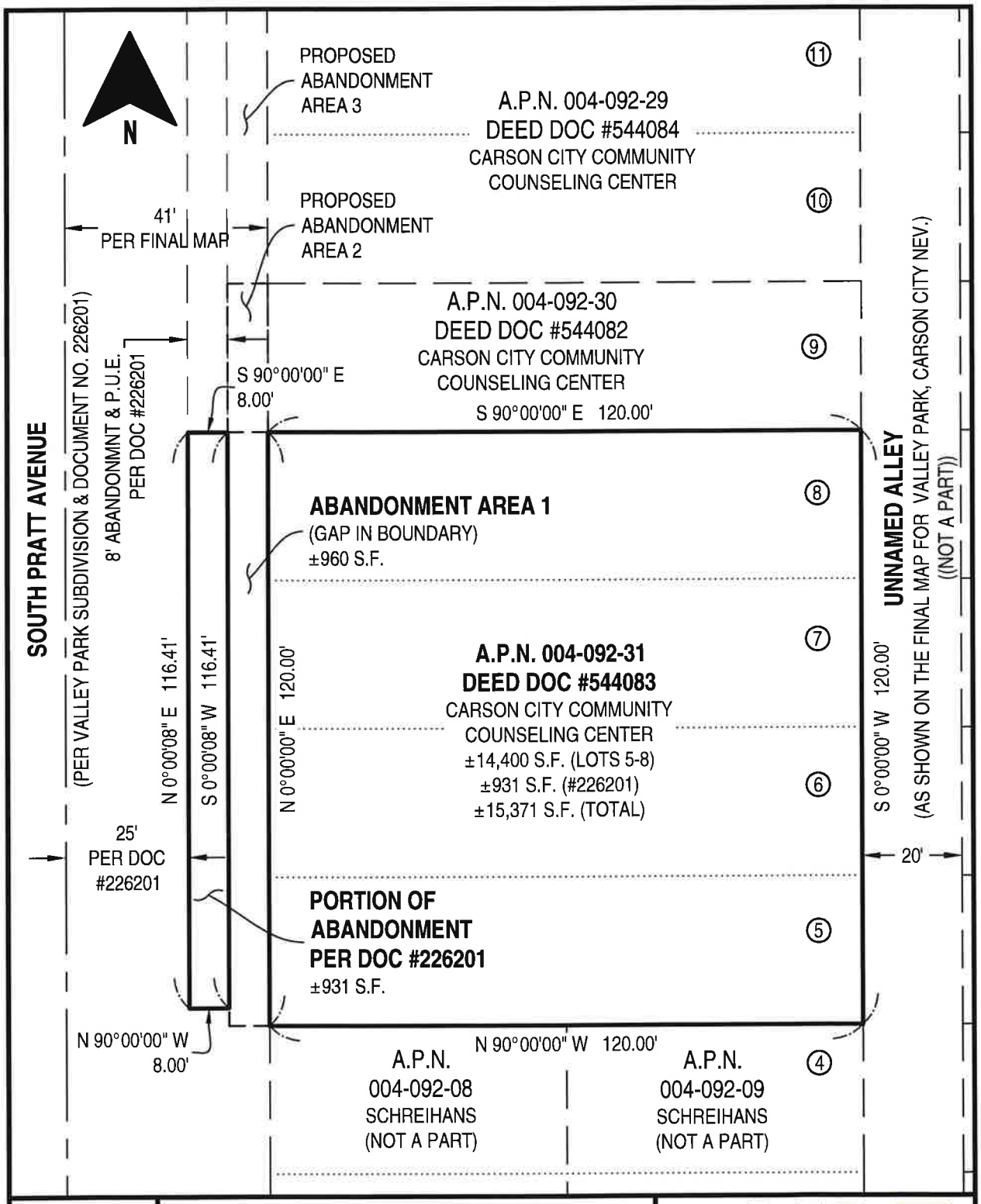
PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

2/12/2025

FOR REVIEW



Project No: **24-665**	**EXHIBIT B-1** **EXISTING BOUNDARY FOR** **A.P.N. 004-092-31** **SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.** **CARSON CITY** **NEVADA**	JKAE WWW.JKAEDESIGN.COM
Scale: **1"=30'**		
Sheet No: **1 of 1**		

FOR REVIEW

EXHIBIT C
LEGAL DESCRIPTION FOR RESULTANT PARCEL 1

All that certain real property situate within a portion of the Southeast One-Quarter (SE 1/4) of Section Seventeen (17), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, being more particularly described as follows:

BEGINNING at the northeast corner of Lot 8 within Block 5 as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada;

THENCE southerly coincident with the easterly line of Lots 8, 7, 6, and 5 within said Block 5, South 0°00'00" West, 120.00 feet to the southeast corner of said Lot 5;

THENCE westerly coincident with and on a projection thereof the southerly line of said Lot 5, North 90°00'00" West 128.00 feet;

THENCE northerly departing said southerly line, North 0°00'00 East, 3.59 feet more or less, to the southeast corner of a Right-of-Way Abandonment for South Pratt Avenue, recorded November 17, 1998, as File No. 226201, Official Records of Carson City, Nevada;

THENCE westerly coincident with the southerly line of said Abandoned Right-of-Way, South 90°00'00" West, 8.00 feet (South 89°06'26" West, 8.00 feet per Abandonment No, 226201) to the southwest corner of said Right-of-Way Abandonment;

THENCE northerly coincident with the easterly Right-of-Way of South Pratt Avenue as described within said Abandonment, North 0°00'00" East, 116.41 feet (North 00°57'37" East per Abandonment No, 226201) to an apparent intersection with said easterly Right-of-Way and the northerly line of aforesaid Lot 8;

THENCE easterly coincident with said northerly line and the projection thereof, South 90°00'00" East, 136.00 feet to the **POINT OF BEGINNING** and end of this description.

Containing 16,291 square feet of land, more or less.

SEE EXHIBIT C-1 attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is identical to that as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada

Prepared By:
JKAE Design
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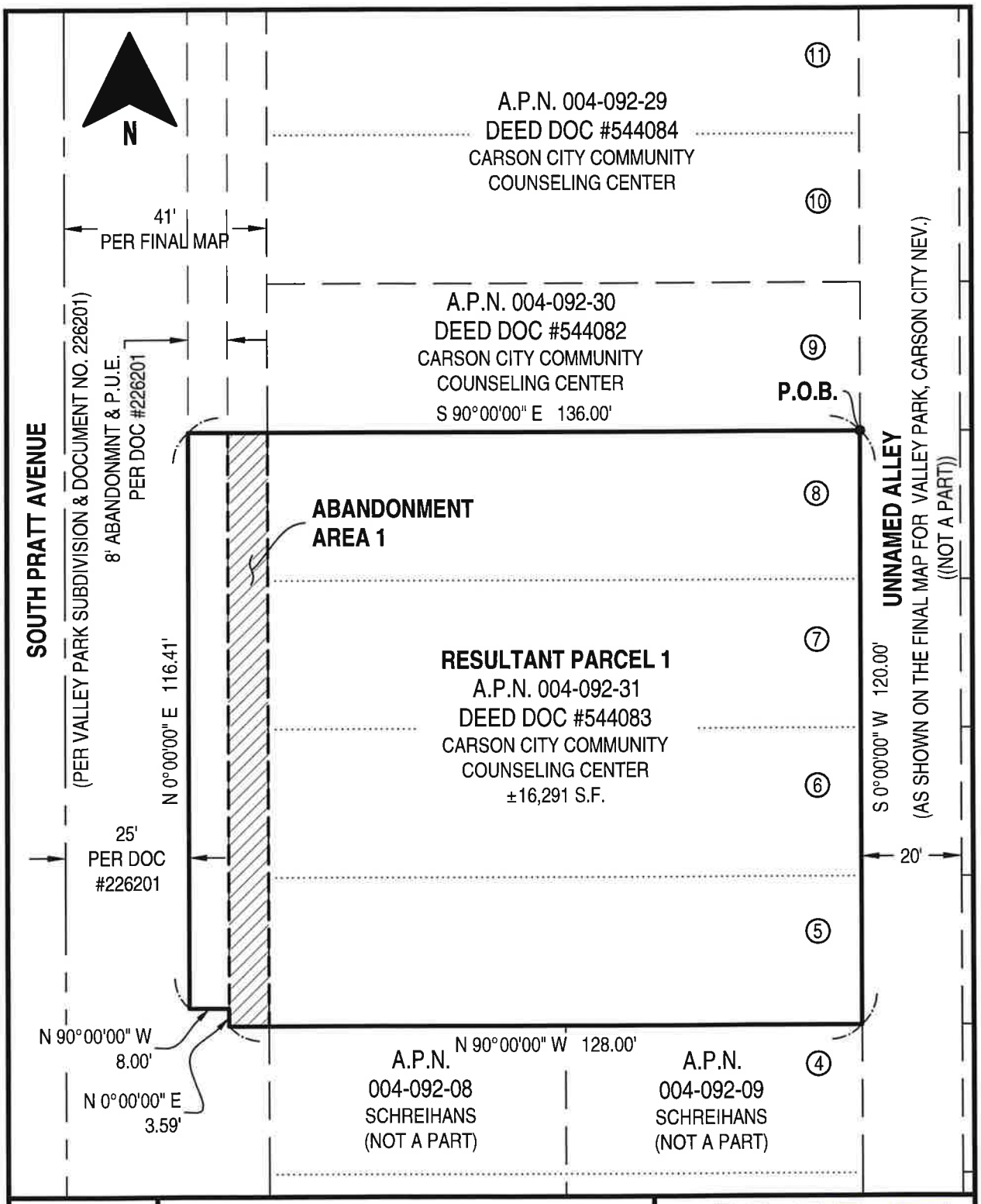
PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

2/12/2025

FOR REVIEW



Project No: **24-665**	**EXHIBIT C-1**	JKAE
Scale: **1"=30'**	**RESULTANT BOUNDARY FOR A.P.N. 004-092-31**	
Sheet No: **1 of 1**	**SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.**	
	CARSON CITY **NEVADA**	WWW.JKAEDESIGN.COM

EXHIBIT D
LEGAL DESCRIPTION FOR EXISTING A.P.N. 004-092-30

FOR REVIEW

All that certain real property situated in the County of Carson City, State of Nevada, described as follows:

Lot 9, in Block 5, of VALLEY PARK ADDITION, according to the Map thereof, filed in the Office of the County Recorder of Carson City, Nevada, on September 20, 1906, in Book 1 of Maps, Page 1.

Together with that portion of S. Pratt Avenue abandoned by document recorded November 17, 1998, as Document No. 226201, Official Records of Carson City, Nevada.

NOTE: The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Carson City, Nevada, as Document No. 544082, recorded December 18, 2023, of Official Records.

Containing 3,840 square feet of land, more or less.

SEE EXHIBIT D-1 attached hereto and made a part hereof.

Prepared By:

JKAE Design
Justin M. Moore, P.L.S.
Nevada Certificate No. 22362
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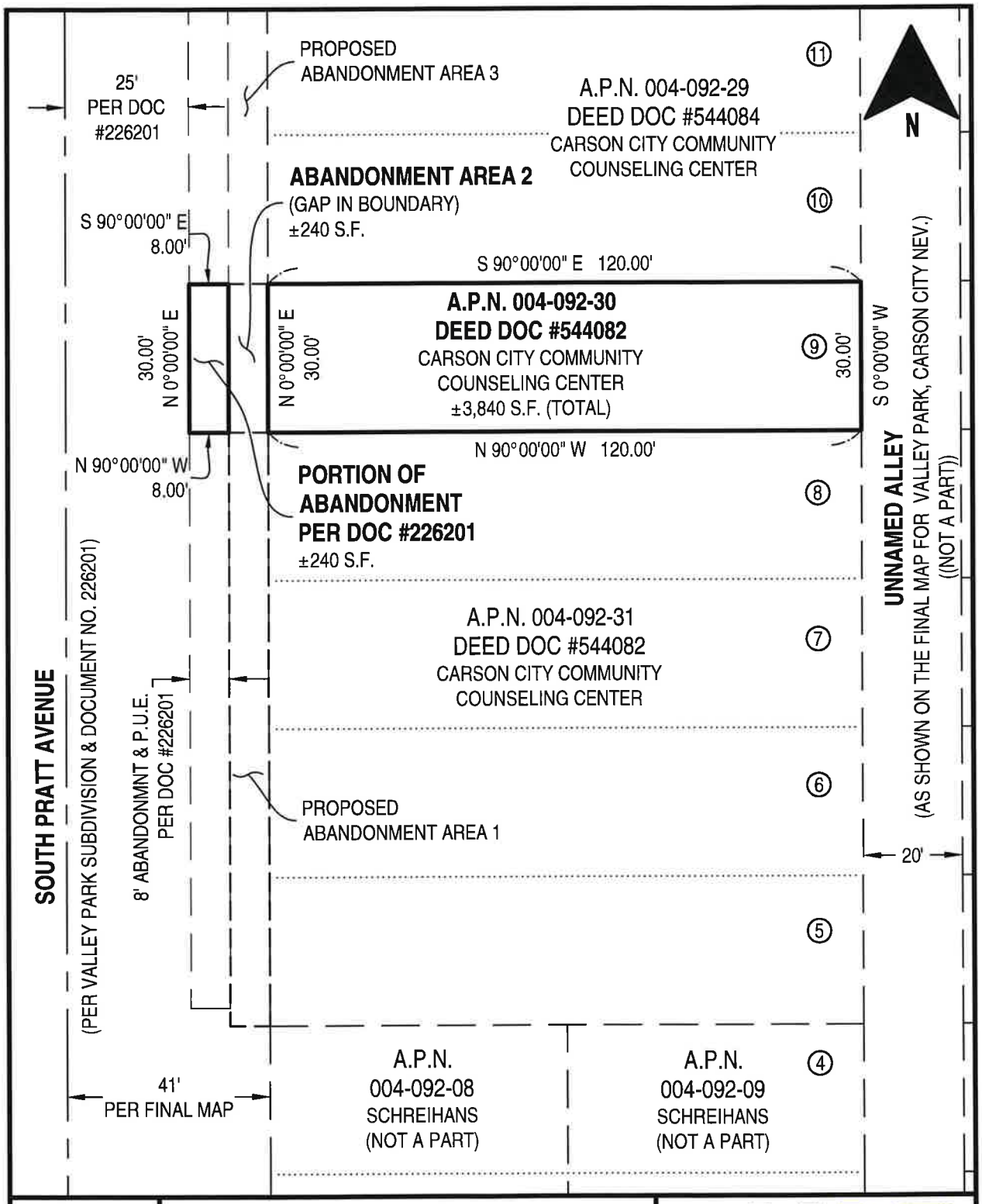
Reno, NV 89501
jmoore@jkaedesign.com
(775)530-0926

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

2/12/2025

FOR REVIEW



Project No: **24-665**	**EXHIBIT D-1** **EXISTING BOUNDARY FOR** **A.P.N. 004-092-30** **SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.** **CARSON CITY** **NEVADA**	JKAE WWW.JKAEDESIGN.COM
Scale: **1"=30'**		
Sheet No: **1 of 1**		

FOR REVIEW

EXHIBIT E
LEGAL DESCRIPTION FOR RESULTANT PARCEL 2

All that certain real property situate within a portion of the Southeast One-Quarter (SE 1/4) of Section Seventeen (17), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, being more particularly described as follows:

BEGINNING at the northeast corner of Lot 9 within Block 5 as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada;

THENCE southerly coincident with the easterly line of said Lot 9,
South 0°00'00" West, 30.00 feet to the southeast corner of said Lot 9;

THENCE westerly coincident with and on a projection thereof the southerly line of said Lot 9,
North 90°00'00" West 136.00 feet to a point coincident with the easterly Right-of-Way of South Pratt Avenue as described within that certain Right-of-Way Abandonment, recorded November 17, 1998, as File No. 226201, Official Records of Carson City, Nevada;

THENCE northerly coincident with said easterly Right-of-Way, North 0°00'00" East, 30.00 feet (North 00°57'37" East per Abandonment No, 226201) to an apparent intersection with said easterly Right-of-Way and the northerly line of aforesaid Lot 9;

THENCE easterly coincident with said northerly line and the projection thereof, South 90°00'00" East, 136.00 feet to the **POINT OF BEGINNING** and end of this description.

Containing 4,080 square feet of land, more or less.

SEE EXHIBIT E-1 attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is identical to that as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada

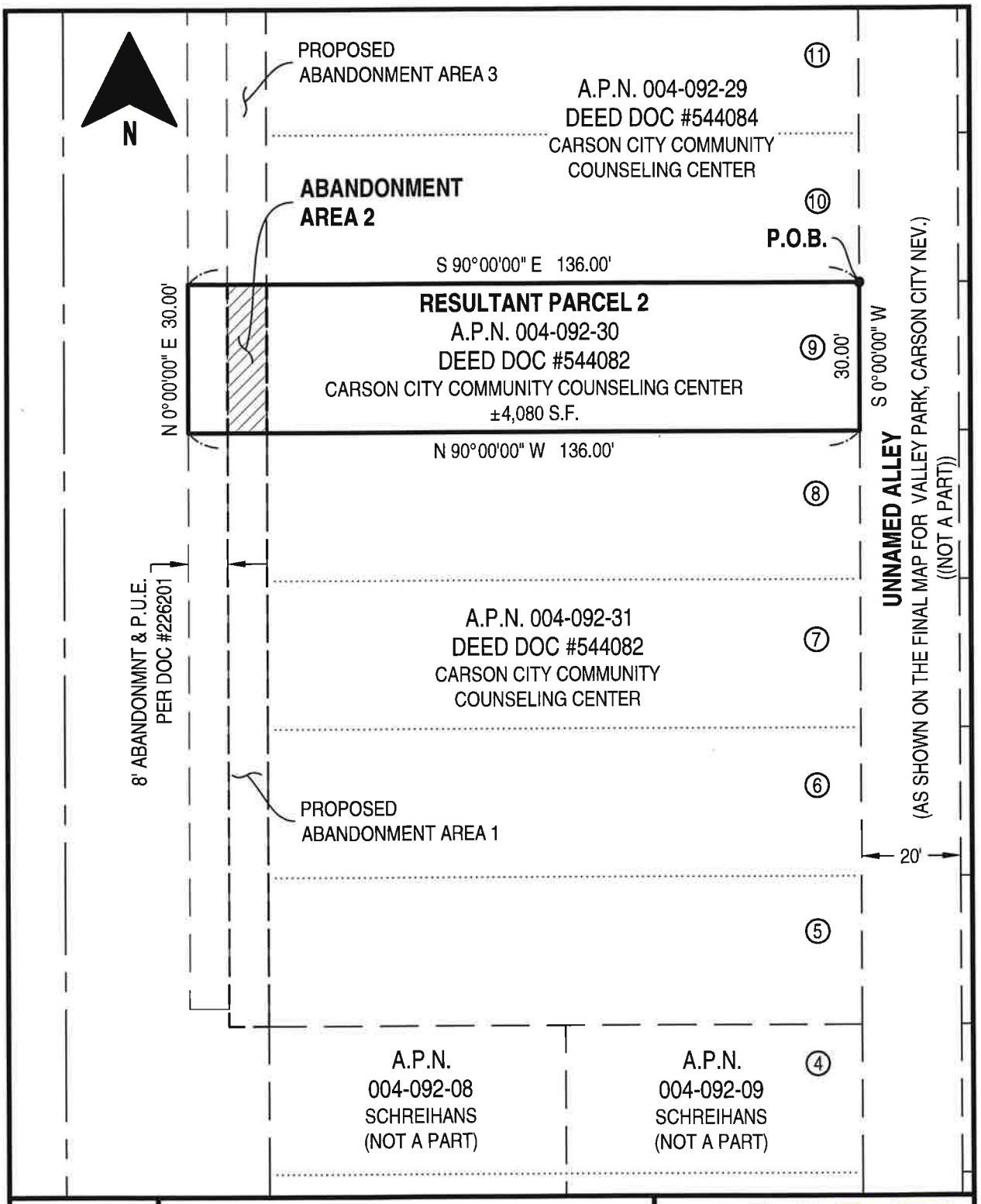
Prepared By:

JKAE Design
Justin M. Moore, P.L.S.
Nevada Certificate No. 22362
777 Center Street, Suite 104
Reno, NV 89501
jmoore@jkaedesign.com
(775)530-0926

PROFESSIONAL LAND SURVEYOR-STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

2/12/2025

FOR REVIEW



Project No: **24-665**	**EXHIBIT E-1**	JKAE
Scale: **1"=30'**	**RESULTANT BOUNDARY FOR A.P.N. 004-092-30**	
Sheet No: **1 of 1**	**SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.**	
	CARSON CITY **NEVADA**	**WWW.JKAEDESIGN.COM**

FOR REVIEW

EXHIBIT F
LEGAL DESCRIPTION FOR EXISTING A.P.N. 004-092-30

All that certain real property situated in the County of Carson City, State of Nevada, described as follows:

Lots 10 and 11, in Block 5, of VALLEY PARK ADDITION, according to the Map thereof, filed in the Office of the County Recorder of Carson City, Nevada, on September 25, 1906, in Book 1 of Maps, Page 1.

Together with that portion of S. Pratt Avenue abandoned by document recorded November 17, 1998, as Document No. 226201, Official Records of Carson City, Nevada.

NOTE: The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Carson City, Nevada, as Document No. 544084, recorded December 18, 2023, of Official Records.

Containing 7,680 square feet of land, more or less.

SEE EXHIBIT F-1 attached hereto and made a part hereof.

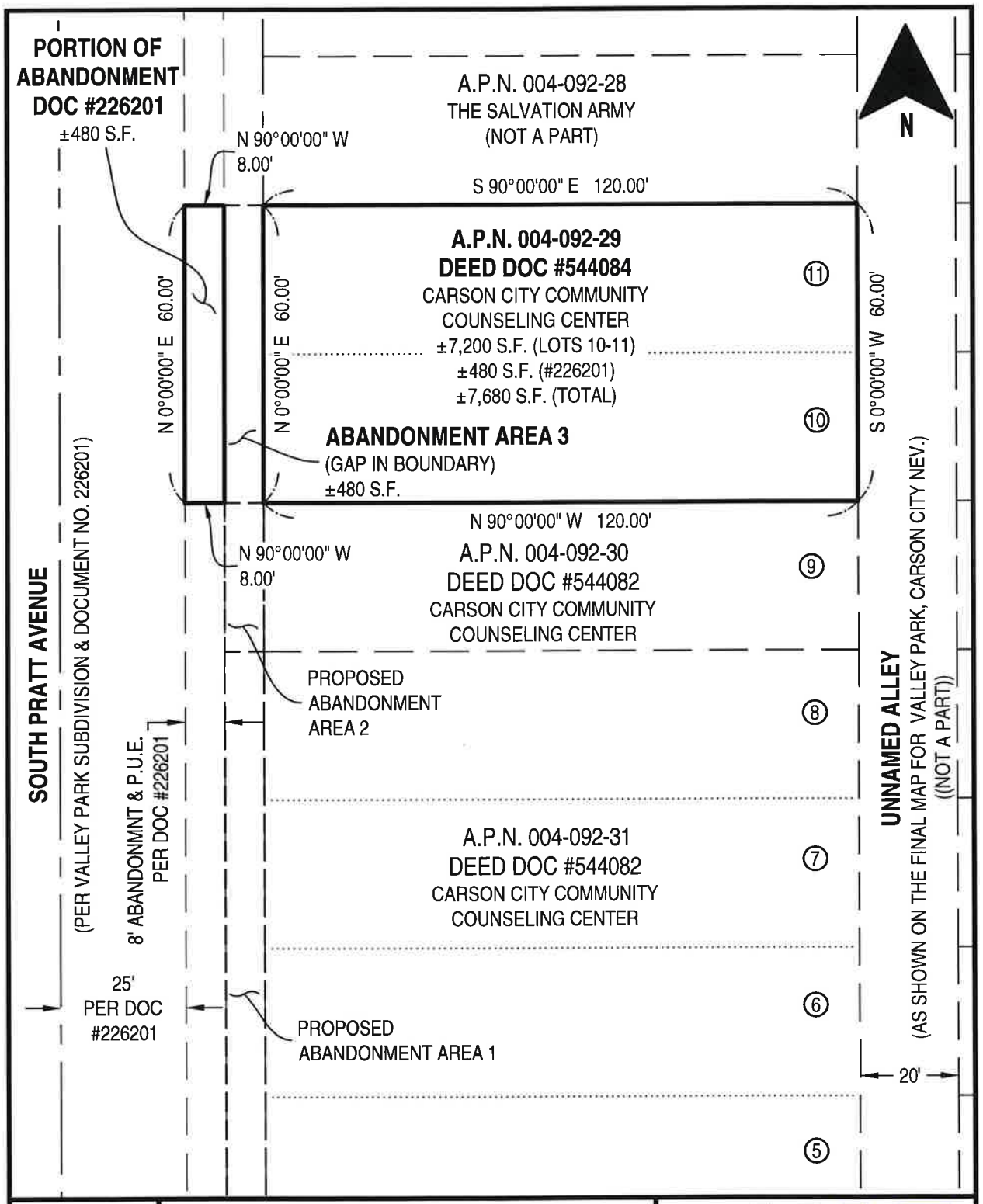
Prepared By:

JKAE Design
Justin M. Moore, P.L.S.
Nevada Certificate No. 22362
777 Center Street, Suite 104
Reno, NV 89501
jmoore@jkaedesign.com
(775)530-0926

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

2/12/2025

FOR REVIEW



Project No: **24-665**	**EXHIBIT F-1**	JKAE
Scale: **1"=30'**	**EXISTING BOUNDARY FOR A.P.N. 004-092-29**	
Sheet No: **1 of 1**	**SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.**	
	CARSON CITY **NEVADA**	**WWW.JKAEDESIGN.COM**

FOR REVIEW

EXHIBIT G
LEGAL DESCRIPTION FOR RESULTANT PARCEL 3

All that certain real property situate within a portion of the Southeast One-Quarter (SE 1/4) of Section Seventeen (17), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, being more particularly described as follows:

BEGINNING at the northeast corner of Lot 11 within Block 5 as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada;

THENCE southerly coincident with the easterly line of Lots 10 and 11 within said Block 5, South 0°00'00" West, 60.00 feet to the southeast corner of said Lot 10;

THENCE westerly coincident with and on a projection thereof the southerly line of said Lot 10, North 90°00'00" West 136.00 feet to a point coincident with the easterly Right-of-Way of South Pratt Avenue as described within that certain Right-of-Way Abandonment, recorded November 17, 1998, as File No. 226201, Official Records of Carson City, Nevada;

THENCE northerly coincident with said easterly Right-of-Way, North 0°00'00" East, 60.00 feet (North 00°57'37" East per Abandonment No, 226201) to an apparent intersection with said easterly Right-of-Way and the northerly line of aforesaid Lot 11;

THENCE easterly coincident with said northerly line and the projection thereof, South 90°00'00" East, 136.00 feet to the **POINT OF BEGINNING** and end of this description.

Containing 8,160 square feet of land, more or less.

SEE EXHIBIT G-1 attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is identical to that as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada

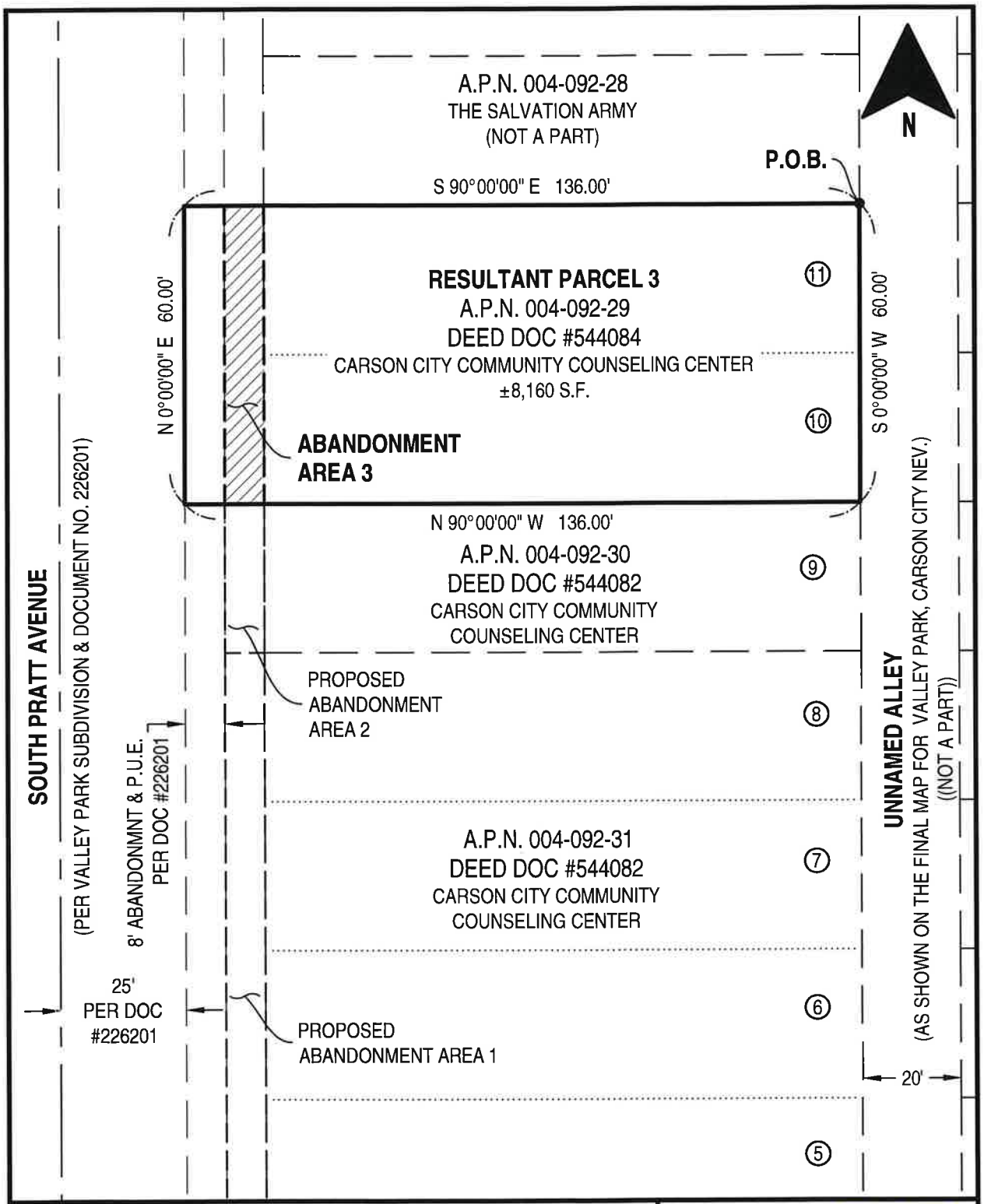
Prepared By:

JKAE Design
Justin M. Moore, P.L.S.
Nevada Certificate No. 22362
777 Center Street, Suite 104
Reno, NV 89501
jmoore@jkaedesign.com
(775)530-0926

PROFESSIONAL LAND SURVEYOR · STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

2/12/2025

FOR REVIEW



Project No: **24-665**	**EXHIBIT G-1**	JKAE
Scale: **1"=30'**	**RESULTANT BOUNDARY FOR A.P.N. 004-092-29**	
Sheet No: **1 of 1**	**SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.**	
	CARSON CITY **NEVADA**	WWW.JKAEDESIGN.COM

Justin Moore

From: Stephen Pottey <SPottey@carson.org>
Sent: Thursday, February 13, 2025 9:05 AM
To: Justin Moore
Subject: RE: S. Pratt partial abandonment - Memo of Support

Mr. Moore,

Carson City supports the proposed abandonment of right-of-way along S Pratt Street between E 2nd Street and E 5th Street. You may use this email as your memo of support.

Stephen Pottéy, PE | Senior Project Manager
Public Works Department | Carson City
108 E. Proctor Street, Carson City, NV 89701
Direct: 775-283-7079 | Email: spottey@carson.org
#CarsonProud

From: Justin Moore <jmoore@jkaedesign.com>
Sent: Thursday, February 13, 2025 8:38 AM
To: Stephen Pottey <SPottey@carson.org>
Subject: S. Pratt partial abandonment - Memo of Support

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Good morning, Stephen.

I have a project in Carson City off S. Pratt Street for the Carson City Community Counseling Center. During the course of the survey, it was discovered that there is an 8' stripe of right of way that was never formally abandoned and has created a gap in the subject properties. The 8' gap in right of way happens between the 41' width shown on the final map and the 33'/25' resultant right of way from Abandonment #226201. This gap is highlighted on the attached Assessors Map.

I've have been in communications with Robert Nellis about this and he is aware this application is coming. He was able to locate City Counsel minutes where the motion was made to narrow the roadway, but a formal abandonment had never been completed. I've also contacted the Title Company, and they instructed me that the city counsel minutes were not sufficient, and we must complete this abandonment to resolve the gap in land.

I am asking for a Memo of Support to accompany my full application. Please let me know if you have any questions or if you need additional information.

Thank you,
Justin

Justin Moore, PLS

UTILITY STATEMENTS FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY

LOCATED AT: 0, 221, & 229 South Pratt Avenue, Carson City, NV 89701 (A.P.N.'s 004-092-29, 30, & 31)

(THE LOCATION, APN NUMBER AND ADDRESS MUST BE LISTED ABOVE PRIOR TO OBTAINING SIGNATURES)

1. We DO NOT have a utility in the right-of-way being abandoned and DO NOT desire continuation of said easement in its present location.

Cliff Cooper Digitally signed by Cliff Cooper Date: 2025.02.13 09:03:19 -08'00'

Signature	Print Name	Company	Date
	Cliff Cooper	AT&T Nevada	2/13/2025

2. We DO have a utility in the right-of-way being abandoned and desire creation of a public utility easement (PUE) along the alignment of the existing utility.

Signature	Print Name	Company	Date

3. OTHER: (Please type in a statement which applies to your situation): _____

_____

Signature	Print Name	Company	Date

THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS

NV Energy
Charter Communications
Carson City Utilities (will sign during review)
Southwest Gas Corporation
AT&T Nevada

UTILITY STATEMENTS FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY

LOCATED AT: 0, 221, & 229 South Pratt Avenue, Carson City, NV 89701 (A.P.N.'s 004-092-29, 30, & 31)

(THE LOCATION, APN NUMBER AND ADDRESS MUST BE LISTED ABOVE PRIOR TO OBTAINING SIGNATURES)

1. We DO NOT have a utility in the right-of-way being abandoned and DO NOT desire continuation of said easement in its present location.

Signature	Print Name	Company	Date
Armando Grajeda	Armando Grajeda	Spectrum/ Charter	2/18/25

2. We DO have a utility in the right-of-way being abandoned and desire creation of a public utility easement (PUE) along the alignment of the existing utility.

Signature	Print Name	Company	Date

3. OTHER: (Please type in a statement which applies to your situation): _____

_____

Signature	Print Name	Company	Date

THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS

NV Energy
Charter Communications
Carson City Utilities (will sign during review)
Southwest Gas Corporation
AT&T Nevada

UTILITY STATEMENTS FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY

LOCATED AT: 0, 221, & 229 South Pratt Avenue, Carson City, NV 89701 (A.P.N.'s 004-092-29, 30, & 31)

(THE LOCATION, APN NUMBER AND ADDRESS MUST BE LISTED ABOVE PRIOR TO OBTAINING SIGNATURES)

1. We DO NOT have a utility in the right-of-way being abandoned and DO NOT desire continuation of said easement in its present location.

Signature	Print Name	Company	Date
Cody Ebbe	Cody Ebbe	Southwest Gas	02/26/25

2. We DO have a utility in the right-of-way being abandoned and desire creation of a public utility easement (PUE) along the alignment of the existing utility.

Signature	Print Name	Company	Date

3. OTHER: (Please type in a statement which applies to your situation): _____

Signature	Print Name	Company	Date

THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS

NV Energy
Charter Communications
Carson City Utilities (will sign during review)

Southwest Gas Corporation
AT&T Nevada

UTILITY STATEMENTS FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY

LOCATED AT: 0, 221, & 229 South Pratt Avenue, Carson City, NV 89701 (A.P.N.'s 004-092-29, 30, & 31)

(THE LOCATION, APN NUMBER AND ADDRESS MUST BE LISTED ABOVE PRIOR TO OBTAINING SIGNATURES)

1. We DO NOT have a utility in the right-of-way being abandoned and DO NOT desire continuation of said easement in its present location.

Signature	Print Name	Company	Date
Chris Robinson	Chris Robinson	NV Energy	2/25/2025

2. We DO have a utility in the right-of-way being abandoned and desire creation of a public utility easement (PUE) along the alignment of the existing utility.

Signature	Print Name	Company	Date

3. OTHER: (Please type in a statement which applies to your situation): _____

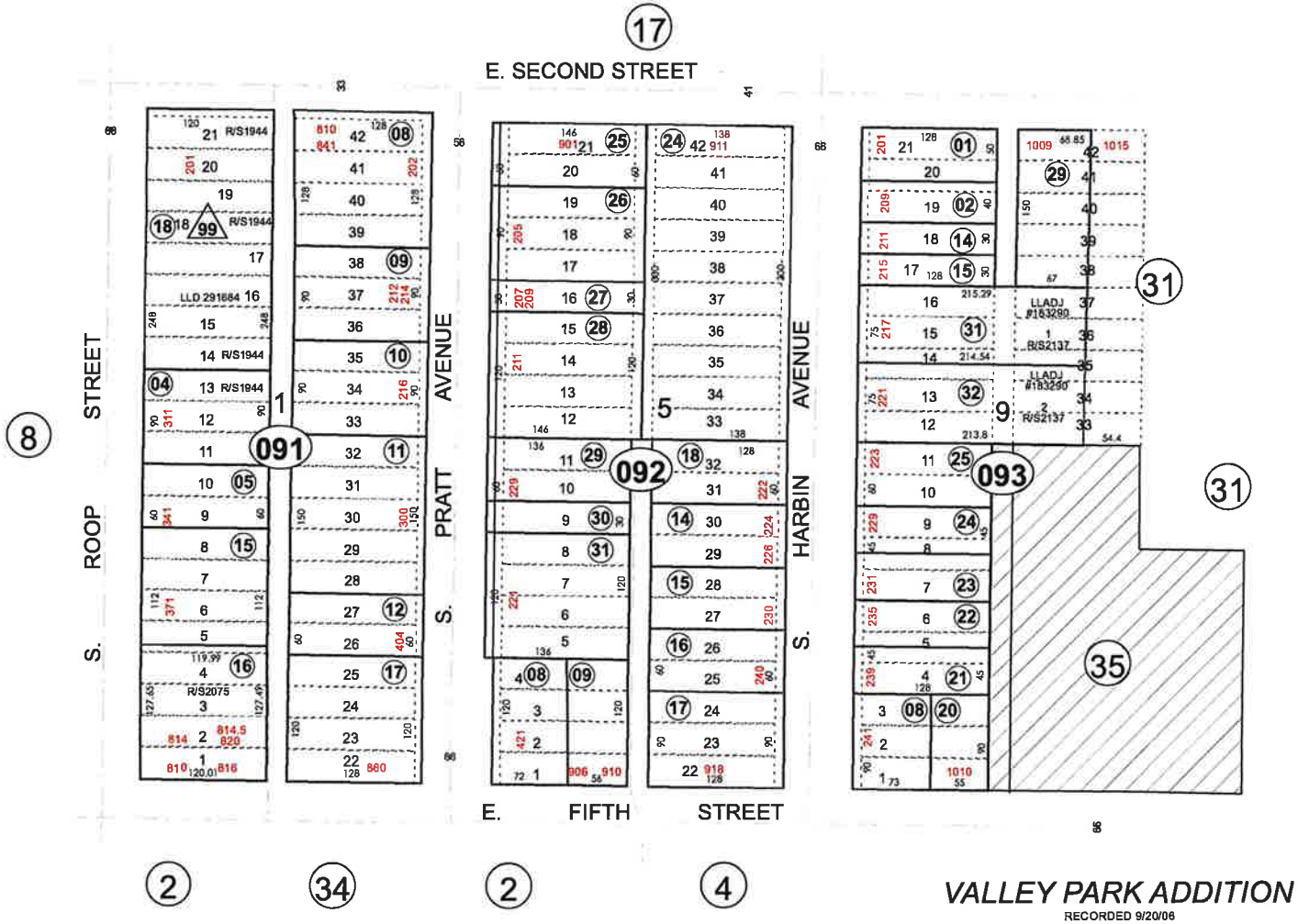
_____

Signature	Print Name	Company	Date

THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS

NV Energy
Charter Communications
Carson City Utilities (will sign during review)
Southwest Gas Corporation
AT&T Nevada

PORTION NW1/4 SE1/4 SECTION 17
T.15 N., R.20 E., M.D.B. & M.



CORRECTED ROOP ST ROW

CARSON CITY NEVADA
THIS MAP IS PREPARED FOR THE USE OF THE CARSON CITY ASSESSOR FOR ASSESSMENT AND ILLUSTRATIVE PURPOSES ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HEREON. YOU CAN VIEW AND PRINT OUR MAPS AT NO CHARGE FROM OUR WEBSITE AT WWW.CARSON.ORG/HOME

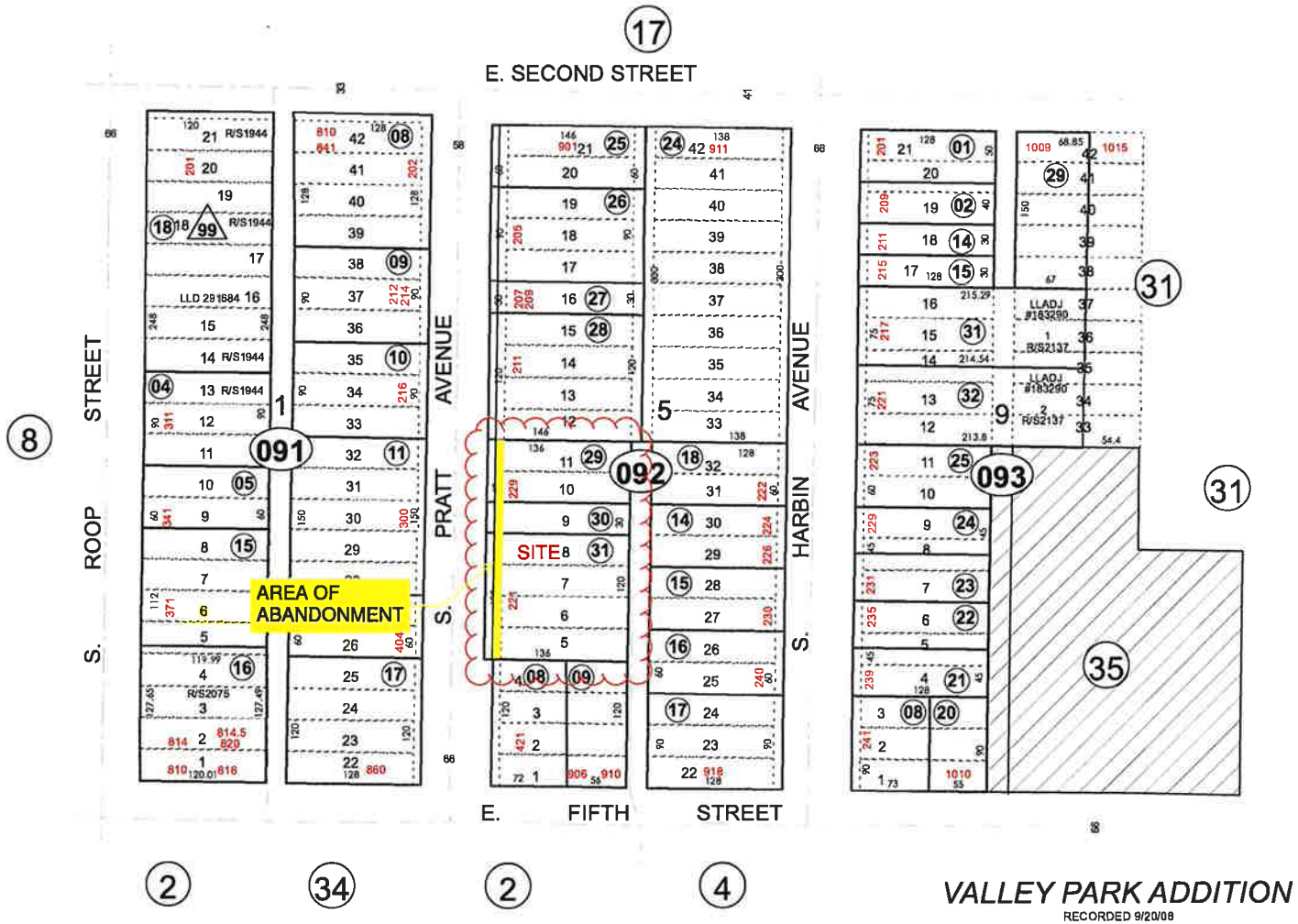
N
W E
S

SCALE:1"= 150'

NOTE
SOME PARCELS DELINEATED HEREON MAY NOT BE PRESENTED IN TRUE SIZE, SHAPE, OR LOCATION DUE TO DISCREPANCIES BETWEEN LOT LINES.

Revised: 02/14/2022

PORTION NW1/4 SE1/4 SECTION 17
T.15 N., R.20 E., M.D.B. & M.



VALLEY PARK ADDITION
RECORDED 9/20/08

CORRECTED ROOP ST ROW

CARSON CITY NEVADA
THIS MAP IS PREPARED FOR THE USE OF THE CARSON CITY ASSESSOR FOR ASSESSMENT AND ILLUSTRATIVE PURPOSES ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HEREON. YOU CAN VIEW AND PRINT OUR MAPS AT NO CHARGE FROM OUR WEBSITE AT WWW.CARSON.ORG/HOME

N
W E
S

SCALE:1"= 150'

NOTE
SOME PARCELS DELINEATED HEREON MAY NOT BE PRESENTED IN TRUE SIZE, SHAPE, OR LOCATION DUE TO DISCREPANCIES BETWEEN LOT LINES.

Revised: 02/14/2022

PLAN HOLD

PEEL PROTECTIVE STRIP TO EXPOSE ADHESIVE. POSITION EDGE OF PRINT ON THIS LINE AND RUB TO ADHERE.

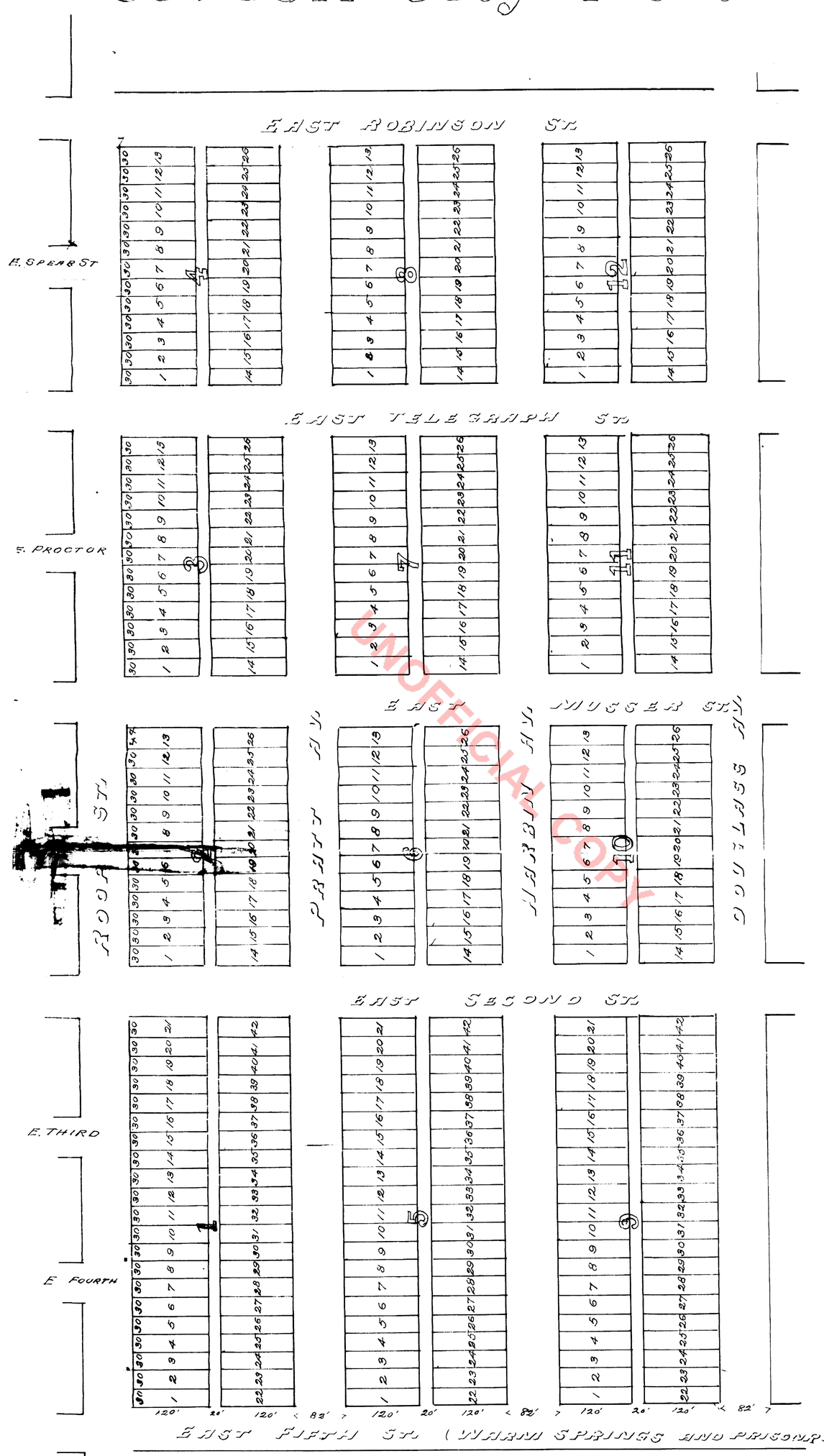
DRAWING NUMBER
VALLEY PARK

1

PLAN HOLD CORPORATION · TORRANCE · CALIFORNIA

VALLEY PARK,

Carson City Nev.



UNOFFICIAL COPY

STATE OF NEVADA, }
COUNTY OF ORMSBY } SS.

On this 24th day of September in the year One Thousand Nine Hundred and Six, before me, C.H. PETERS, a Notary Public in and for the County of Ormsby, personally appeared PAUL G. LEWIS, known to me to be the Vice President and JAS. T. DAVIS, Secretary of VALLEY LAND COMPANY, a corporation existing under and by virtue of the laws of Nevada, that said Corporation is the owner of that certain land for which on behalf and by the authority of said Corporation they caused to be made an accurate plat of the parcels of ground laid out and platted, particularly setting forth and describing same by their boundaries, courses and extent; and such portions as are intended for avenues and alleys, and all lots intended for sale, by numbers and their precise length and width.

That they executed the above plat on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Official Seal at my office in the City of Carson, County of Ormsby, the day and year in this Certificate first above written.

C. H. Peters

Notary Public in and for the County of Ormsby, State of Nevada

STATE OF NEVADA }
COUNTY OF ORMSBY } SS.

I, A.C. PRATT, a Surveyor of the City of CARSON, County of Ormsby and State of Nevada do hereby certify that at the request and by the authority thereunto duly authorized of VALLEY LAND COMPANY, a Corporation organized and existing under and by virtue of the laws of Said State, have made the above and foregoing Plat from the Survey made by me of the land of Said Corporation, Situated in Ormsby County State of Nevada, and bounded and described as follows:

Beginning at intersection of ROOP and FIFTH Streets, CARSON CITY, NEVADA and extending along the North boundary of FIFTH Street or Warm Spring Road to DOUGLASS AVENUE VALLEY PARK; Thence North along West boundary of DOUGLASS AVENUE to North boundary of EAST ROBINSON STREET, Thence West along North boundary of EAST ROBINSON STREET to East line of ROOP STREET; Thence South along the East Boundary of ROOP STREET to place of beginning; Comprising what is designated as BLOCKS 1 to 12 VALLEY PARK, CARSON CITY, NEV.

That said surveys are accurately represented on this plat.

Dated at Carson, Nevada, this 24th day of September, 1906.

A.C. Pratt

1

AN ORDER ABANDONING AN APPROXIMATE 8 FOOT WIDE BY 506.4 FOOT LONG PUBLIC RIGHT-OF-WAY LOCATED AT 901 EAST SECOND STREET AND 207, 211, 221 AND 229 SOUTH PRATT AVENUE, ADJACENT TO APN'S 4-092-20, 21, 22, 23, 5, 6 AND 7 IN CARSON CITY, NEVADA.

WHEREAS, on May 13, 1997, Western Ventures Group, Inc., filed a written application seeking vacation and abandonment of an approximate 8 foot wide by 506.4 foot long public right-of-way, located at 901 East Second Street and 207, 211, 221 and 229 South Pratt Avenue, adjacent to APN's 4-092-20, 21, 22, 23, 5, 6 and 7 in Carson City, Nevada; and

WHEREAS, said application was thereafter referred to the Carson City Regional Planning Commission; and

WHEREAS, the subject right-of-way was dedicated to Ormsby County on September 20, 1906 in Book 31, Page 213, in Carson City by means of the Valley Park Addition; and

WHEREAS, a public hearing was thereafter duly noticed and held before the Carson City Regional Planning Commission on June 25, 1997, at which time the Commission recommended approval of abandonment of the right-of-way in question; and

WHEREAS, the Carson City Board of Supervisors, at their regularly and duly noticed meeting of July 17, 1997, found that the public would not be materially injured by the proposed vacation and accordingly ordered the abandonment of the public right-of-way in question pursuant to the provisions of NRS 278.480 which among its provisions requires a written order to be prepared and recorded in the office of the Carson City Recorder; and

WHEREAS, the vacation and abandonment of the street right-of-way is more particularly described on the attached

UNOFFICIAL COPY

226201

Exhibit "A", shown on Exhibit "B", and attached utility statements on Exhibits "C", "D", "E", "F" and "G".

NOW, THEREFORE, the Board of Supervisors hereby orders:

1. That the above-described right-of-way is hereby abandoned according to the provisions of NRS 278.480.

2. That if Carson City or a utility company has a utility or an easement over or under the property hereby vacated and abandoned by this order, said easement or easements shall be continued and shall not be affected by the abandonment.

ORDERED this 17th day of July, 1997, by the Carson City Board of Supervisors.

CARSON CITY,

By: _____
RAY MASAYKO, Mayor

ATTEST:

_____
ALAN GLOVER, Clerk/Recorder

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UNOFFICIAL COPY

Palmer & Lauder Engineers, Inc.
1175 Fairview Drive, Suite "N" • Carson City, NV 89701 • (702) 884-0479 Fax: 884-4226

LEGAL DESCRIPTION

ROADWAY RIGHT-OF-WAY

ABANDONMENT

A PORTION OF APN's 4-092-20, 21, 22, 23, 05 06, and 07

EXHIBIT "A"

That Portion of the Northwest ¼ of the Southwest ¼ of Section 17, Township 15 North, Range 20 East, M.D.B.&M. in Carson City, State of Nevada, being more particularly described as follows:

Commencing at the centerline intersection of East Second Street and South Pratt Avenue; thence S 00° 57' 37" W 41.00 feet to a point in the centerline of South Pratt Avenue; thence S 89° 06' 26" E 33.00' to the true point of beginning; said point being on the East right-of-way line of South Pratt Avenue, and the South right-of-way line of East Second Street; thence S 00° 57' 37" W 506.44' along the East right-of-way of South Pratt Avenue to a point; thence N 89° 06' 26" W 8.00' to a point; thence N 00° 57' 37" E 506.44' to a point; thence S 89° 06' 26" E 8.00' to the point of beginning.

Prepared by:

Palmer & Lauder Engineers, Inc.
1175 Fairview Drive, Suite N
Carson City, Nevada 89701
(702) 884-0479

NOTE: This description is provided from existing maps and documents and does not constitute a legal survey.

c:wpfiles\office\freedom\sopratt.leg

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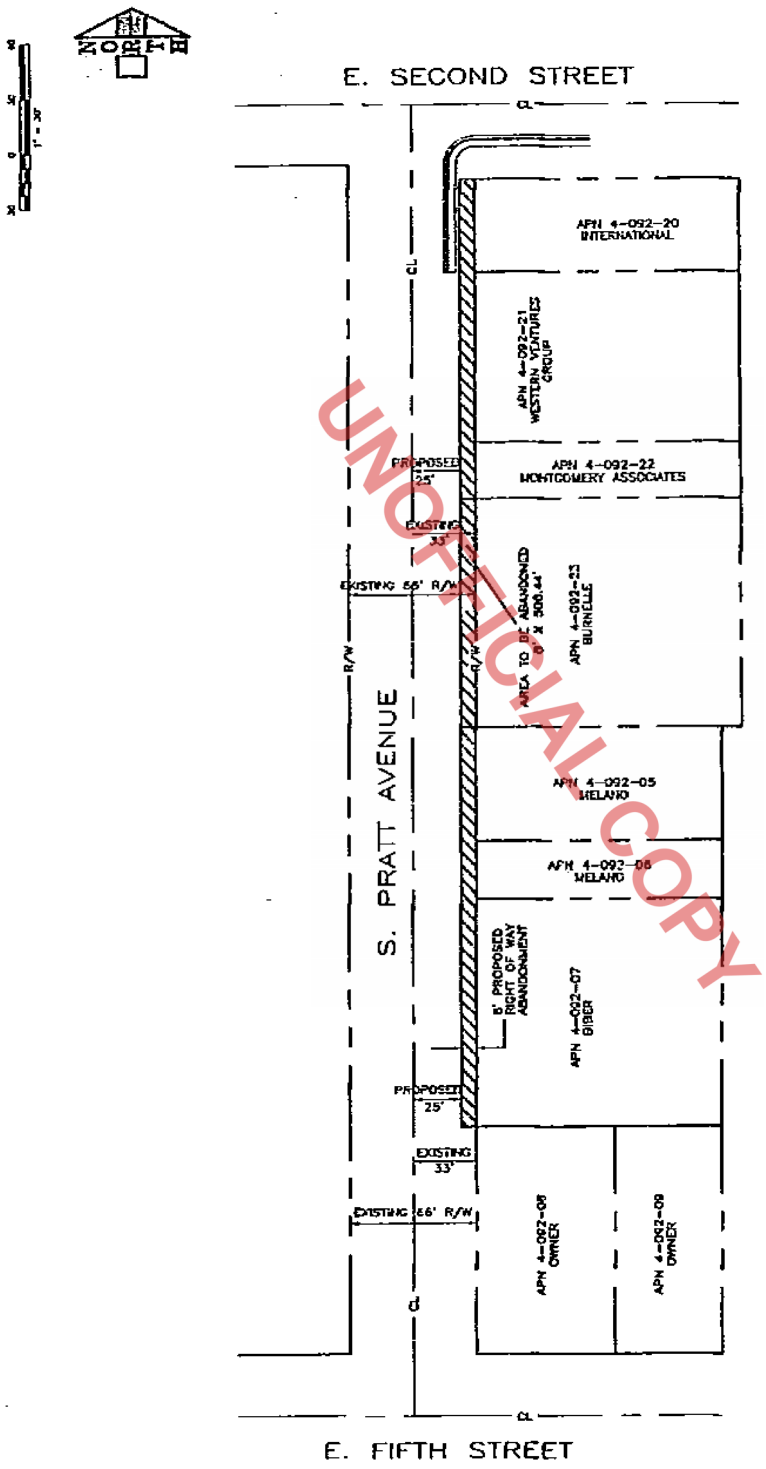
EXHIBIT "B"



UNOFFICIAL COPY

NOTE: THIS MAP COMPILED FROM ASSESSOR'S MAPS AND CONTROLLED AERIAL MAPPING AND DOES NOT REPRESENT A LEGAL SURVEY.

SOUTH PRATT AVENUE

PROPOSED RIGHT OF WAY ABANDONMENT

WESTERN VENTURES GROUP, INC.

PALMER & LAUDER ENGINEERS, INC.

1175 Fairview Drive, Suite 8
Carson City, Nevada 89701

PHONE (702) 884-0479
FAX (702) 884-4226

UTILITY STATEMENTS FOR RIGHT-OF-WAY ABANDONMENT LOCATED AT

Exhibit "C"

8' Adjacent [redacted]-092-20, 21, 22 & 23, 5, [redacted], 7 on Pratt Ave

1. We do not have a utility easement in the easement being abandoned.

	Signature	Company	Date
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			

2. We do have utility in the right-of-way being abandoned and desire a continuation of said easement in its present location.

	Signature	Company	Date
SIGNED:	Jay Adams	Carson City Utilities	4-10-97
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			

3. Other (Please type in a statement which applies to your situation). No Public Works Requirements

	Signature	Company	Date
SIGNED:	Jim Stall	C.C. Public Works	6/12/97
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			

THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS:

Sierra Pacific Power Company
Carson TV Cable
Carson City Utilities Department
Carson City Public Works Dept. (will sign during review process)

Southwest Gas Corporation
Nevada Bell Telephone Company

UNOFFICIAL COPY

UTILITY STATEMENTS FOR RIGHT-OF-WAY ABANDONMENT LOCATED AT

EXHIBIT "D"

1. We do not have a utility easement in the easement being abandoned.

SIGNED: _____ Signature _____ Company _____ Date

SIGNED: _____ Signature _____ Company _____ Date

SIGNED: _____ Signature _____ Company _____ Date

SIGNED: _____ Signature _____ Company _____ Date

SIGNED: _____ Signature _____ Company _____ Date

SIGNED: _____ Signature _____ Company _____ Date

2. We do have utility in the right-of-way being abandoned and desire a continuation of said easement in its present location.

SIGNED: Gerald Murphy Signature Sierra Pacific Power Co. Company 9-10-97 Date

SIGNED: _____ Signature _____ Company _____ Date

SIGNED: _____ Signature _____ Company _____ Date

SIGNED: _____ Signature _____ Company _____ Date

SIGNED: _____ Signature _____ Company _____ Date

SIGNED: _____ Signature _____ Company _____ Date

3. Other (Please type in a statement which applies to your situation). _____

SIGNED: _____ Signature _____ Company _____ Date

SIGNED: _____ Signature _____ Company _____ Date

SIGNED: _____ Signature _____ Company _____ Date

SIGNED: _____ Signature _____ Company _____ Date

SIGNED: _____ Signature _____ Company _____ Date

SIGNED: _____ Signature _____ Company _____ Date

THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS:

Sierra Pacific Power Company
Carson TV Cable
Carson City Utilities Department
Carson City Public Works Dept. (will sign during review process)
Southwest Gas Corporation
Nevada Bell Telephone Company

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UTILITY STATEMENTS FOR RIGHT-OF-WAY ABANDONMENT LOCATED AT

EXHIBIT "E"

1. We do not have a utility easement in the ~~easement~~ Right of way being abandoned.

	Signature	Company	Date
SIGNED:	[illegible]	TCI	4.9.97
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			

2. We do have utility in the right-of-way being abandoned and desire a continuation of said easement in its present location.

	Signature	Company	Date
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			

3. Other (Please type in a statement which applies to your situation). _____

	Signature	Company	Date
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			

THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS:

Sierra Pacific Power Company
Carson TV Cable
Carson City Utilities Department
Carson City Public Works Dept. (will sign during review process)

Southwest Gas Corporation
Nevada Bell Telephone Company

UNOFFICIAL COPY

UTILITY STATEMENTS FOR RIGHT-OF-WAY ABANDONMENT LOCATED AT

EXHIBIT "F"

1. We do not have a utility easement in the easement being abandoned.

	Signature	Company	Date
SIGNED:	Martin Strong	Southwest Gas Corp	4-16-97
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			

2. We do have utility in the right-of-way being abandoned and desire a continuation of said easement in its present location.

	Signature	Company	Date
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			

3. Other (Please type in a statement which applies to your situation). _____

	Signature	Company	Date
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			

THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS:

Sierra Pacific Power Company
Carson TV Cable
Carson City Utilities Department
Carson City Public Works Dept. (will sign during review process)
Southwest Gas Corporation
Nevada Bell Telephone Company

UNOFFICIAL COPY

UTILITY STATEMENTS FOR RIGHT-OF-WAY ABANDONMENT LOCATED AT

EXHIBIT "G"

1. We do not have a utility easement in the easement being abandoned.

	Signature	Company	Date
SIGNED:	D.L. Carmichael	Nevada Bell	5/2/97
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			

2. We do have utility in the right-of-way being abandoned and desire a continuation of said easement in its present location.

	Signature	Company	Date
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			

3. Other (Please type in a statement which applies to your situation). _____

	Signature	Company	Date
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			
SIGNED:			

THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS:

Sierra Pacific Power Company
Carson TV Cable
Carson City Utilities Department
Carson City Public Works Dept. (will sign during review process)

Southwest Gas Corporation
Nevada Bell Telephone Company

UNOFFICIAL COPY

UNOFFICIAL COPY

FILED FOR RECORD
AT THE REQUEST OF
Western Ventures Group
'98 NOV 17 P2:20

FILE NO. 226201
ALAN GLOVER
CARSON CITY RECORDER
FEES 16 DEP.

226201

Cash

TITLE COMMITMENT

for

0 S Pratt Avenue, Carson City, NV 89701

Escrow Number:
2528492

Escrow Officer
Kelly Bradshaw
(775) 507-3800
teambradshaw@stewart.com

Branch Location:
Reno Office
540 W Plumb Ln, Suite 100
Reno, NV 89509

Signed and Received by:

_____

_____

_____

_____

TRANSACTION QUESTIONNAIRE

HELP US HELP YOU TO A SMOOTH CLOSING

IF ANY OF THE BELOW QUESTIONS ARE ANSWERED "YES", OR IF YOU HAVE ANY QUESTIONS ABOUT THE BELOW INFORMATION, PLEASE CONTACT YOUR ESCROW OFFICER IMMEDIATELY

- Have any of the principals filed bankruptcy?
- Do any of the principals plan to use a Power of Attorney?
- Are any of the principals going through a divorce?
- Is anyone currently vested in title deceased and/or incapacitated?
- Do any of the principals NOT have a valid photo identification?
- Is there construction work in progress, recently completed or is there unfinished construction?
- Is there a manufactured or mobile home on the property?
- Are the sellers a non-resident alien or an out of the country seller?
- Will a new entity be formed? (i.e. Partnership, LLC, Corporation)
- Will any of the principals be participating in a 1031 Exchange?
- Are any of the principals unable to sign at a Stewart Title Company office? If so, an approved notary will be required

THANK YOU FOR CHOOSING STEWART TITLE COMPANY!

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Stewart Title Company
540 W Plumb Ln, Suite 100
Reno, NV 89509

STEWART TITLE GUARANTY COMPANY
INCORPORATED
1908
TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I - Requirements;
f. Schedule B, Part II - Exceptions; and
g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I - Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:	Stewart Title Company
Issuing Office:	540 W Plumb Ln, Suite 100, Reno, NV 89509
Issuing Office's ALTA® Registry ID:	
Loan ID Number:	
Commitment Number:	2528492
Issuing Office File Number:	2528492
Property Address:	0 S Pratt Avenue, Carson City, NV 89701
Revision Number:	

Inquiries Should be Directed to:

Kelly Bradshaw, Escrow Officer
(775) 507-3800 Fax: (775) 409-4340
Email: teambradshaw@stewart.com

1. **Commitment Date:** January 9, 2025 at 8:00AM

2. **Policy to be issued:** **Proposed Amount of Insurance**

   (a) 2021 ALTA® Owner's Policy - Standard
   Proposed Insured: To Be Determined

   (b) ALTA® _____
   Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

   FEE SIMPLE

4. **The Title is, at the Commitment Date, vested in:**

   Carson City Community Counseling Center, a Nevada Nonprofit Corporation

5. **The Land is described as follows:**

   See Exhibit "A" Attached Hereto

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY

Renee Muldoon

Authorized Countersignature
Renee Muldoon, Title Officer

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2528492

All that certain real property situated in the County of Carson City, State of Nevada, described as follows:

Lot 9, in Block 5, of VALLEY PARK ADDITION, according to the Map thereof, filed in the Office of the County Recorder of Carson City, Nevada, on September 25, 1906, in Book 1 of Maps, Page 1.

Together with that portion of South Pratt Avenue abandoned by document recorded November 17, 1998, as Document No. 226201, Official Records of Carson City, Nevada.

APN: 004-092-30

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2528492

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Show that restrictions or restrictive covenants have not been violated.

6. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.

7. Pay all taxes, charges, and assessments affecting the land that are due and payable.

8. After the review of all the required documents, the Company reserves the right to add additional items and/or make additional requirements prior to the issuances of any policy of title insurance.

9. Satisfactory verification of the identity of the seller(s) and buyer(s) is required prior to recording and/or closing the transaction.

10. The subject property appears to be free and clear of any liens or mortgages. An OWNERS FREE & CLEAR AFFIDAVIT, will be required to verify that this property is in fact unencumbered by any loans or liens.

11. The requirement that an Owner's Declaration/Affidavit be completed, and supplied for review prior to the issuance of a policy of title insurance.

12. Before issuing its policy of title insurance, this Company will require evidence, satisfactory to the Company that Carson City Community Counseling Center, a Nevada Nonprofit Corporation: (a) is validly formed on the date when documents in this transaction are to be signed; (b) is in good standing and authorized to do business in the state or country where the entity was formed; and (c) an original or certified copy of the resolution authorizing the subject transaction.

13. PLEASE PROVIDE BUYERS NAME PRIOR TO THE CLOSE OF ESCROW.

14. Any liens that may be filed for work of improvement in progress or recently completed on said land. (NO NOTICE OF COMPLETION HAS BEEN RECORDED)

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15. A property inspection will be made prior to recording the trust deed to be insured. If such inspection discloses any evidence of commencement of a work of improvement, the coverage for mechanic's lien insurance will be deleted from the policy, unless all the necessary documents for indemnification have been submitted to the Company and such indemnification has been formally approved by the Company, prior to recording the trust deed.

16. Pending disbursement of the loan secured by the mortgage described herein, the Company insures only to the extent of the amount actually disbursed but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to the title, up to the face amount of the policy. Notwithstanding anything contained herein to the contrary, this policy does not guarantee the completion of the improvements, nor the sufficiency of funds for the completion

17. If the intended transaction involves a Construction Loan wherein the Proposed Lender is requesting ALTA Extended Coverage, including Mechanic's Lien Coverage, the ALTA 32 and ALTA 33 Endorsement procedure will be required to be approved for use by the Lender.

18. New construction will require underwriter approval prior to close of escrow, see Item(s) 14-17, above.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2528492

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. Any lien or right to a lien for services, labor, equipment or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

   Exceptions 2-5 will be omitted on extended coverage policies.

6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records, proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

7. (a) unpatented mining claims, (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records, (d) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

9. The lien, if any, of supplemental taxes, assessed pursuant to the provision of the Nevada Revised Statutes.

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10. Any liens that may be created for delinquent waste management charges pursuant to NRS 444.520.

11. Rights of way for any existing roads, trails, canals, streams, ditches, drain ditches, pipe, pole or transmission lines traversing said premises.

12. Water rights, claims or title to water, whether or not recorded.

13. State and County Taxes for the fiscal year July 1, 2024 to June 30, 2025, together with any other taxes or assessments collected therewith, a lien, now due and payable: ASSESSORS PARCEL NUMBER: 004-092-30
ASSESSORS PARCEL MAP
QUARTERLY INSTALLMENTS
1st $81.80
Status Paid
2nd $80.26
Status Paid
3rd $80.26
Status Paid
4th $80.26
Status Unpaid (Due 1st Monday in March)
Total $322.58

14. Any lien which may be levied by the Carson City Utilities Department by reason of said land lying within its boundaries.

15. Rights of the public, county and/or city in that portion lying within the street as it now exists:

    Street Name: South Pratt Avenue

16. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on the subdivision map referenced in the legal description contained herein. Reference is hereby made to said plat for particulars. If one is not included herewith, one will be furnished upon request.

17. Rights of parties in possession.

    THE FOLLOWING NOTES ARE FOR INFORMATION PURPOSES ONLY:

    Stewart Title Company RESERVES THE RIGHT TO AMEND THIS COMMITMENT/REPORT AT ANY TIME.

    *****ATTENTION LENDERS*****

    THE 100 ENDORSEMENT IS NO LONGER BEING OFFERED. THE REPLACEMENT ALTERNATIVE IS THE ALTA 9.10-06 AND IS NOW REFLECTED IN THE ALTA SUPPLEMENT IN THE COMMITMENT/REPORT.

    NOTE: Any notes following the legal description (if any) referencing NRS 111.312 are required for recording purposes only and will not be insured in any policy of title insurance.

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NOTE: A search of the Official Records for the county referenced in the above order number, for the 24 months immediately preceding the date above discloses the following instruments purporting to convey the title to said land: Affidavit of Death of Trustee recorded May 12, 2023, Document No. 539752, Correction Affidavit- Death of Trustee recorded December 18, 2023, Document No. 544080,Correction Grant, Bargain, Sale Dee recorded December 18, 2023, Document No. 544081 and Grant, Bargain, Sale Deed recorded December 18, 2023, Document No. 544082.

NOTE: If any current work of improvements have been made on the herein described real property (within the last 90 days) and this Commitment/Report is issued in contemplation of a Policy of Title Insurance which affords mechanic lien priority coverage (i.e. ALTA POLICY); the following information must be supplied for review and approval prior to the closing and issuance of said Policy: (a) Copy of Indemnity Agreement; (b) Financial Statements; (c) Construction Loan Agreement; (d) If any current work of improvements have been made on the herein described real property Building Construction Contract between borrower and contractor; (e) Cost breakdown of construction; (f) Appraisal; (g) Copy of Voucher or Disbursement Control Statement (if project is complete).

NOTE: This commitment/report makes no representations as to water, water rights, minerals or mineral rights and no reliance can be made upon this commitment/report or a resulting title policy for such rights or ownership.

NOTE: Notwithstanding anything to the contrary in this commitment/report, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this commitment/report. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

NOTE: The map, if any, attached hereto is subject to the following disclaimer:

Stewart Title Company does not represent this plat as a survey of the land indicated hereon, although believed to be correct, no liability is assumed as to the accuracy thereof.

NOTE: Short Term Rate Applicable

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STEWART INFORMATION SERVICES CORPORATION
GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Effective Date: January 1, 2020
Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice ("**CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
l. Auditing for compliance with federal and state laws, rules, and regulations.
m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. Affiliated Companies.
c. Parties involved in litigation and attorneys, as required by law.
d. Financial rating organizations, rating bureaus and trade associations.
e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Internet or other similar network activity
Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.

2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.

3. Debug products to identify and repair errors that impair existing intended functionality.

4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.

5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).

6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.

7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.

8. Comply with a legal obligation.

9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at **OptOut@stewart.com**; or

2. Visiting **https://www.stewart.com/en/quick-links/ccpa-request.html**

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

TITLE COMMITMENT

for

221 S Pratt Avenue, Carson City, NV 89701

Escrow Number:
2528467

Escrow Officer
Kelly Bradshaw
(775) 507-3800
teambradshaw@stewart.com

Branch Location:
Reno Office
540 W Plumb Ln, Suite 100
Reno, NV 89509

Signed and Received by:

_____

_____

_____

_____

TRANSACTION QUESTIONNAIRE

HELP US HELP YOU TO A SMOOTH CLOSING

IF ANY OF THE BELOW QUESTIONS ARE ANSWERED "YES", OR IF YOU HAVE ANY QUESTIONS ABOUT THE BELOW INFORMATION, PLEASE CONTACT YOUR ESCROW OFFICER IMMEDIATELY

- Have any of the principals filed bankruptcy?
- Do any of the principals plan to use a Power of Attorney?
- Are any of the principals going through a divorce?
- Is anyone currently vested in title deceased and/or incapacitated?
- Do any of the principals NOT have a valid photo identification?
- Is there construction work in progress, recently completed or is there unfinished construction?
- Is there a manufactured or mobile home on the property?
- Are the sellers a non-resident alien or an out of the country seller?
- Will a new entity be formed? (i.e. Partnership, LLC, Corporation)
- Will any of the principals be participating in a 1031 Exchange?
- Are any of the principals unable to sign at a Stewart Title Company office? If so, an approved notary will be required

THANK YOU FOR CHOOSING STEWART TITLE COMPANY!

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Stewart Title Company
540 W Plumb Ln, Suite 100
Reno, NV 89509

STEWART TITLE GUARANTY COMPANY
INCORPORATED
1908
TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I - Requirements;
f. Schedule B, Part II - Exceptions; and
g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I - Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:	Stewart Title Company
Issuing Office:	540 W Plumb Ln, Suite 100, Reno, NV 89509
Issuing Office's ALTA® Registry ID:	
Loan ID Number:	
Commitment Number:	2528467
Issuing Office File Number:	2528467
Property Address:	221 S Pratt Avenue, Carson City, NV 89701
Revision Number:	

Inquiries Should be Directed to:

Kelly Bradshaw, Escrow Officer
(775) 507-3800 Fax: (775) 409-4340
Email: teambradshaw@stewart.com

1. **Commitment Date:** January 9, 2025 at 8:00AM

2. **Policy to be issued:** **Proposed Amount of Insurance**

   (a) 2021 ALTA® Owner's Policy - Standard
   Proposed Insured: To Be Determined

   (b) ALTA® _____
   Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

   FEE SIMPLE

4. **The Title is, at the Commitment Date, vested in:**

   Carson City Community Counseling Center, a Nevada Nonprofit Corporation

5. **The Land is described as follows:**

   See Exhibit "A" Attached Hereto

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY

Renee Muldoon

Authorized Countersignature
Renee Muldoon, Title Officer

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2528467

All that certain real property situated in the County of Carson City, State of Nevada, described as follows:

Lots 5, 6, 7 and 8, in Block 5, of VALLEY PARK ADDITION, according to the Map thereof, filed in the Office of the County Recorder of Carson City, Nevada, on September 20, 1906, in Book 31 of Powers, Plats and Miscellaneous, Page 213.

Together with that portion of S. Pratt Avenue abandoned by An Order Abandoning Public Right-of-way recorded November 17, 1998, as Document No. 226201, Official Records of Carson City, Nevada.

APN: 004-092-31

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2528467

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Show that restrictions or restrictive covenants have not been violated.

6. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.

7. Pay all taxes, charges, and assessments affecting the land that are due and payable.

8. After the review of all the required documents, the Company reserves the right to add additional items and/or make additional requirements prior to the issuances of any policy of title insurance.

9. The subject property appears to be free and clear of any liens or mortgages. An OWNERS FREE & CLEAR AFFIDAVIT, will be required to verify that this property is in fact unencumbered by any loans or liens.

10. The requirement that an Owner's Declaration/Affidavit be completed, and supplied for review prior to the issuance of a policy of title insurance.

11. Before issuing its policy of title insurance, this Company will require evidence, satisfactory to the Company that Carson City Community Counseling Center, a Nevada Nonprofit Corporation: (a) is validly formed on the date when documents in this transaction are to be signed; (b) is in good standing and authorized to do business in the state or country where the entity was formed; and (c) an original or certified copy of the resolution authorizing the subject transaction.

12. PLEASE PROVIDE BUYERS NAME PRIOR TO THE CLOSE OF ESCROW.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2528467

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. Any lien or right to a lien for services, labor, equipment or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

   Exceptions 2-5 will be omitted on extended coverage policies.

6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records, proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

7. (a) unpatented mining claims, (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records, (d) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

9. The lien, if any, of supplemental taxes, assessed pursuant to the provision of the Nevada Revised Statutes.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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10. Any liens that may be created for delinquent waste management charges pursuant to NRS 444.520.

11. Rights of way for any existing roads, trails, canals, streams, ditches, drain ditches, pipe, pole or transmission lines traversing said premises.

12. Water rights, claims or title to water, whether or not recorded.

13. State and County Taxes for the fiscal year July 1, 2024 to June 30, 2025, together with any other taxes or assessments collected therewith, a lien, now due and payable: ASSESSORS PARCEL NUMBER: 004-092-31
ASSESSORS PARCEL MAP
QUARTERLY INSTALLMENTS
1st $320.9
Status Paid
2nd $319.33
Status Paid
3rd $319.33
Status Paid
4th $319.33
Status Unpaid (Due 1st Monday in March)
Total $1278.89

14. Any lien which may be levied by the Carson City Utilities Department by reason of said land lying within its boundaries.

15. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on the subdivision map referenced in the legal description contained herein. Reference is hereby made to said plat for particulars. If one is not included herewith, one will be furnished upon request.

16. Rights of parties in possession.

THE FOLLOWING NOTES ARE FOR INFORMATION PURPOSES ONLY:

Stewart Title Company RESERVES THE RIGHT TO AMEND THIS COMMITMENT/REPORT AT ANY TIME.

*****ATTENTION LENDERS*****

THE 100 ENDORSEMENT IS NO LONGER BEING OFFERED. THE REPLACEMENT ALTERNATIVE IS THE ALTA 9.10-06 AND IS NOW REFLECTED IN THE ALTA SUPPLEMENT IN THE COMMITMENT/REPORT.

NOTE: Any notes following the legal description (if any) referencing NRS 111.312 are required for recording purposes only and will not be insured in any policy of title insurance.

ALTA SUPPLEMENT: This commitment/report is preparatory to the issuance of a 2021 ALTA Extended Coverage Lenders Policy of Title Insurance. We have no knowledge of any fact which would preclude the issuance of said ALTA Policy with an ALTA 9.10-06 and a CLTA 116.01-06/ALTA 22-06 attached. The CLTA 116.01-06/ALTA 22-06 Endorsement will read as follows: There is located on said land a Single Family Residence known as 221 S Pratt

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Avenue, Carson City, NV 89701.

NOTE: A search of the Official Records for the county referenced in the above order number, for the 24 months immediately preceding the date above discloses the following instruments purporting to convey the title to said land: Affidavit of Death Of Trustee recorded May 12, 2023, Document No. 539750, Grant, Bargain, Sale Deed recorded May 12, 2023, Document No. 539751 and Grant, Bargain, Sale Deed recorded December 18, 2023, Document No. 544083.

NOTE: If any current work of improvements have been made on the herein described real property (within the last 90 days) and this Commitment/Report is issued in contemplation of a Policy of Title Insurance which affords mechanic lien priority coverage (i.e. ALTA POLICY); the following information must be supplied for review and approval prior to the closing and issuance of said Policy: (a) Copy of Indemnity Agreement; (b) Financial Statements; (c) Construction Loan Agreement; (d) If any current work of improvements have been made on the herein described real property Building Construction Contract between borrower and contractor; (e)Cost breakdown of construction; (f) Appraisal; (g) Copy of Voucher or Disbursement Control Statement (if project is complete).

NOTE: This commitment/report makes no representations as to water, water rights, minerals or mineral rights and no reliance can be made upon this commitment/report or a resulting title policy for such rights or ownership.

NOTE: Notwithstanding anything to the contrary in this commitment/report, if the policy to be issued is other than an ALTA Owner's Policy (7/1/21) or ALTA Loan Policy (7/1/21), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this commitment/report. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

NOTE: The map, if any, attached hereto is subject to the following disclaimer:

Stewart Title Company does not represent this plat as a survey of the land indicated hereon, although believed to be correct, no liability is assumed as to the accuracy thereof.

NOTE: Short Term Rate Applicable

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STEWART INFORMATION SERVICES CORPORATION
GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Effective Date: January 1, 2020
Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice ("**CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
l. Auditing for compliance with federal and state laws, rules, and regulations.
m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. Affiliated Companies.
c. Parties involved in litigation and attorneys, as required by law.
d. Financial rating organizations, rating bureaus and trade associations.
e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Internet or other similar network activity
Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.

2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.

3. Debug products to identify and repair errors that impair existing intended functionality.

4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.

5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).

6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.

7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.

8. Comply with a legal obligation.

9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at **OptOut@stewart.com**; or

2. Visiting **https://www.stewart.com/en/quick-links/ccpa-request.html**

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

TITLE COMMITMENT

for

229 S Pratt Avenue, Carson City, NV 89701

Escrow Number:
2528478

Escrow Officer
Kelly Bradshaw
(775) 507-3800
teambradshaw@stewart.com

Branch Location:
Reno Office
540 W Plumb Ln, Suite 100
Reno, NV 89509

Signed and Received by:

_____

_____

_____

_____

TRANSACTION QUESTIONNAIRE

HELP US HELP YOU TO A SMOOTH CLOSING

IF ANY OF THE BELOW QUESTIONS ARE ANSWERED "YES", OR IF YOU HAVE ANY QUESTIONS ABOUT THE BELOW INFORMATION, PLEASE CONTACT YOUR ESCROW OFFICER IMMEDIATELY

- Have any of the principals filed bankruptcy?
- Do any of the principals plan to use a Power of Attorney?
- Are any of the principals going through a divorce?
- Is anyone currently vested in title deceased and/or incapacitated?
- Do any of the principals NOT have a valid photo identification?
- Is there construction work in progress, recently completed or is there unfinished construction?
- Is there a manufactured or mobile home on the property?
- Are the sellers a non-resident alien or an out of the country seller?
- Will a new entity be formed? (i.e. Partnership, LLC, Corporation)
- Will any of the principals be participating in a 1031 Exchange?
- Are any of the principals unable to sign at a Stewart Title Company office? If so, an approved notary will be required

THANK YOU FOR CHOOSING STEWART TITLE COMPANY!

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Stewart Title Company
540 W Plumb Ln, Suite 100
Reno, NV 89509

STEWART TITLE GUARANTY COMPANY
INCORPORATED
1908
TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I - Requirements;
f. Schedule B, Part II - Exceptions; and
g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I - Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:	Stewart Title Company
Issuing Office:	540 W Plumb Ln, Suite 100, Reno, NV 89509
Issuing Office's ALTA® Registry ID:	
Loan ID Number:	
Commitment Number:	2528478
Issuing Office File Number:	2528478
Property Address:	229 S Pratt Avenue, Carson City, NV 89701
Revision Number:	

Inquiries Should be Directed to:

Kelly Bradshaw, Escrow Officer
(775) 507-3800 Fax: (775) 409-4340
Email: teambradshaw@stewart.com

1. **Commitment Date:** January 9, 2025 at 8:00AM

2. **Policy to be issued:** **Proposed Amount of Insurance**

   (a) 2021 ALTA® Owner's Policy - Standard
   Proposed Insured: To Be Determined

   (b) ALTA® _____
   Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

   FEE SIMPLE

4. **The Title is, at the Commitment Date, vested in:**

   Carson City Community Counseling Center, a Nevada Nonprofit Corporation

5. **The Land is described as follows:**

   See Exhibit "A" Attached Hereto

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY

Renee Muldoon

Authorized Countersignature
Renee Muldoon, Title Officer

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2528478

All that certain real property situated in the County of Carson City, State of Nevada, described as follows:

Lots 10 and 11, in Block 5, of VALLEY PARK ADDITION, according to the Map thereof, filed in the Office of the County Recorder of Carson City, Nevada, on September 25, 1906, in Book 1 of Maps, Page 1.

Together with that portion of South Pratt Avenue abandoned by document recorded November 17, 1998, as Document No. 226201, Official Records of Carson City, Nevada.

APN: 004-092-29

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2528478

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Show that restrictions or restrictive covenants have not been violated.

6. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.

7. Pay all taxes, charges, and assessments affecting the land that are due and payable.

8. After the review of all the required documents, the Company reserves the right to add additional items and/or make additional requirements prior to the issuances of any policy of title insurance.

9. The subject property appears to be free and clear of any liens or mortgages. An OWNERS FREE & CLEAR AFFIDAVIT, will be required to verify that this property is in fact unencumbered by any loans or liens.

10. The requirement that an Owner's Declaration/Affidavit be completed, and supplied for review prior to the issuance of a policy of title insurance.

11. Before issuing its policy of title insurance, this Company will require evidence, satisfactory to the Company that Carson City Community Counseling Center, a Nevada Nonprofit Corporation: (a) is validly formed on the date when documents in this transaction are to be signed; (b) is in good standing and authorized to do business in the state or country where the entity was formed; and (c) an original or certified copy of the resolution authorizing the subject transaction.

12. PLEASE PROVIDE BUYERS NAME PRIOR TO THE CLOSE OF ESCROW.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2528478

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. Any lien or right to a lien for services, labor, equipment or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

   Exceptions 2-5 will be omitted on extended coverage policies.

6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records, proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

7. (a) unpatented mining claims, (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records, (d) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

9. The lien, if any, of supplemental taxes, assessed pursuant to the provision of the Nevada Revised Statutes.

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10. Any liens that may be created for delinquent waste management charges pursuant to NRS 444.520.

11. Rights of way for any existing roads, trails, canals, streams, ditches, drain ditches, pipe, pole or transmission lines traversing said premises.

12. Water rights, claims or title to water, whether or not recorded.

13. State and County Taxes for the fiscal year July 1, 2024 to June 30, 2025, together with any other taxes or assessments collected therewith, a lien, now due and payable: ASSESSORS PARCEL NUMBER: 004-092-29
ASSESSORS PARCEL MAP
QUARTERLY INSTALLMENTS
1st $228.34
Status Paid
2nd $208.33
Status Paid
3rd $208.33
Status Paid
4th $208.33
Status Unpaid (Due 1st Monday in March)
Total $853.33

14. Any lien which may be levied by the Carson City Utilities Department by reason of said land lying within its boundaries.

15. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on the subdivision map referenced in the legal description contained herein. Reference is hereby made to said plat for particulars. If one is not included herewith, one will be furnished upon request.

16. Rights of parties in possession.

THE FOLLOWING NOTES ARE FOR INFORMATION PURPOSES ONLY:

Stewart Title Company RESERVES THE RIGHT TO AMEND THIS COMMITMENT/REPORT AT ANY TIME.

*****ATTENTION LENDERS*****

THE 100 ENDORSEMENT IS NO LONGER BEING OFFERED. THE REPLACEMENT ALTERNATIVE IS THE ALTA 9.10-06 AND IS NOW REFLECTED IN THE ALTA SUPPLEMENT IN THE COMMITMENT/REPORT.

NOTE: Any notes following the legal description (if any) referencing NRS 111.312 are required for recording purposes only and will not be insured in any policy of title insurance.

ALTA SUPPLEMENT: This commitment/report is preparatory to the issuance of a 2021 ALTA Extended Coverage Lenders Policy of Title Insurance. We have no knowledge of any fact which would preclude the issuance of said ALTA Policy with an ALTA 9.10-06 and a CLTA 116.01-06/ALTA 22-06 attached. The CLTA 116.01-06/ALTA 22-06 Endorsement will read as follows: There is located on said land a Single Family Residence known as 229 S Pratt

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Avenue, Carson City, NV 89701.

NOTE: A search of the Official Records for the county referenced in the above order number, for the 24 months immediately preceding the date above discloses the following instruments purporting to convey the title to said land: Affidavit of Death of Trustee recorded May 12, 2023, Document No. 539752, Grant, Bargain, Sale Deed recorded May 12, 2023, Document No. 539753, Correction Affidavit- Death of trustee recorded December 18, 2023, Document No. 544080, Correction Grant, bargain, Sale Deed recorded December 18, 2023, Document No. 544081 and Grant, Bargain, Sale Deed recorded December 18, 2023, Document No. 544084.

NOTE: If any current work of improvements have been made on the herein described real property (within the last 90 days) and this Commitment/Report is issued in contemplation of a Policy of Title Insurance which affords mechanic lien priority coverage (i.e. ALTA POLICY); the following information must be supplied for review and approval prior to the closing and issuance of said Policy: (a) Copy of Indemnity Agreement; (b) Financial Statements; (c) Construction Loan Agreement; (d) If any current work of improvements have been made on the herein described real property Building Construction Contract between borrower and contractor; (e)Cost breakdown of construction; (f) Appraisal; (g) Copy of Voucher or Disbursement Control Statement (if project is complete).

NOTE: This commitment/report makes no representations as to water, water rights, minerals or mineral rights and no reliance can be made upon this commitment/report or a resulting title policy for such rights or ownership.

NOTE: Notwithstanding anything to the contrary in this commitment/report, if the policy to be issued is other than an ALTA Owner's Policy (7/1/21) or ALTA Loan Policy (7/1/21), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this commitment/report. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

NOTE: The map, if any, attached hereto is subject to the following disclaimer:

Stewart Title Company does not represent this plat as a survey of the land indicated hereon, although believed to be correct, no liability is assumed as to the accuracy thereof.

NOTE: Short Term Rate Applicable

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STEWART INFORMATION SERVICES CORPORATION
GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Effective Date: January 1, 2020
Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice ("**CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
l. Auditing for compliance with federal and state laws, rules, and regulations.
m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. Affiliated Companies.
c. Parties involved in litigation and attorneys, as required by law.
d. Financial rating organizations, rating bureaus and trade associations.
e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Internet or other similar network activity
Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.

2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.

3. Debug products to identify and repair errors that impair existing intended functionality.

4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.

5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).

6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.

7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.

8. Comply with a legal obligation.

9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at **OptOut@stewart.com**; or

2. Visiting **https://www.stewart.com/en/quick-links/ccpa-request.html**

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

No Billing Information

Payment History

	Fiscal Year	Total Due	Total Paid	Amount Unpaid
	(2024 - 2025)	$853.33	$645.00	$208.33
	(2023 - 2024)	$773.47	$773.47	$0.00
	(2022 - 2023)	$1,781.11	$1,781.11	$0.00
	(2021 - 2022)	$773.15	$773.15	$0.00
	(2020 - 2021)	$799.56	$799.56	$0.00
	(2019 - 2020)	$833.52	$833.52	$0.00
	(2018 - 2019)	$684.87	$684.87	$0.00
	(2017 - 2018)	$582.51	$582.51	$0.00
	(2016 - 2017)	$629.37	$629.37	$0.00
	(2015 - 2016)	$548.72	$548.72	$0.00

Show 5 More (19)

Related Names

CURRENT OWNER FOR 2025 (2025 - 2026)

Name CARSON CITY COMM COUNSELING CTR
Mailing Address
Status Current

CURRENT Mail To FOR 2025 (2025 - 2026)

Name CARSON CITY COMM COUNSELING CTR
Mailing Address 205 S PRATT AVE
CARSON CITY, NV, 89701
Status Current

No Personal Property

Structure 1 of 2

Year	Assessor Descriptions	Subdivision	Section	Township	Range	Block & Lot
Current Year 2025						
2025	VALLEY PARK ADDITION BLOCK 5 LOT 9 TOGETHER WITH THAT PORTION OF SOUTH PRATT AVE ABANDONED DOC #226201	VALLEY PARK ADDITION	17	15N	20E	BLK 5 LT 9

No Personal Exemptions

No Billing Information

Payment History

	Fiscal Year	Total Due	Total Paid	Amount Unpaid
	(2024 - 2025)	$322.58	$242.32	$80.26
	(2023 - 2024)	$299.12	$299.12	$0.00
	(2022 - 2023)	$320.89	$320.89	$0.00
	(2021 - 2022)	$305.43	$305.43	$0.00
	(2020 - 2021)	$314.62	$314.62	$0.00

Show 5 More (24)

Related Names

CURRENT OWNER FOR 2025 (2025 - 2026)

Name CARSON CITY COMM COUNSELING CTR
Mailing Address
Status Current

CURRENT Mail To FOR 2025 (2025 - 2026)

Name CARSON CITY COMM COUNSELING CTR
Mailing Address 205 S PRATT AVE
CARSON CITY, NV, 89701
Status Current

No Personal Property

Structure 1 of 1

	AVE ABANDONMENT DOC #226201					

No Personal Exemptions

No Billing Information

Payment History

	Fiscal Year	Total Due	Total Paid	Amount Unpaid
	(2024 - 2025)	$1,278.89	$959.56	$319.33
	(2023 - 2024)	$1,184.60	$1,184.60	$0.00
	(2022 - 2023)	$2,214.85	$2,214.85	$0.00
	(2021 - 2022)	$2,501.36	$2,501.36	$0.00
	(2020 - 2021)	$2,599.59	$2,599.59	$0.00

Show 5 More (24)

Related Names

CURRENT OWNER FOR 2025 (2025 - 2026)

Name CARSON CITY COMM COUNSELING CTR
Mailing Address
Status Current

CURRENT Mail To FOR 2025 (2025 - 2026)

Name CARSON CITY COMM COUNSELING CTR
Mailing Address 205 S PRATT AVE
CARSON CITY, NV, 89701
Status Current

No Personal Property

Structure 1 of 2

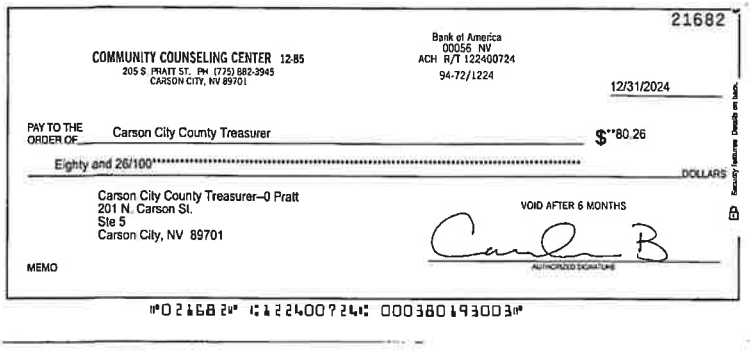
Structure 2 of 2

Bank of America

Online Banking

Business Adv Relationship - 3003: Account Activity Transaction Details

My Description:	Carson City Treasurer
Check number:	00000021682
Post date:	01/17/2025
Amount:	-80.26
Type:	Check
Description:	Check
Merchant name:	CITY OF CARSON CITY
Merchant information:	
Transaction category:	Cash, Checks & Misc: Other Bills



21682

COMMUNITY COUNSELING CENTER 12-85
205 S PRATT ST. PH (775) 882-3945
CARSON CITY, NV 89701

Bank of America
00056 NV
ACH R/T 122400724
94-72/1224

12/31/2024

PAY TO THE ORDER OF Carson City County Treasurer $**80.26

Eighty and 26/100********** DOLLARS

Security features. Details on back.

Carson City County Treasurer–0 Pratt
201 N. Carson St.
Ste 5
Carson City, NV 89701

VOID AFTER 6 MONTHS

AUTHORIZED SIGNATURE

MEMO

⑈021682⑈ ⑆122400724⑆ 0003801930030⑈

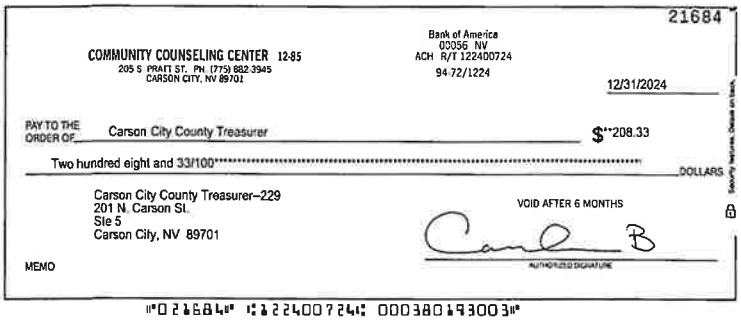
3

Chat

Bank of America Online Banking

Business Adv Relationship - 3003: Account Activity Transaction Details

My Description:	Carson City Treasurer
Check number:	00000021684
Post date:	01/17/2025
Amount:	-208.33
Type:	Check
Description:	Check
Merchant name: ?	CITY OF CARSON CITY
Merchant information:	
Transaction category:	Cash, Checks & Misc: Other Bills


21684

COMMUNITY COUNSELING CENTER 12-85
205 S PRATT ST. PH. (775) 882-3945
CARSON CITY, NV 89701

Bank of America
02056 NV
ACH R/T 122400724
94-72/1224

12/31/2024

PAY TO THE ORDER OF Carson City County Treasurer $**208.33

Two hundred eight and 33/100********** DOLLARS

Carson City County Treasurer–229
201 N. Carson St.
Ste 5
Carson City, NV 89701

VOID AFTER 6 MONTHS

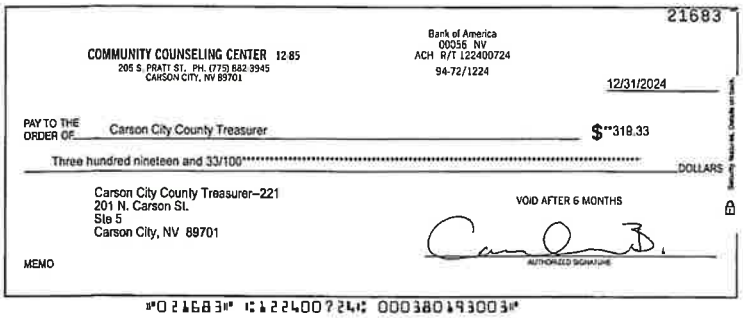
MEMO

⑈021684⑈ ⑆122400724⑆ 0003801930 03⑈

Bank of America Online Banking

Business Adv Relationship - 3003: Account Activity Transaction Details

My Description:	Carson City Treasurer
Check number:	00000021683
Post date:	01/17/2025
Amount:	-319.33
Type:	Check
Description:	Check
Merchant name:	CITY OF CARSON CITY
Merchant information:	
Transaction category:	Cash, Checks & Misc: Other Bills



21683

COMMUNITY COUNSELING CENTER 12-85
205 S. PRATT ST. PH. (775) 882-3945
CARSON CITY, NV 89701

Bank of America
00056 NV
ACH R/T 122400724
94-72/1224

12/31/2024

PAY TO THE ORDER OF Carson City County Treasurer $**319.33

Three hundred nineteen and 33/100********** DOLLARS

Carson City County Treasurer–221
201 N. Carson St.
Ste 5
Carson City, NV 89701

VOID AFTER 6 MONTHS

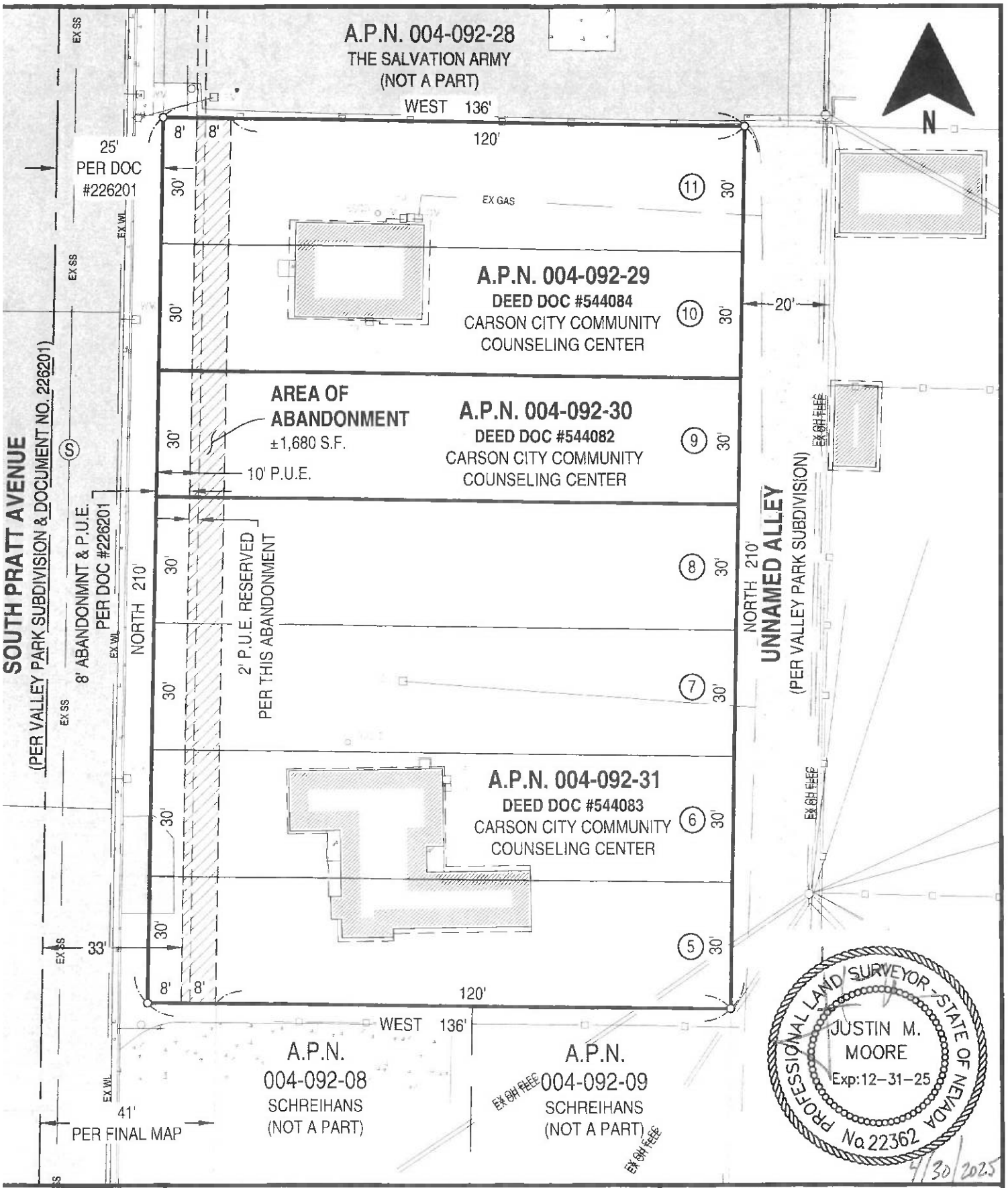
AUTHORIZED SIGNATURE

MEMO

⑈021683⑈ ⑆122400724⑆ 0003801930 03⑈

2
Chat

AB-2025-0089



Project No: **24-665**	**SITE MAP** **PROPOSED PARTIAL ABANDONMENT OF S. PRATT AVE**	JKAE
Scale: **1"=30'**	**SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15N., R.20E, M.D.M.**	777 S. CENTER STREET, #104 RENO, NV 775-530-0926 WWW.JKAEDESIGN.COM
Sheet No: **1 of 1**	**CARSON CITY** **NEVADA**	

EXHIBIT A
LEGAL DESCRIPTION FOR PROPOSED ABANDONMENT

All that certain real property situate within a portion of the Southeast One-Quarter (SE 1/4) of Section Seventeen (17), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, being a portion of Pratt Avenue adjacent to Block 5 as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada being more particularly described as follows:

BEGINNING at the northwest corner of Lot 11 within aforesaid Block 5;

THENCE southerly coincident with the westerly line of Lots 11, 10, 9, 8, 7, 6 and 5 within said Block 5, South 0°00'00" West, 210.00 feet to the southwest corner of said Lot 5;

THENCE westerly departing said westerly line, North 90°00'00" West, 8.00 feet;

THENCE North 0°00'00" East, 3.59 feet to the southeast corner of a Right-of-Way Abandonment for South Pratt Avenue, recorded November 17, 1998, as File No. 226201, Official Records of Carson City, Nevada;

THENCE northerly coincident with the easterly Right-of-Way of South Pratt Avenue as described within said Abandonment, North 0°00'00" East, 206.41 feet (North 00°57'37" East per Abandonment No, 226201) to an apparent intersection with said easterly Right-of-Way and the northerly line of aforesaid Lot 11;

THENCE easterly departing said easterly Right-of-Way, South 90°00'00" East, 8.00 feet to the **POINT OF BEGINNING** and end of this description.

RESERVING THEREFROM, the westerly 2.00 feet thereof for a Public Utility Easement. Said easement shall be for the purposes of installing and maintaining utility facilities to that parcel, with the right to exist that parcel with said utility facilities for the purpose of serving adjacent parcels.

Containing 1,680 square feet of land, more or less.

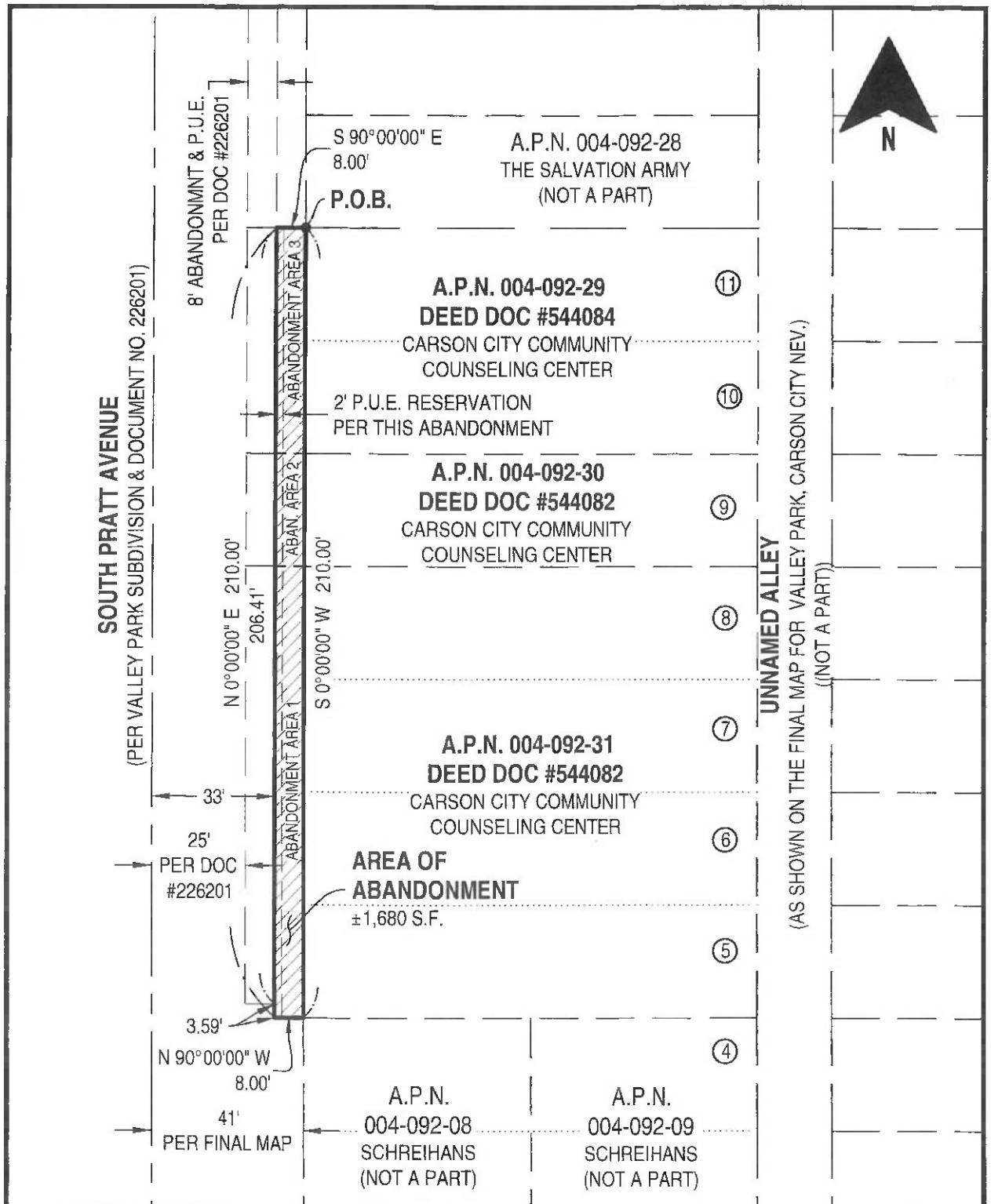
SEE EXHIBIT A-1 attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is identical to that as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada

Prepared By:
JKAE Design
Justin M. Moore, P.L.S.
Nevada Certificate No. 22362
777 Center Street, Suite 104
Reno, NV 89501
jmoore@jkaedesign.com
(775)530-0926

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

4/30/2025



Project No: 24-665	**EXHIBIT A-1**	JKAE
Scale: 1"=30'	**PROPOSED PRATT AVENUE ABANDONMENT WITHIN BLOCK 5 OF THE VALLEY PARK SUBDIVISION**	
Sheet No: 1 of 1	**SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.**	
	CARSON CITY **NEVADA**	WWW.JKAEDESIGN.COM

EXHIBIT B
LEGAL DESCRIPTION FOR
EXISTING A.P.N. 004-092-31

All that certain real property situated in the County of Carson City, State of Nevada, described as follows:

Lots 5, 6, 7 and 8, in Block 5, of VALLEY PARK ADDITION, according to the Map thereof, filed in the Office of the County Recorder of Carson City, Nevada, on September 20, 1906, in Book 31 of Powers, Plats and Miscellaneous, Page 213.

Together with that portion of S. Pratt Avenue abandoned by An Order Abandoning Public Right-of-way recorded November 17, 1998, as Document No. 226201, Official Records of Carson City, Nevada.

NOTE: The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Carson City, Nevada, as Document No. 544083, recorded December 18, 2023, of Official Records.

Containing 15,371 square feet of land, more or less.

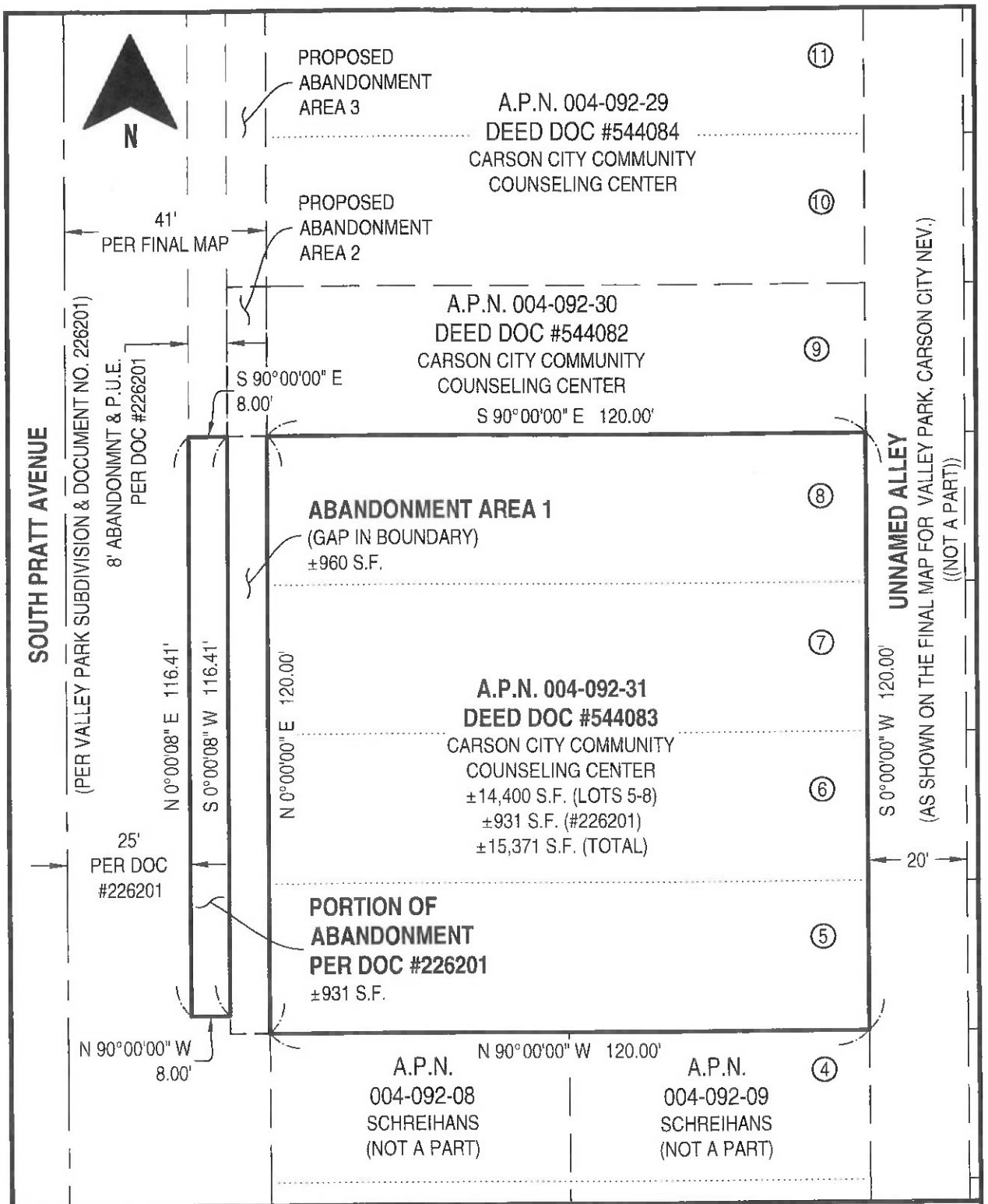
SEE EXHIBIT B-1 attached hereto and made a part hereof.

Prepared By:

JKAE Design
Justin M. Moore, P.L.S.
Nevada Certificate No. 22362
777 Center Street, Suite 104
Reno, NV 89501
jmoore@jkaedesign.com
(775)530-0926

PROFESSIONAL LAND SURVEYOR · STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

4/30/2025



Project No: 24-665	**EXHIBIT B-1**	JKAE
Scale: 1"=30'	**EXISTING BOUNDARY FOR A.P.N. 004-092-31**	
Sheet No: 1 of 1	**SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.**	
	CARSON CITY NEVADA	WWW.JKAEDESIGN.COM

EXHIBIT C
LEGAL DESCRIPTION FOR RESULTANT PARCEL 1

All that certain real property situate within a portion of the Southeast One-Quarter (SE 1/4) of Section Seventeen (17), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, being more particularly described as follows:

BEGINNING at the northeast corner of Lot 8 within Block 5 as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada;

THENCE southerly coincident with the easterly line of Lots 8, 7, 6, and 5 within said Block 5, South 0°00'00" West, 120.00 feet to the southeast corner of said Lot 5;

THENCE westerly coincident with and on a projection thereof the southerly line of said Lot 5, North 90°00'00" West 128.00 feet;

THENCE northerly departing said southerly line, North 0°00'00 East, 3.59 feet more or less, to the southeast corner of a Right-of-Way Abandonment for South Pratt Avenue, recorded November 17, 1998, as File No. 226201, Official Records of Carson City, Nevada;

THENCE westerly coincident with the southerly line of said Abandoned Right-of-Way, South 90°00'00" West, 8.00 feet (South 89°06'26" West, 8.00 feet per Abandonment No, 226201) to the southwest corner of said Right-of-Way Abandonment;

THENCE northerly coincident with the easterly Right-of-Way of South Pratt Avenue as described within said Abandonment, North 0°00'00" East, 116.41 feet (North 00°57'37" East per Abandonment No, 226201) to an apparent intersection with said easterly Right-of-Way and the northerly line of aforesaid Lot 8;

THENCE easterly coincident with said northerly line and the projection thereof, South 90°00'00" East, 136.00 feet to the **POINT OF BEGINNING** and end of this description.

RESERVING THEREFROM, the westerly 10.00 feet thereof for a Public Utility Easement. Said easement shall be for the purposes of installing and maintaining utility facilities to that parcel, with the right to exist that parcel with said utility facilities for the purpose of serving adjacent parcels.

Containing 16,291 square feet of land, more or less.

SEE EXHIBIT C-1 attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is identical to that as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada

Prepared By:
JKAE Design
Justin M. Moore, P.L.S.
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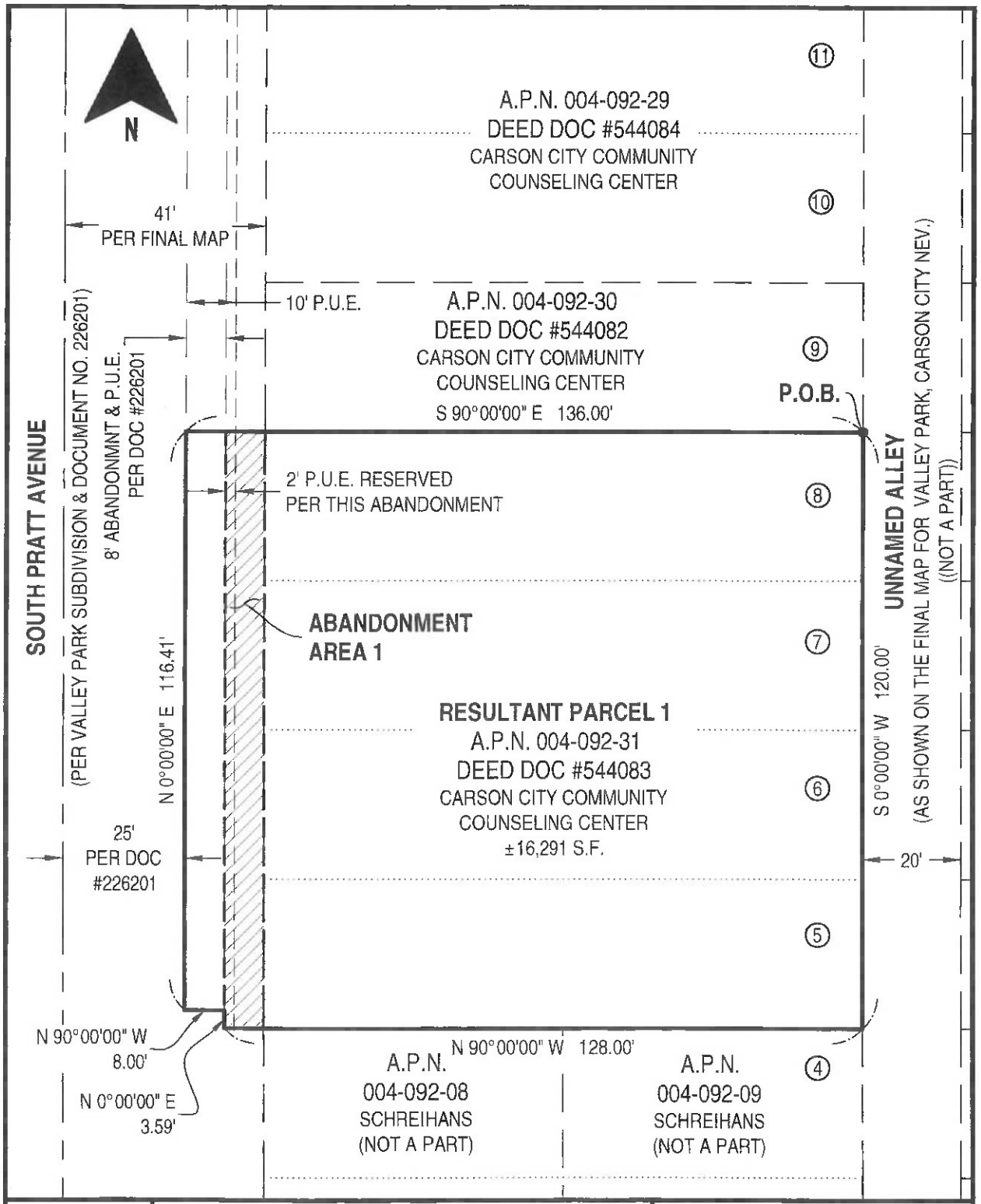
(775)530-0926

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

4/30/2025



Project No: **24-665**	**EXHIBIT C-1**	JKAE
Scale: **1"=30'**	**RESULTANT BOUNDARY FOR**	
Sheet No: **1 of 1**	**A.P.N. 004-092-31**	
	SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.	
	CARSON CITY NEVADA	WWW.JKAEDESIGN.COM

EXHIBIT D
LEGAL DESCRIPTION FOR EXISTING A.P.N. 004-092-30

All that certain real property situated in the County of Carson City, State of Nevada, described as follows:

Lot 9, in Block 5, of VALLEY PARK ADDITION, according to the Map thereof, filed in the Office of the County Recorder of Carson City, Nevada, on September 20, 1906, in Book 1 of Maps, Page 1.

Together with that portion of S. Pratt Avenue abandoned by document recorded November 17, 1998, as Document No. 226201, Official Records of Carson City, Nevada.

NOTE: The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Carson City, Nevada, as Document No. 544082, recorded December 18, 2023, of Official Records.

Containing 3,840 square feet of land, more or less.

SEE EXHIBIT D-1 attached hereto and made a part hereof.

Prepared By:

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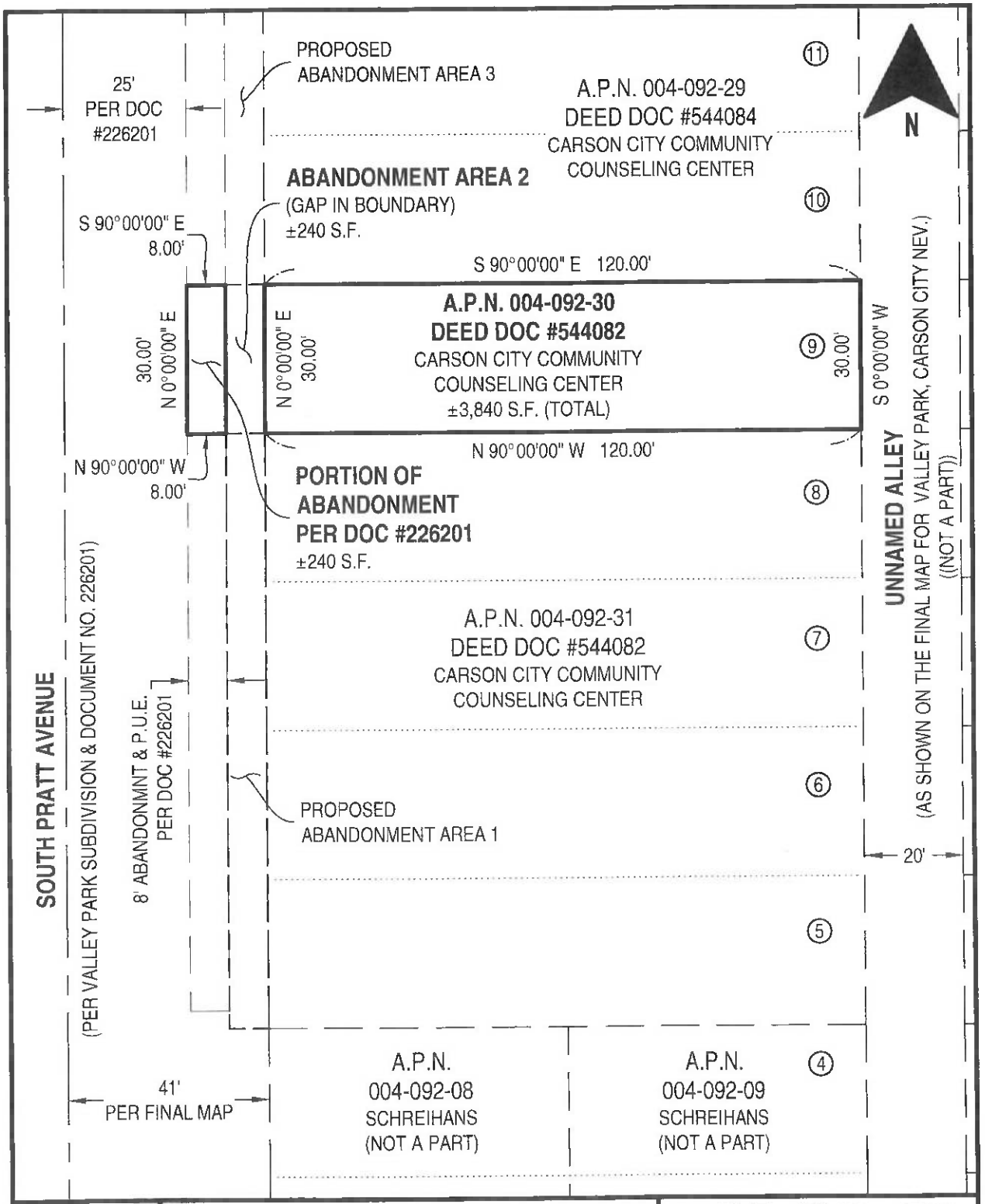
PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

4/30/2025



Project No: 24-665	**EXHIBIT D-1**	JKAE
Scale: 1"=30'	**EXISTING BOUNDARY FOR**	
Sheet No: 1 of 1	**A.P.N. 004-092-30**	
	SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.	
	CARSON CITY **NEVADA**	WWW.JKAEDESIGN.COM

EXHIBIT E
LEGAL DESCRIPTION FOR RESULTANT PARCEL 2

All that certain real property situate within a portion of the Southeast One-Quarter (SE 1/4) of Section Seventeen (17), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, being more particularly described as follows:

BEGINNING at the northeast corner of Lot 9 within Block 5 as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada;

THENCE southerly coincident with the easterly line of said Lot 9,
South 0°00'00" West, 30.00 feet to the southeast corner of said Lot 9;

THENCE westerly coincident with and on a projection thereof the southerly line of said Lot 9,
North 90°00'00" West 136.00 feet to a point coincident with the easterly Right-of-Way of South Pratt Avenue as described within that certain Right-of-Way Abandonment, recorded November 17, 1998, as File No. 226201, Official Records of Carson City, Nevada;

THENCE northerly coincident with said easterly Right-of-Way, North 0°00'00" East, 30.00 feet (North 00°57'37" East per Abandonment No, 226201) to an apparent intersection with said easterly Right-of-Way and the northerly line of aforesaid Lot 9;

THENCE easterly coincident with said northerly line and the projection thereof, South 90°00'00" East, 136.00 feet to the **POINT OF BEGINNING** and end of this description.

RESERVING THEREFROM, the westerly 10.00 feet thereof for a Public Utility Easement. Said easement shall be for the purposes of installing and maintaining utility facilities to that parcel, with the right to exist that parcel with said utility facilities for the purpose of serving adjacent parcels.

Containing 4,080 square feet of land, more or less.

SEE EXHIBIT E-1 attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is identical to that as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada

Prepared By:

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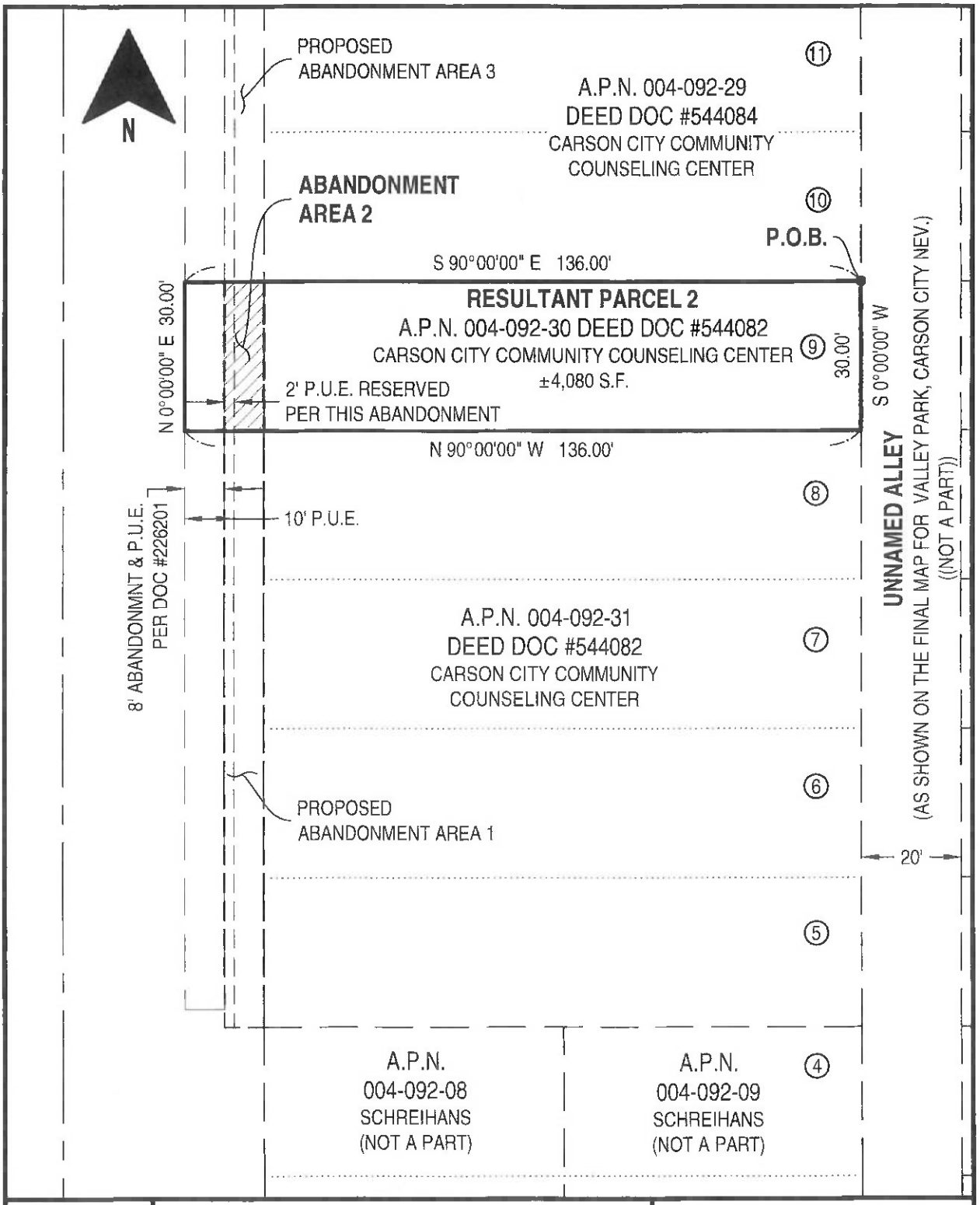
PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

4/30/2025



Project No: 24-665	**EXHIBIT E-1**	JKAE
Scale: 1"=30'	**RESULTANT BOUNDARY FOR**	
Sheet No: 1 of 1	**A.P.N. 004-092-30**	
	SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.	
	CARSON CITY **NEVADA**	WWW.JKAEDESIGN.COM

EXHIBIT F
LEGAL DESCRIPTION FOR EXISTING A.P.N. 004-092-29

All that certain real property situated in the County of Carson City, State of Nevada, described as follows:

Lots 10 and 11, in Block 5, of VALLEY PARK ADDITION, according to the Map thereof, filed in the Office of the County Recorder of Carson City, Nevada, on September 20, 1906, in Book 1 of Maps, Page 1.

Together with that portion of S. Pratt Avenue abandoned by document recorded November 17, 1998, as Document No. 226201, Official Records of Carson City, Nevada.

NOTE: The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County recorder of Carson City, Nevada, as Document No. 544082, recorded December 18, 2023, of Official Records.

Containing 7,680 square feet of land, more or less.

SEE EXHIBIT F-1 attached hereto and made a part hereof.

Prepared By:

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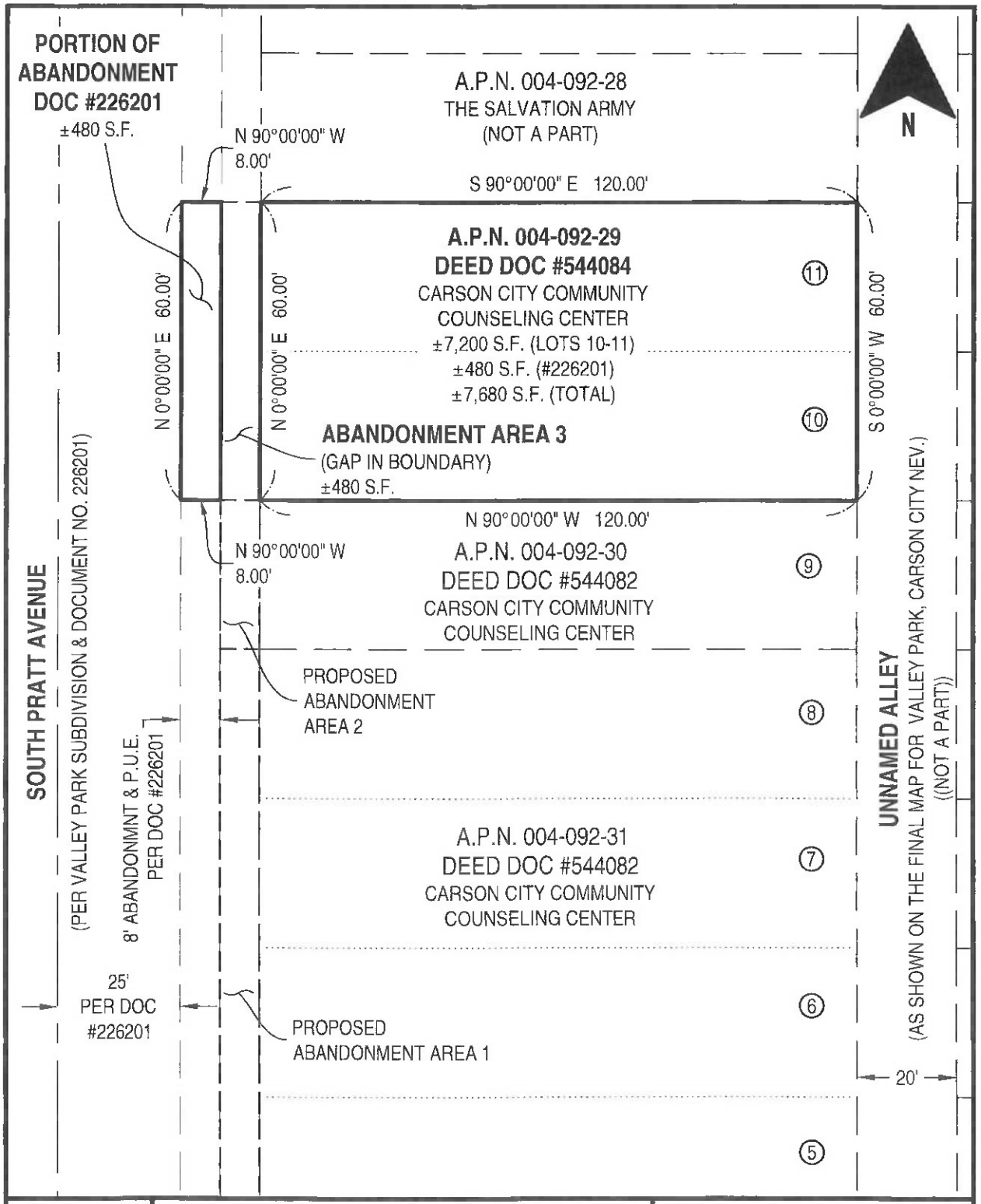
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

4/30/2025



Project No: 24-665	**EXHIBIT F-1**	JKAE
Scale: 1"=30'	**EXISTING BOUNDARY FOR**	
Sheet No: 1 of 1	**A.P.N. 004-092-29**	
	SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.	
	CARSON CITY **NEVADA**	WWW.JKAEDESIGN.COM

EXHIBIT G
LEGAL DESCRIPTION FOR RESULTANT PARCEL 3

All that certain real property situate within a portion of the Southeast One-Quarter (SE 1/4) of Section Seventeen (17), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, being more particularly described as follows:

BEGINNING at the northeast corner of Lot 11 within Block 5 as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada;

THENCE southerly coincident with the easterly line of Lots 10 and 11 within said Block 5, South 0°00'00" West, 60.00 feet to the southeast corner of said Lot 10;

THENCE westerly coincident with and on a projection thereof the southerly line of said Lot 10, North 90°00'00" West, 136.00 feet to a point coincident with the easterly Right-of-way of South Pratt Avenue as described within that certain Right-of-Way Abandonment, recorded November 17, 1998, as File No. 226201, Official Records of Carson City, Nevada;

THENCE northerly coincident with said easterly Right-of-Way, North 0°00'00" East, 60.00 feet (North 00°57'37" East per Abandonment No. 22621) to an apparent intersection with said easterly Right-of-Way and the northerly line of aforesaid Lot 11;

THENCE easterly coincident with said northerly line and the projection thereof, South 90°00'00" East, 136.00 feet to the **POINT OF BEGINNING** and end of this description.

RESERVING THEREFROM, the westerly 10.00 feet thereof for a Public Utility Easement. Said easement shall be for the purposes of installing and maintaining utility facilities to that parcel, with the right to exist that parcel with said utility facilities for the purpose of serving adjacent parcels.

Containing 8,160 square feet of land, more or less.

SEE EXHIBIT G-1 attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is identical to that as shown on the Official Map for Valley Park, Tract Map No. 1, recorded September 23, 1906, Official Records of Carson City, Nevada

Prepared By:

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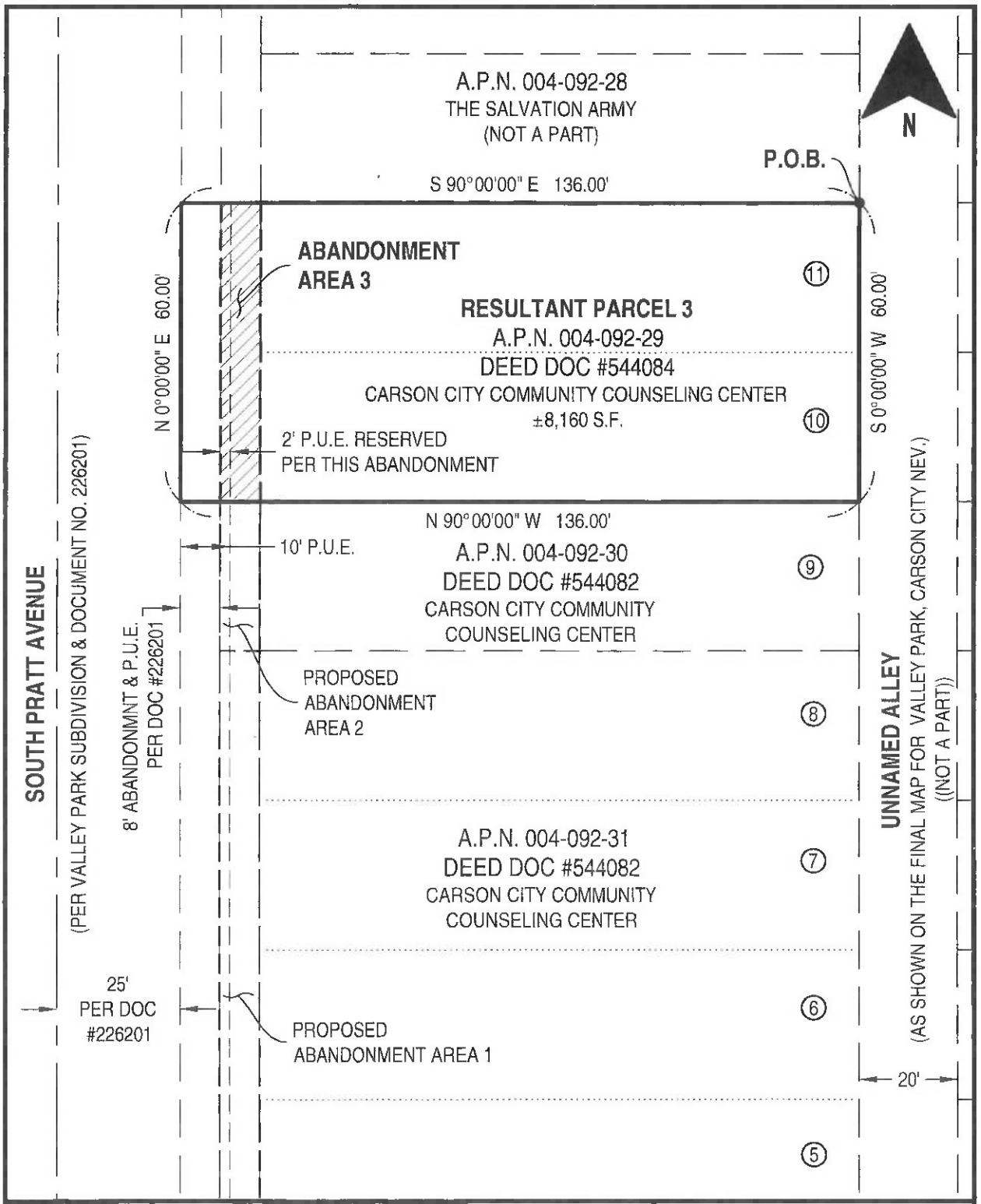
PROFESSIONAL LAND SURVEYOR-STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

4/30/2025



Project No: **24-665**	**EXHIBIT G-1**	JKAE
Scale: **1"=30'**	**RESULTANT BOUNDARY FOR**	
Sheet No: **1 of 1**	**A.P.N. 004-092-29**	
	SITUATE WITHIN THE SE 1/4 OF SECTION 17, T.15 N., R.20E., M.D.M.	
	CARSON CITY **NEVADA**	WWW.JKAEDESIGN.COM

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Hope Sullivan, Community Development Director

Agenda Title: For Possible Action: Discussion and possible action regarding an application (AB-2025-0111) from Steve Thomsen - Capitol Homebuilders, LLC, for the abandonment of a portion of Monitor Peak Street, a public right-of-way, totaling approximately 5,347 square feet which is the easterly 105 lineal feet of the termination of Monitor Peak Street adjacent to properties located at 239 and 207 Pilot Peak Drive, Assessor's Parcel Numbers ("APNs") 004-415-01 and 004-414-02. (Heather Manzo, hmanzo@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** 5 min

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Proposed Motion
I move to approve the abandonment as presented.

Board's Strategic Goal
Quality of Life

Previous Action
April 30, 2025 (Item 6.C) - The Planning Commission held a public hearing and following a staff presentation and public comment, has forwarded a recommendation to the Board of Supervisors ("Board") by a favorable vote of 6-1 for approval of the abandonment request.

Background/Issues & Analysis
When the tentative map for Blackstone Ranch Phase 2 was approved on August 17, 2023 (SUB-2023-0061), it was determined the Monitor Peak Street connection was no longer necessary as there are other roadway connections between Phases 1 and 2. The Phase 2 subdivision was approved with residential lots located to the east of the terminus of Monitor Peak Street and this section of Monitor Peak Street has been improved as a public street, however the right-of-way is now a dead end. Since Monitor Peak Street is no longer planned to connect to Phase 2, the Applicant is requesting abandonment of the dead end street. The Board is authorized to approve and deny public access easements and public right-of-way abandonments. The Planning Commission makes a recommendation to the Board. The Planning Commission is recommending approval of the requested abandonment. Additional information is contained in the attached memo dated May 19, 2025. The staff report presented at the April 30, 2025 Planning Commission meeting and associated application materials are attached to this report.

Applicable Statute, Code, Policy, Rule or Regulation
NRS 278.480 and CCMC Title 17, Chapter 17.15

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives
Approve the application with modifications to the conditions of approval, deny the application and/or provide alternative direction to staff

Attachment(s):
Site Plan

Memo to BOS - AB-2025-0111

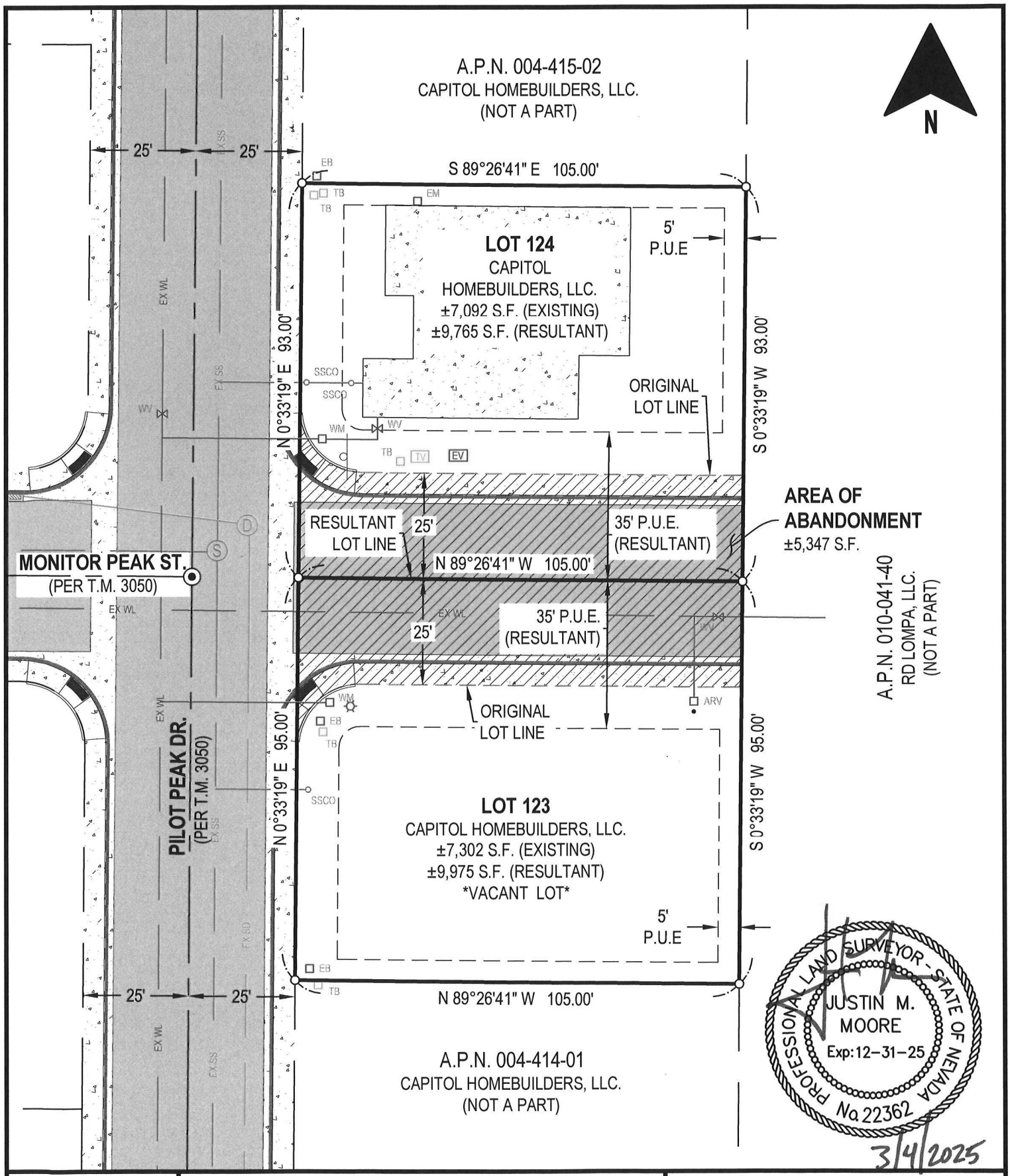
Order of Abandonment - AB-2025-0111

Abandonment Order Exhibits

6.C - PC Staff Report with Supporting Material_Combined

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)



Project No: **21-200**	**SITE MAP** **PROPOSED ABANDONMENT OF MONITOR PEAK STREET**	**JKAE**
Scale: **1"=30'**	**SITUATE WITHIN THE NW 1/4 OF SECTION 16, T.15N., R.20E, M.D.M.**	777 S . CENTER STREET, #104 RENO, NV 775-530-0926 WWW.JKAEDESIGN.COM
Sheet No: **1 of 1**	**CARSON CITY** **NEVADA**	

CARSON CITY
PLANNING DIVISION

108 E. Proctor Street
Carson City, Nevada 89701
(775) 887-2180
Hearing Impaired: 711

MEMORANDUM
Board of Supervisors Meeting of June 5, 2025

TO: Board of Supervisors

FROM: Heather Manzo Associate Planner

DATE: May 19, 2025

SUBJECT: For Possible Action: Discussion and possible action regarding an application (AB-2025-0111) from Steve Thomsen - Capitol Homebuilders, LLC, for the abandonment of a portion of Monitor Peak Street, a public right-of-way, totaling approximately 5,347 square feet which is the easterly 105 lineal feet of the termination of Monitor Peak Street adjacent to properties located at 239 and 207 Pilot Peak Drive, Assessor's Parcel Numbers ("APNs") 004-415-01 and 004-414-02.

At the April 30, 2025 Planning Commission meeting, the Applicant requested changes to Condition Nos. 1, 4 and 5.

Condition No. 1
The condition is contained in Carson City Municipal Code. The Applicant requested a change to condition to acknowledge that all required documentation had already been submitted with the abandonment application. The Commission moved to modify Condition No. 1 to acknowledge that if materials had already been submitted, the Applicant would not need to submit the same documents again.

Condition No. 4
The condition stated that a City water line must be removed before the abandonment was recorded. The Applicant submitted abandonment exhibits reserving public utility easements of sufficient width to provide the City with access to the public water line until such time that the water line was removed. After discussion, Development Engineering offered amended language to require removal of the water line or that the work to remove the water line be permitted and bonded for.

Condition No. 5
The original language of Condition No. 5 would have required modifications to the easements and abandonment exhibits. However, with the modification to Condition No. 4, the exhibits and easements the Applicant materials show are sufficient for the abandonment order to be recorded. The Commission voted to modify the language of the condition to allow the City Engineer to determine if additional changes would be necessary.

The Board of Supervisors ("Board') is authorized to approve or deny a request to abandon public right-of-way or public access easements following a recommendation from the Planning Commission. At its meeting on April 30, 2025, the Planning Commission recommended that the

Board abandon the subject right-of-way, subject to the following recommended conditions of approval, as updated by the Planning Commission at the hearing:

1. Prior to the recordation of said abandonment, the applicant shall be responsible for the submittal of all necessary legal documentation and title search materials, to the extent that the materials have not yet been provided, as required by the Planning Division to fully complete the abandonment process.

2. The applicant must sign and return the Notice of Decision for conditions of approval within 21 days of receipt of notification. If the Notice of Decision is not signed and returned within 21 days, then the item may be rescheduled for the next Planning Commission meeting for further consideration. This Notice of Decision will be mailed to the applicant for signature after approval by the Board of Supervisors.

3. Conditional approval for the requested abandonment shall expire one year after Board of Supervisors approval of the original application unless an extension of time has been granted by the Board of Supervisors.

4. Prior to the recordation of the abandonment order, the Applicant must demonstrate that the work to remove the water main located within the area of abandonment has been permitted and bonded for or the water main within the abandonment area has been removed.

5. Prior to the recordation of the abandonment order, the Applicant must update the resultant parcel exhibits to reflect any easements deemed necessary by the City Engineer.

6. The land area abandoned shall be reverted to the adjacent parcels based upon the centerline of Monitor Peak Street.

Assessor's Parcel Numbers ("APNs"): 004-415-01 and 004-414-02

AN ORDER ABANDONING THE ENTIRETY OF A ±50-FOOT-WIDE BY APPROXIMATELY 105-FOOT-LONG PUBLIC RIGHT-OF-WAY COMMENCING AT THE EAST RIGHT-OF-WAY OF PILOT PEAK DRIVE, SOUTH OF APN 004-415-01 AND NORTH OF APN 004-414-02 AND TERMINATING AT THE WEST PROPERTY LINE OF APN 010-041-40 AND TOTALING APPROXIMATELY ±5,347 SQUARE FEET IN SIZE.

WHEREAS, on March 11, 2025, Steve Thomsen – Capitol Homebuilders, LLC, ("APPLICANT") duly filed a written application seeking vacation and abandonment of a public right-of-way, totaling approximately ±5,347 square feet in size; and

WHEREAS, the application was thereafter referred to the Carson City Planning Commission and a public hearing was thereafter duly noticed and held before the Planning Commission on April 30, 2025. At the public hearing testimony was taken and the Commission, after discussion and deliberation, recommended approval of abandonment of the subject right-of-way to the Carson City Board of Supervisors, finding that the public would not be materially injured by the vacation; and

WHEREAS, the Carson City Board of Supervisors, at their regular and duly noticed meeting of June 5, 2025, found that the public would not be materially injured by the proposed vacation, and accordingly ordered the abandonment of the public right-of-way in question pursuant to the provisions of NRS 278.480, which among its provisions, requires a written order to be prepared and recorded in the office of the Carson City Recorder; and

WHEREAS, the vacation and abandonment of the subject right-of-way is more particularly described on the attached Exhibit A and depicted in attached Exhibit A-1; the existing APN legal descriptions of each property are described and depicted on attached Exhibits B, B-1, D and D-1; and the resultant parcels are described and depicted on attached Exhibits C, C-1, E, and E-1; and the abandonment area will be reverted to the adjacent parcels (APNs 004-415-01 and 004-414-02) based upon the centerline of Monitor Peak

Street.

NOW, THEREFORE, the Board of Supervisors hereby orders:

1. That the above-described right-of-way is hereby abandoned according to the provisions of NRS 278.480.

2. That if a utility company has a utility or an easement over or under the property hereby vacated and abandoned by this order, said easement or easements shall be continued and shall not be affected by the abandonment.

3. That the work to remove the water main located within the area of abandonment has been permitted and bonded for or the water main within the abandonment area has been removed.

4. That utility facilities, which may presently exist within the areas affected by abandonments, will be protected by easements. The abandonment is subject to reserving easements for utility companies and/or Carson City, as requested.

ORDERED this ___ day of _____, 2025, by the Carson City Board of Supervisors.

_____

LORI BAGWELL, MAYOR

ATTEST:

_____

WILLIAM SCOTT HOEN, Clerk-Recorder

EXHIBIT A
LEGAL DESCRIPTION FOR
MONITOR PEAK STREET ABANDONMENT

All that certain real property situate within a portion of the Northwest One-Quarter (NW 1/4) of Section Sixteen (16), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, being a portion of Monitor Peak Street as shown on the Final Map for Blackstone Ranch Phase 1-B, Tract Map No. 3050, recorded August 24, 2022, as File No. 534904, Official Records of Carson City, State of Nevada, and being more particularly described as follows:

BEGINNING *at the southeast corner of Lot 124 as shown on said Tract Map No. 3050, said point also being* coincident with the northeasterly corner of the right-of-way for said Monitor Peak Street;

THENCE southerly coincident with the easterly right-of-way of said Monitor Peak Street, South 0°33'19" West, 50.00 feet to the northeast corner of Lot 123 as shown on said Tract Map No. 3050, and also being the southeast corner of said right-of-way;

THENCE westerly coincident with the southerly right-of-way of said Monitor Peak Street, North 89°26'41" West, 90.00 feet to the beginning of a curve to the left, concave southeasterly, and having a radius of 15.00 feet;

THENCE southwesterly coincident with said southerly right-of-way, 23.56 feet along the arc of said curve, through a central angle of 90°00'00" to a point coincident with the easterly right-of-way of Pilot Peak Drive as shown on aforesaid Tract Map No. 3050;

THENCE northerly coincident with said easterly right-of-way of Pilot Peak Drive, North 0°33'19" East, 80.00 feet to the beginning of a non-tangent curve to the left, coincident with the northerly right-of-way of aforesaid Monitor Peak Street, concave northeasterly, and having a 15.00 foot radius from which a radial line bears South 89°26'41" East to the radius point;

THENCE southeasterly coincident with said northerly right-of-way, 23.56 feet along the arc of said curve, through a central angle of 90°00'00";

THENCE easterly coincident with said northerly right-of-way, South 89°26'41" East, 90.00 feet to the **POINT OF BEGINNING** and end of this description.

Containing 5,347 square feet of land, more or less.

SEE EXHIBIT A-1 attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is identical to that as shown on the Final Map for Blackstone Ranch Phase 1-B, Tract Map No. 3050, recorded August 24, 2022, as File No. 534904, Official Records of Carson City, Nevada, being the Nevada State Plane Coordinate System of 1983, West Zone, NAD 83/94.

Prepared By:

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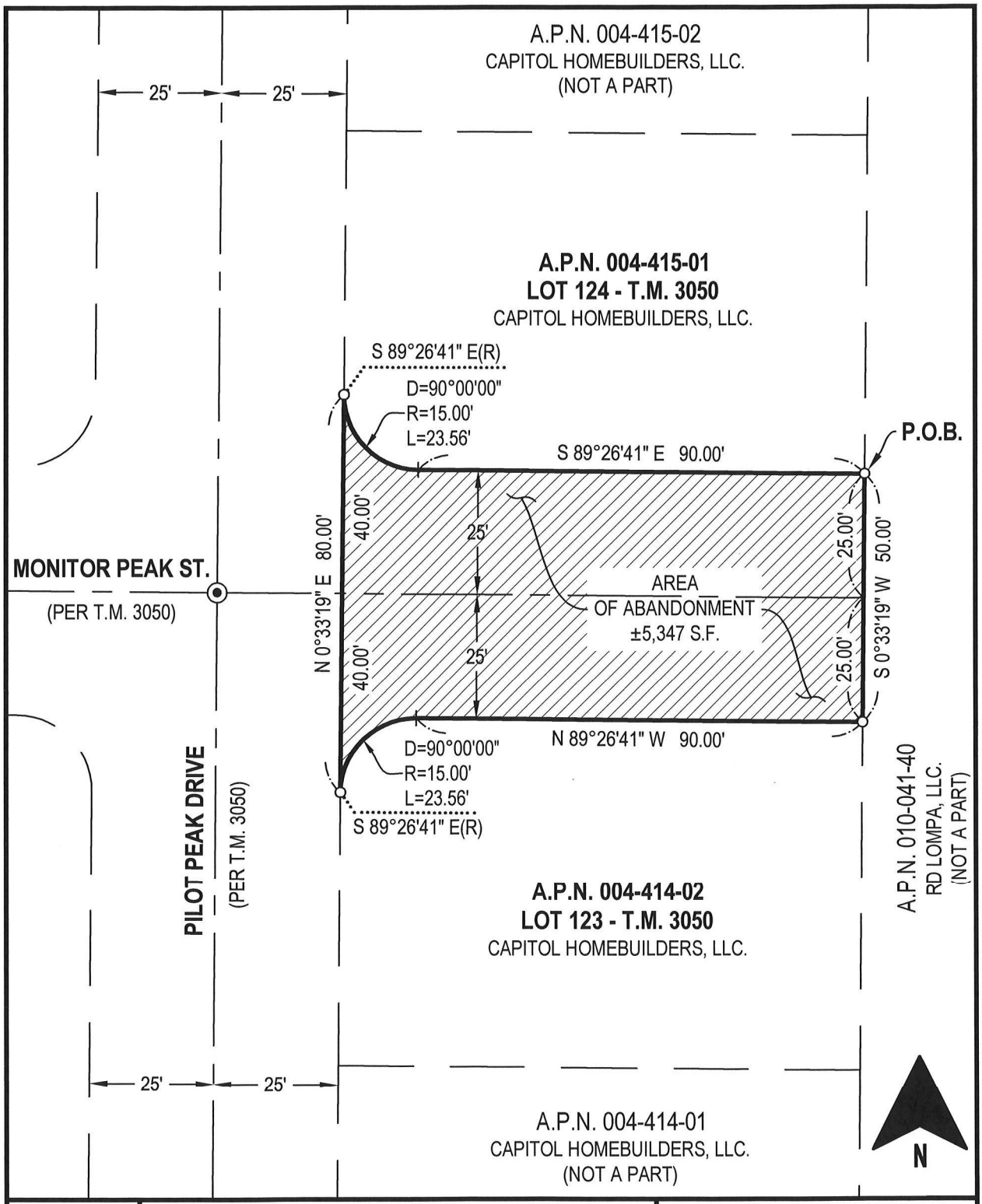
PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

3/4/2025



Project No: **21-200**	**EXHIBIT "A-1"**	JKAE
Scale: **1"=30'**	**MONITOR PEAK STREET ABANDONMENT**	
Sheet No: **1 of 1**	**SITUATE WITHIN THE NW 1/4 OF SECTION 16, T.15N., R.20E., M.D.M.** **CARSON CITY NEVADA**	WWW.JKAEDESIGN.COM

EXHIBIT B
LEGAL DESCRIPTION FOR
LOT 124 – TRACT MAP NO. 3050

All that certain real property situate within a portion of the Northwest One-Quarter (NW 1/4) of Section Sixteen (16), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, and being more particularly described as follows;

Being all of Lot 124 as shown on the Final Map for Blackstone Ranch Phase 1-B, Tract Map No. 3050, recorded August 24, 2022, as File No. 534904, Official Records of Carson City, State of Nevada.

Containing 7,092 square feet of land, more or less.

SEE EXHIBIT B-1 attached hereto and made a part hereof.

Prepared By:

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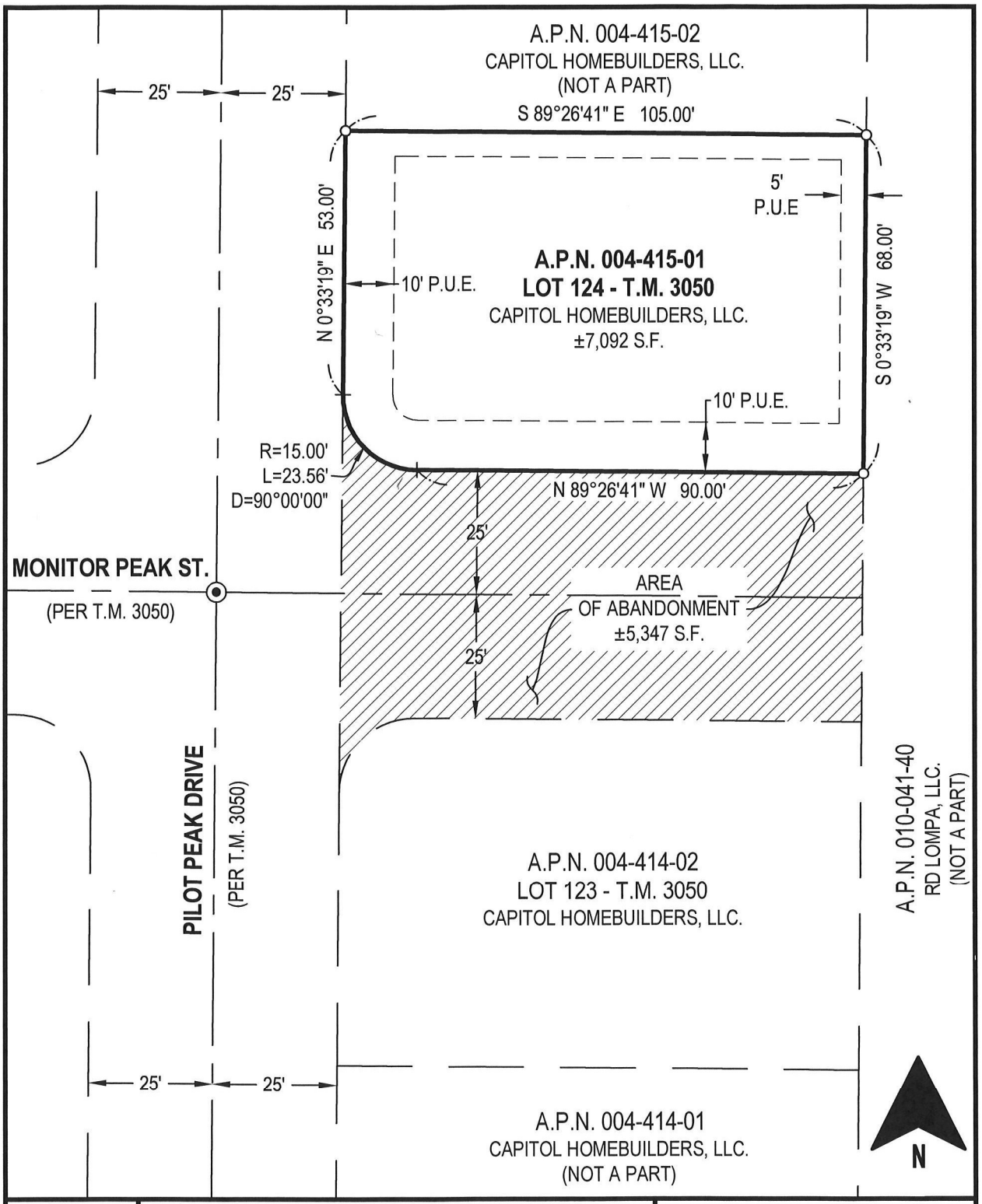
No. 22362

3/4/2025



Project No: **21-200**	**EXHIBIT "B-1"** **EXISTING BOUNDARY FOR** **LOT 124 - TRACT MAP NO. 3050**	JKAE
Scale: **1"=30'**	**SITUATE WITHIN THE NW 1/4 OF SECTION 16, T.15N., R.20E., M.D.M.**	
Sheet No: **1 of 1**	**CARSON CITY NEVADA**	**WWW.JKAEDESIGN.COM**

EXHIBIT C
LEGAL DESCRIPTION FOR RESULTANT LOT 124A

All that certain real property situate within a portion of the Northwest One-Quarter (NW 1/4) of Section Sixteen (16), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, being all of Lot 124 and a portion of Monitor Peak Street as shown the Final Map for Blackstone Ranch Phase 1-B, Tract Map No. 3050, recorded August 24, 2022, as File No. 534904, Official Records of Carson City, State of Nevada, being more particularly described as follows;

BEGINNING at the northeast corner of said Lot 124;

THENCE southerly coincident with the easterly lot line of said Lot 124 and the easterly right-of-way of aforesaid Monitor Peak Street, South 0°33'19" West, 93.00 feet to the point of intersection with said easterly right-of-way and the centerline of said Monitor Peak Street;

THENCE westerly coincident with said centerline, North 89°26'41" West, 105.00 feet to the intersection of said centerline and the easterly right-of-way of Pilot Peak Drive as shown on said Tract Map No. 3050;

THENCE northerly coincident with said easterly right-of-way, North 0°33'19" East, 93.00 feet to the northwest corner of aforesaid Lot 124;

THENCE easterly coincident with the northerly lot line of said Lot 124, South 89°26'41" East, 105.00 feet to the **POINT OF BEGINNING** and end of this description.

Containing 9,765 square feet of land, more or less.

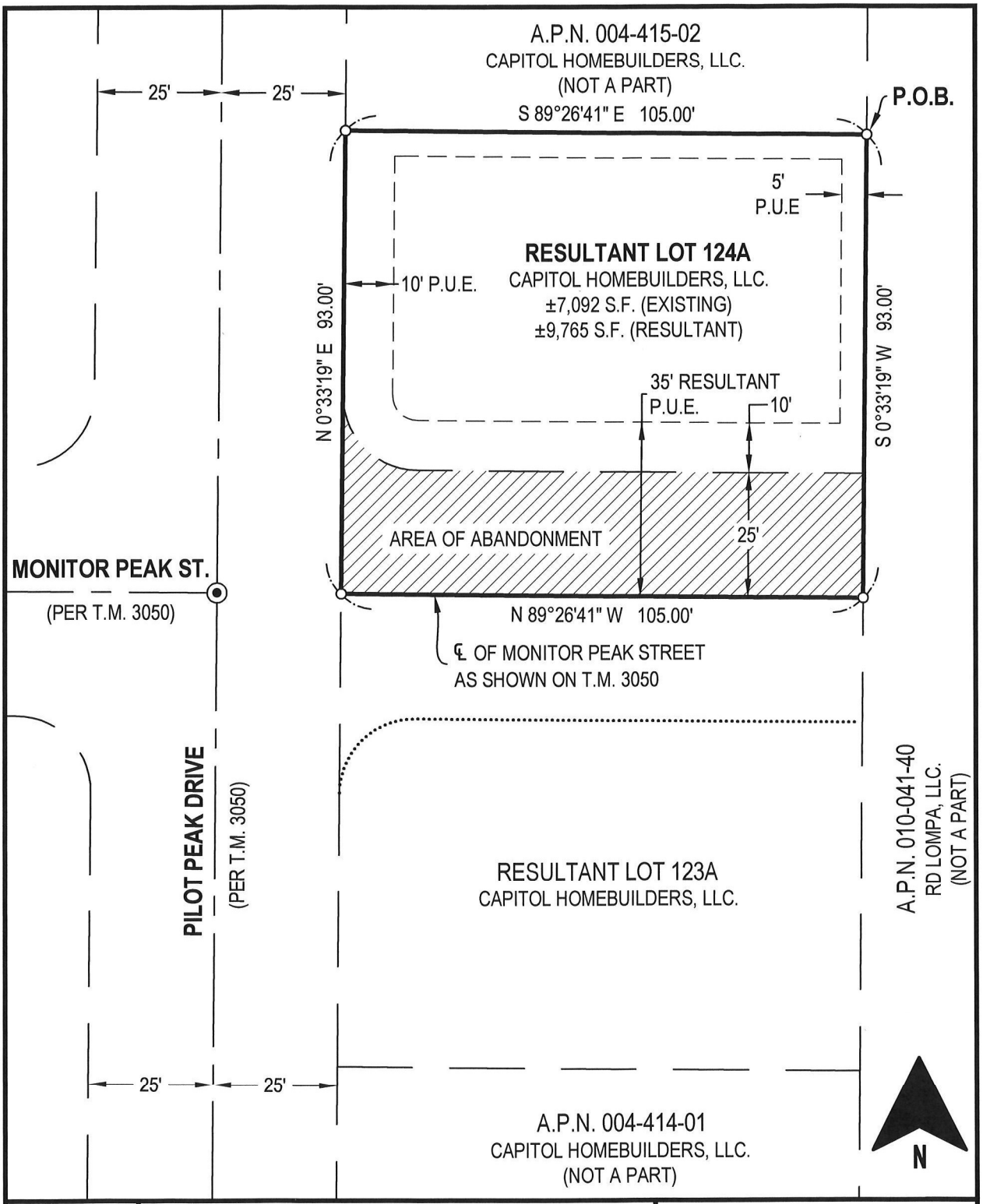
SEE EXHIBIT C-1 attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is identical to that as shown on the Final Map for Blackstone Ranch Phase 1-B, Tract Map No. 3050, recorded August 24, 2022, as File No. 534904, Official Records of Carson City, Nevada, being the Nevada State Plane Coordinate System of 1983, West Zone, NAD 83/94.

Prepared By:
JKAE Design
Justin M. Moore, P.L.S.
Nevada Certificate No. 22362
777 Center Street, Suite 104
Reno, NV 89501
jmoore@jkaedesign.com
(775)530-0926

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

3/4/2025



Project No: **21-200**	**EXHIBIT "C-1"** **RESULTANT BOUNDARY FOR LOT 124A**	JKAE
Scale: **1"=30'**	**SITUATE WITHIN THE NW 1/4 OF SECTION 16, T.15N., R.20E., M.D.M.**	
Sheet No: **1 of 1**	**CARSON CITY NEVADA**	WWW.JKAEDESIGN.COM

EXHIBIT D
LEGAL DESCRIPTION FOR
LOT 123 – TRACT MAP NO. 3050

All that certain real property situate within a portion of the Northwest One-Quarter (NW 1/4) of Section Sixteen (16), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, and being more particularly described as follows;

Being all of Lot 123 as shown on the Final Map for Blackstone Ranch Phase 1-B, Tract Map No. 3050, recorded August 24, 2022, as File No. 534904, Official Records of Carson City, State of Nevada.

Containing 7,302 square feet of land, more or less.

SEE EXHIBIT D-1 attached hereto and made a part hereof.

Prepared By:

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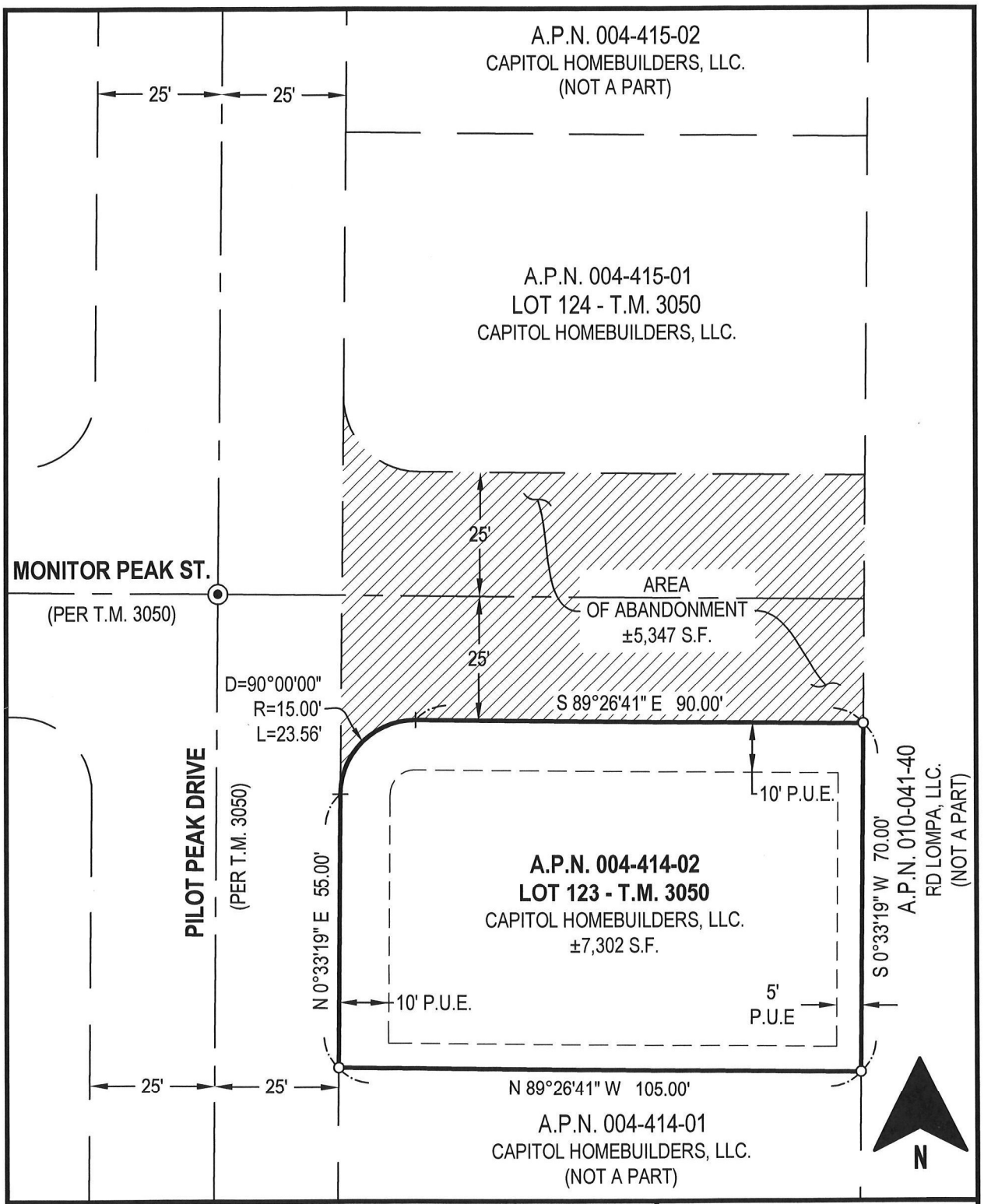
PROFESSIONAL LAND SURVEYOR-STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

3/4/2025



Project No: **21-200**	**EXHIBIT "D-1"** **EXISTING BOUNDARY FOR** **LOT 123 - TRACT MAP NO. 3050**	JKAE
Scale: **1"=30'**	**SITUATE WITHIN THE NW 1/4 OF SECTION 16, T.15N., R.20E., M.D.M.**	
Sheet No: **1 of 1**	**CARSON CITY NEVADA**	WWW.JKAEDESIGN.COM

EXHIBIT E
LEGAL DESCRIPTION FOR RESULTANT LOT 123A

All that certain real property situate within a portion of the Northwest One-Quarter (NW 1/4) of Section Sixteen (16), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, being all of Lot 123 and a portion of Monitor Peak Street as shown the Final Map for Blackstone Ranch Phase 1-B, Tract Map No. 3050, recorded August 24, 2022, as File No. 534904, Official Records of Carson City, State of Nevada, being more particularly described as follows;

BEGINNING at the southeast corner of said Lot 123;

THENCE westerly coincident with the southerly lot line of said Lot 123, North 89°26'41" West, 105.00 feet to the southwest corner of said Lot 123, said corner also being coincident with the easterly right-of-way of Pilot Peak Street as shown on said Tract Map No. 3050;

THENCE northerly coincident with said easterly right-of-way, North 0°33'19" East, 95.00 feet to the point of intersection with said easterly right-of-way and the centerline of Monitor Peak Street as shown on said Tract Map No. 3050;

THENCE easterly coincident with said centerline, South 89°26'41" East, 105.00 feet to the intersection of said centerline with the easterly right-of-way of said Monitor Peak Street;

THENCE southerly coincident with said easterly right-of-way and the easterly line of aforesaid Lot 123, South 0°33'19" West, 95.00 feet to the **POINT OF BEGINNING** and end of this description.

Containing 9,975 square feet of land, more or less.

SEE EXHIBIT E-1 attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is identical to that as shown on the Final Map for Blackstone Ranch Phase 1-B, Tract Map No. 3050, recorded August 24, 2022, as File No. 534904, Official Records of Carson City, Nevada, being the Nevada State Plane Coordinate System of 1983, West Zone, NAD 83/94.

Prepared By:
JKAE Design
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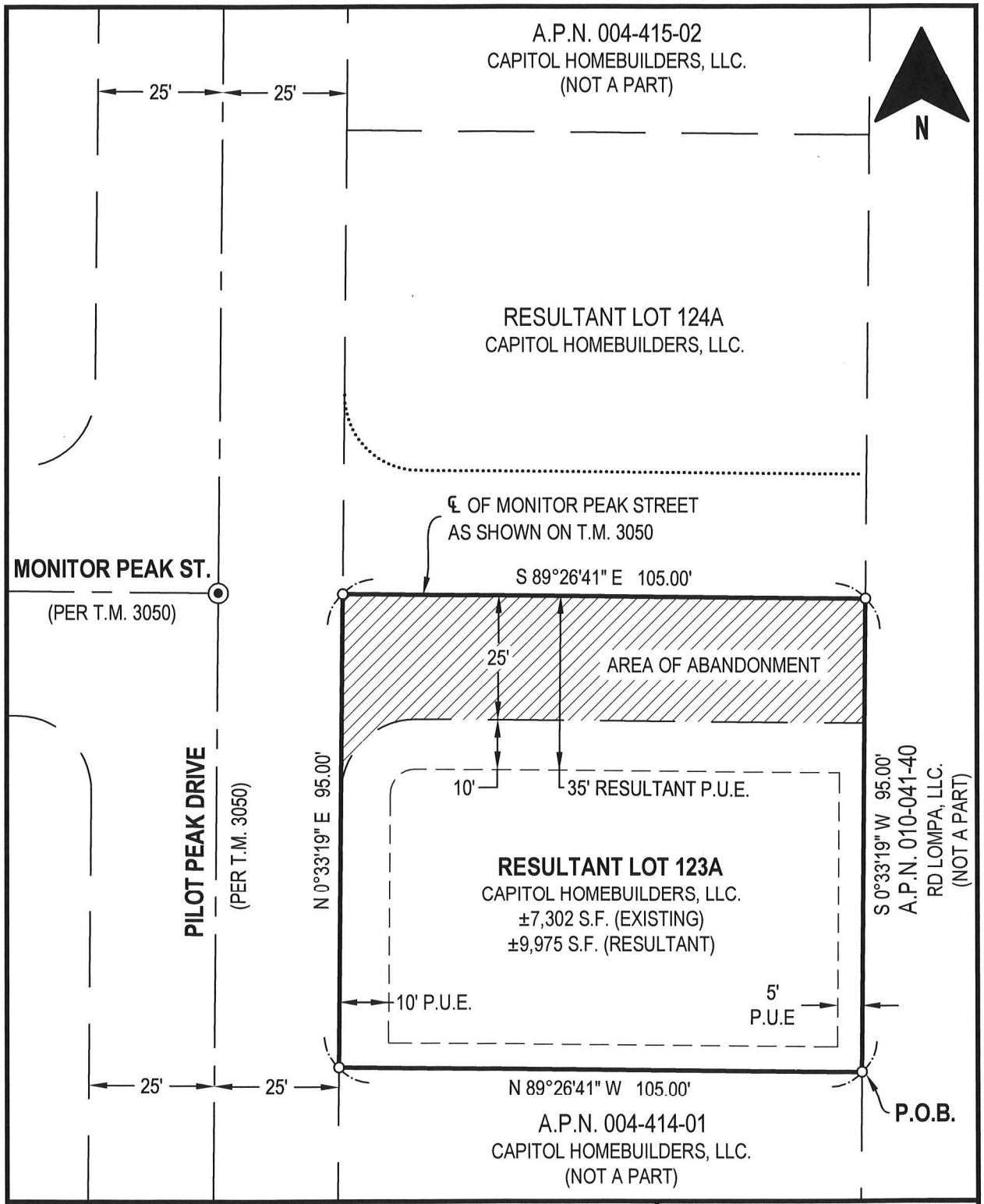
PROFESSIONAL LAND SURVEYOR-STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

3/4/2025



Project No: **21-200**	**EXHIBIT "E-1"**	JKAE
Scale: **1"=30'**	**RESULTANT BOUNDARY FOR LOT 123A**	
Sheet No: **1 of 1**	**SITUATE WITHIN THE NW 1/4 OF SECTION 16, T.15N., R.20E., M.D.M.**	
	CARSON CITY NEVADA	**WWW.JKAEDESIGN.COM**

STAFF REPORT FOR THE PLANNING COMMISSION MEETING OF APRIL 30, 2025

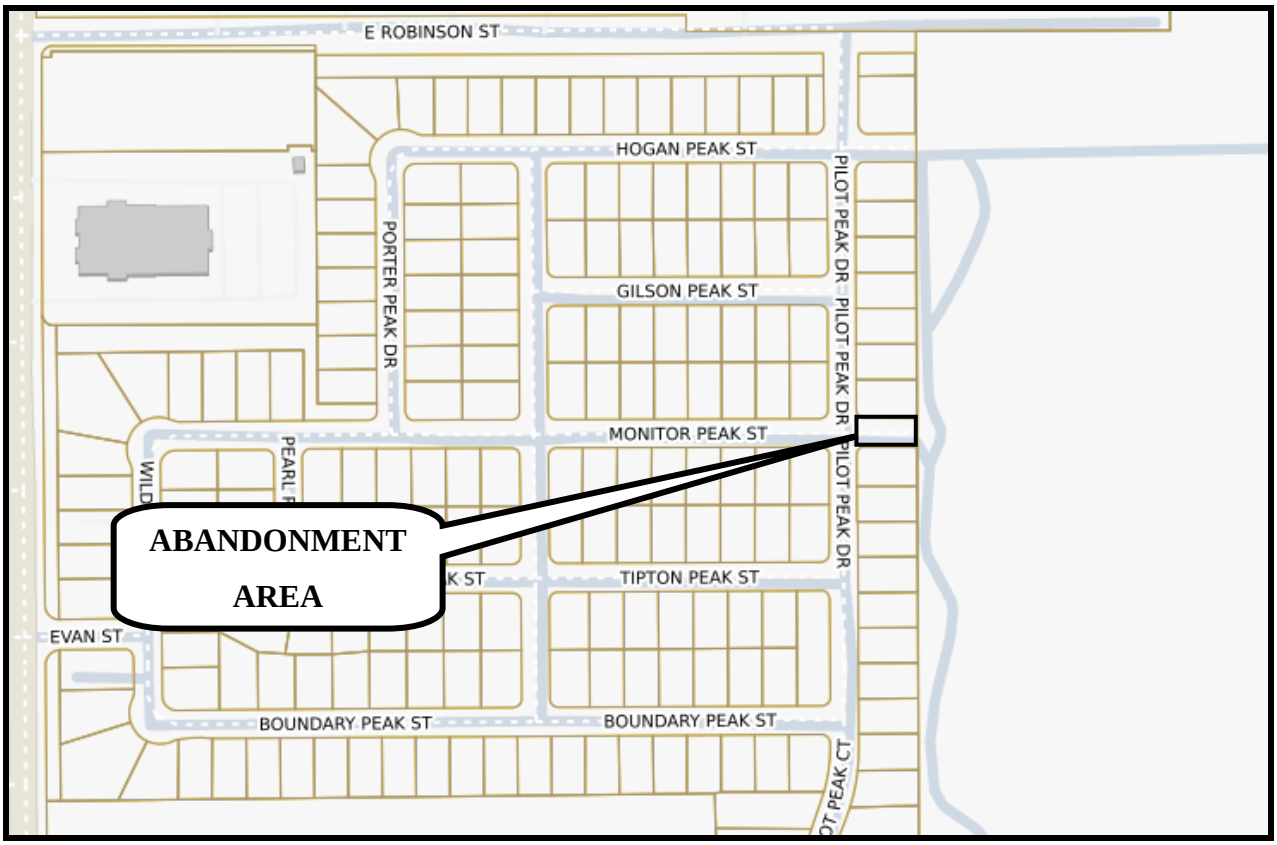
FILE NUMBER: AB-2025-0111

STAFF CONTACT: Heather Manzo, Associate Planner

AGENDA TITLE: For Possible Action: Discussion and possible action regarding a request for an abandonment of a portion of Monitor Peak Street, a public right-of-way, totaling approximately 5,347 square feet being the easterly 105 lineal feet of the termination of Monitor Peak Street adjacent to properties located at 239 and 207 Pilot Peak Drive, Assessor's Parcel Numbers ("APNs") 004-415-01 and 004-414-02. (Heather Manzo, hmanzo@carson.org)

RECOMMENDED MOTION: "I move to recommend that the Board of Supervisors approve the abandonment of the public right-of-way, based on the findings and subject to the conditions of approval contained in the staff report."

VICINITY MAP:



RECOMMENDED CONDITIONS OF APPROVAL:

1. Prior to the recordation of said abandonment, the applicant shall be responsible for the submittal of all necessary legal documentation and title search materials as required by the Planning Division to fully complete the abandonment process.

2. The applicant must sign and return the Notice of Decision for conditions of approval within 21 days of receipt of notification. If the Notice of Decision is not signed and returned within 21 days, then the item may be rescheduled for the next Planning Commission meeting for further consideration. This Notice of Decision will be mailed to the applicant for signature after approval by the Board of Supervisors.

3. Conditional approval for the requested abandonment shall expire one year after Board of Supervisors approval of the original application unless an extension of time has been granted by the Board of Supervisors.

4. Prior to the recordation of the abandonment order, the Applicant must demonstrate that the water main located within the area of abandonment has been removed.

5. Prior to the recordation of the abandonment order, the Applicant must update the resultant parcel exhibits to reflect retention, relocation or elimination of public utility easements ("PUE") consistent with utility provider requirements and CCMC. Where necessary, the Applicant will need to demonstrate that the PUE has been properly abandoned.

6. The land area abandoned shall be reverted to the adjacent parcels based upon the centerline of Monitor Peak Street.

LEGAL REQUIREMENTS: Nevada Revised Statutes ("NRS") 278.480 (Vacation or Abandonment of Street or Easement) and Carson City Municipal Code ("CCMC") Title 17 Division of Land, Subdivision of Land, Chapter 17.15 Abandonment of Right-of-Way.

MASTER PLAN DESIGNATION: Medium Density Residential

ZONING: SF6-SPA

KEY ISSUES: Will the City or public be materially injured by the approval of the abandonment?

SURROUNDING ZONING AND LAND USE INFORMATION:

NORTH:	SF6-SPA / Single family residential lot
SOUTH:	SF6-SPA / Single family residential lot
EAST:	SF6-SPA / Vacant – Approved Blackstone Ranch Phase 2 Subdivision
WEST:	SF6-SPA / Single family residential lot

DISCUSSION:
The subject portion of Monitor Peak Street is oriented east to west and was dedicated with the recordation of the Blackstone Ranch Phase 1 Tract Map No. 3050 recorded on August 24, 2022, as File No. 534904. When the tentative map for Blackstone Ranch Phase 2 was approved on August 17, 2023 (SUB-2023-0061), it was determined the Monitor Peak Street connection was no longer necessary as there are other roadway connections between Phases 1 and 2. The Phase 2 subdivision was approved with residential lots located to the east of the terminus of Monitor Peak Street and this section of Monitor Peak Street has been improved as a public street, however the right-of-way is now a dead end.

If the abandonment is approved, the entire 50-foot-wide by approximately 105-foot-long right-of-way will be abandoned and the abandonment area would go to the two abutting properties as measured from the centerline of Monitor Peak Street. Per Chapter 17.15 of the CCMC, the Planning Commission makes a recommendation to the Board of Supervisors regarding requests for the abandonment of public access easements. The Board of Supervisors is authorized to abandon the right-of-way.

CCMC 17.15 identifies the approval process for abandonment of rights-of-way. The Planning Commission reviews the abandonment and makes recommendation to the Board. The Board has the authority to approve the abandonment. Per NRS 278.480(5) if, upon public hearing by the Board of Supervisors, the Board is satisfied that the public will not be materially injured by the proposed vacation it shall order the street or easement vacated.

PUBLIC COMMENTS: A public notice was sent by mail to the abutting property owners per NRS 278.480 on April 18, 2025. At the writing of this report, there have been no public comments received regarding the proposed abandonment. Any written comments that are received after this report is completed will be submitted prior to or at the Planning Commission meeting on April 30, 2025 depending upon their submittal date to the Planning Division.

CITY DEPARTMENT/OUTSIDE AGENCY COMMENTS: The following comments were received from City departments. Recommendations have been incorporated into the recommended conditions of approval, where applicable.

Development Engineering Division:
The Public Works Department, Development Engineering Division ("Development Engineering") recommends approval of the proposed abandonment and offers the following conditions of approval:

- A PUE must be reserved for the utilities that will be located on the property.
- The water main on the segment of street to be abandoned must be removed prior to recording the abandonment.

DISCUSSION: Development Engineering has reviewed the request within our areas of purview relative to adopted standards and practices. The following discussion is offered.

1. What is the chain of title of the right-of-way?

This segment of Monitor Peak Street was offered for dedication on August 24th, 2022. The offer was accepted with a separate action on November 2nd, 2023.

2. Will the abandonment result in material injury to the public?

The abandonment will not result in material injury to the public. The right-of-way is not necessary for any access, parking, or City utilities and PUEs are provided for franchise utilities.

3. What is the history regarding the street being dedicated or not?

This section of Monitor Peak Street was offered for dedication on August 24th, 2022. The offer was accepted with a separate action on November 2nd, 2023.

4. What should the reasonable consideration be if the street was not dedicated?

Development Engineering has no comment on this finding.

5. If an abandonment has a public benefit, how much of the public benefit should be offset against the determination of reasonable consideration?

Development Engineering has no comment on this finding.

6. What is the applicability of the parking value analysis applied to this request?

The existing street section does allow for on-street parking, however, there is on-street parking available on the adjacent Pilot Peak Drive, so the small amount of parking available on the subject street section does not appear to be necessary.

7. Should utilities easements be reserved, continued or vacated?

AT&T, NV Energy and Southwest Gas have indicated that they have existing utilities in the right-of-way and desire a PUE to be reserved. The necessary PUE has been shown in the abandonment documents.

8. Are any conditions of approval by the board of supervisors or recommendations by the planning commission or staff included?

Staff has offered the above conditions of approval to take before the Planning Commission and the Board of Supervisors.

RIGHT-OF-WAY ABANDONMENT FINDINGS: In accordance with CCMC 17.15.010, staff recommendation is based upon the following findings, which are substantiated in the public record.

1. Will the abandonment result in material injury to the public?

The abandonment will not result in material injury to the public. This request is to allow for the abandonment of a public street segment 50 feet wide and approximately 105 feet long from west to east as measured from the east side of Pilot Peak Drive to the project parcel boundary to the east. When the tentative map for Blackstone Ranch Phase 2 was approved on August 17, 2023 (SUB-2023-0061), it was determined the Monitor Peak Steet connection was no longer necessary as there are other roadway connections between Phases 1 and 2. The Phase 2 subdivision was approved with residential lots located to the east of the terminus of Monitor Peak Street and this section of Monitor Peak Street has been improved as a public street, however the right-of-way is now a dead end.

2. What is the history regarding the street being dedicated or not?

The right-of-way was offered for dedication as part of Blackstone Ranch Phase 1, Tract Map No. 3050 recorded on August 24, 2022 as File No. 534904. The offer for dedication of the Phase 1 roads was accepted by the Board on November 2, 2023.

3. What should the reasonable consideration be if the street was not dedicated?

The street was offered for dedication in association with the Blackstone Ranch Phase 1 subdivision map. No fee was exchanged and no financial consideration is required as part of the abandonment.

4. If abandonment has a public benefit, how much of the public benefit should be offset against the determination of reasonable consideration?

The public will not be impacted by the approval of this abandonment; however, the City will not need to maintain the 105-foot long portion of roadway if the subject area is abandoned. The roadway was offered for dedication as part of a subdivision map and no financial exchange occurred. If abandoned, the abandonment area will revert to the adjacent parcels located to the north and south of the abandonment area.

5. What is the applicability of the parking value analysis applied to this request?

While the right-of-way has been designed to allow for on-street parking, there is no added value or loss of value as a result of the abandonment request as the subdivision has met parking requirements for each single-family residence by providing on-site garages and driveways. Therefore, no negative impact is anticipated as a result of the abandonment.

6. Should utility easements be reserved, continued, or vacated?

There are existing utilities within the abandonment area. In some cases, there is no utility infrastructure and utility easements can be adjusted to follow CCMC requirements for PUEs on individual lots. In other cases, the utility provider has requested existing utility easements remain in place when there are existing utility services located within the easement area. There is a Carson City water main that will no longer be extended to the adjacent development via Monitor Peak and a condition of approval is recommended to require the removal of the water main infrastructure from the abandonment area prior to recordation of the abandonment order. In order to ensure each utility provider's infrastructure is accessible and can be maintained, an additional condition of approval is recommended to require the Applicant to retain or relocate the utility easement based on each utility provider's request.

7. Are any conditions of approval by the Board of Supervisors or recommendations by the Planning Commission or staff included?

Staff has included within this staff report conditions of approval required by CCMC 18.02.0460 and as necessary in order to make the necessary abandonment findings.

Assessor's Parcel Numbers ("APNs"): 004-415-01 and 004-414-02

AN ORDER ABANDONING THE ENTIRETY OF A ±50-FOOT-WIDE BY APPROXIMATELY 105 FOOT LONG PUBLIC RIGHT-OF-WAY COMMENCING AT THE EAST RIGHT-OF-WAY OF PILOT PEAK DRIVE, SOUTH OF APN 004-415-01 AND NORTH OF APN 004-414-02 AND TERMINATING AT THE WEST PROPERTY LINE OF APN 010-041-40 AND TOTALING APPROXIMATELY ±5,347 SQUARE FEET IN SIZE.

WHEREAS, on March 11, 2025, Steve Thomsen – Capitol Homebuilders, LLC, ("APPLICANT") duly filed a written application seeking vacation and abandonment of a public right-of-way, totaling approximately ±5,347 square feet in size; and

WHEREAS, the application was thereafter referred to the Carson City Planning Commission and a public hearing was thereafter duly noticed and held before the Planning Commission on April 30, 2025. At the public hearing testimony was taken and the Commission, after discussion and deliberation, recommended approval of abandonment of the subject right-of-way to the Carson City Board of Supervisors, finding that the public would not be materially injured by the vacation; and

WHEREAS, the Carson City Board of Supervisors, at their regular and duly noticed meeting of June 5, 2025, found that the public would not be materially injured by the proposed vacation, and accordingly ordered the abandonment of the public right-of-way in question pursuant to the provisions of NRS 278.480, which among its provisions, requires a written order to be prepared and recorded in the office of the Carson City Recorder; and

WHEREAS, the vacation and abandonment of the subject right-of-way is more particularly described on the attached Exhibit A and depicted in attached Exhibit A-1 and the abandonment area will be reverted to the adjacent parcels (APNs 004-415-01 and 004-414-02) based upon the centerline of Monitor Peak Street.

NOW, THEREFORE, the Board of Supervisors hereby orders:

1. That the above-described right-of-way is hereby abandoned according to the provisions of NRS 278.480.

2. That if a utility company has a utility or an easement over or under the property hereby vacated and abandoned by this order, said easement or easements shall be continued and shall not be affected by the abandonment.

3. That the water main located within the abandonment area has been removed.

4. That utility facilities, which may presently exist within the areas affected by abandonment's, will be protected by easements. The abandonment is subject to reserving easements for utility companies and/or Carson City, as requested.

ORDERED this ___ day of _____, 2025, by the Carson City Board of Supervisors.

_____

LORI BAGWELL, MAYOR

ATTEST:

_____

SCOTT HOEN, Clerk-Recorder

DRAFT

Carson City Planning Division 108 E. Proctor Street, Carson City, NV 89701 Phone: (775) 887-2180 Email: planning@carson.org	FOR OFFICE USE ONLY: CCMC 17.15
FILE #	**ABANDONMENT OF PUBLIC RIGHT-OF-WAY**
APPLICANT: Steve Thomsen - Capitol Homebuilders, LLC PHONE #: 775-823-3788	
MAILING ADDRESS, CITY, STATE, ZIP: 985 Damonte Ranch Pkwy, Suite 140, Reno, NV 89521	FEE*: $2,450.00 + noticing fee *Due after application is deemed complete by staff
EMAIL ADDRESS: steve@ryderhomes.com	☒ SUBMITTAL PACKET – 4 Complete Packets (1 Unbound Original and 3 Copies) including: ☒ Application Form ☒ Written Project Description ☒ Justification Statement ☒ Site Map/Exhibit ☒ Legal Descriptions ☒ Development Engineering Memo of Support ☒ Utility Statements ☒ Title Report ☒ Documentation of Taxes Paid to Date
PROPERTY OWNER: Capitol Homebuilders, LLC PHONE #: 775-823-3788	
MAILING ADDRESS, CITY, STATE, ZIP: 985 Damonte Ranch Pkwy, Suite 140, Reno, NV 89521	
EMAIL ADDRESS: steve@ryderhomes.com	☒ CD or USB DRIVE with complete application in PDF
APPLICANT AGENT/REPRESENTATIVE: Justin Moore / JKAE PHONE #: 775-842-9778	Application Reviewed and Received By:
MAILING ADDRESS, CITY, STATE, ZIP: 777 S. Center Street, Suite 104, Reno, NV 89501	
EMAIL ADDRESS: jmoore@jkaedesign.com	Submittal Deadline: Planning Commission application submittal schedule.
	Note: Submittals must be of sufficient clarify and detail to adequately review the request. Additional information may be required.
Project's Assessor Parcel Number(s): 004-414-02 & 004-415-01	Street Address: 207 & 239 Pilot Peak Drive, Carson City, NV 89701

Briefly describe the proposed right-of-way abandonment. If you are abandoning an access, explain how the parcel will be accessed:

The applicant wishes to abandon the easterly 105' termination of Monitor Peak Street as offered for dedication to Carson City within the Official Map for Blackstone Ranch Phase 1-B, Tract Map No. 3050. The owner of the subject lots is also the owner and developer of the Blackstone Ranch Subdivision Phase 1 and Phase 2 and due to redesign changes within future Phase 2-A. Monitor Peak Street will no longer be providing connectivity between the two phases. The developer wishes to relinquish this portion of right of way prior to sale of the lots.

PROPERTY OWNER'S AFFIDAVIT

I, NED JAY RYDER, being duly deposed, do hereby affirm that I am the record owner of the subject property, and that I have knowledge of, and I agree to, the filing of this application.

Signature: _____ Address: 985 Damonte Ranch Pkwy, Reno, NV 89521 Date: 2/11/25

Use additional page(s) if necessary for other names.

STATE OF NEVADA)
COUNTY of Washoe)

On February 11, 2025, Jay Ryder, personally appeared before me, a notary public, personally known (or proved) to me to be the person whose name is subscribed to the foregoing document and who acknowledged to me that he/she executed the foregoing document.

Wendy L. Sparks
Notary Public

WENDY L SPARKS
Notary Public, State of Nevada
Appointment No. 15-1271-2
My Appt. Expires Apr 10, 2027

JKAE

architecture + interiors + engineering

March 05, 2025

Carson City Planning Division
108 E. Proctor Street
Carson City, NV 89701

Subject: Justification for partial Abandonment of Monitor Peak Street

To Whom It May Concern,

Please accept this letter as the project description and statement of justification for a partial abandonment of Monitor Peak Street in Carson City, Nevada. This request is to abandon the easterly 105' of Monitor Peak Street that lies easterly of Pilot Peak Drive adjacent to Assessor Parcel Numbers: 004-41-501 (239 Pilot Peak Dr.) and 004-41-402 (207 Pilot Peak Dr.). The area to be abandoned is approximately 50' wide by 105' long and totals +/-5,347 square feet. The specific area of abandonment is further described and depicted in the attached Exhibits "A" and "A-1".

Monitor Peak Street was originally offered for dedication per Tract Map No. 3050, recorded August 24, 2022, as File No. 534904, Official Records of Carson City, State of Nevada, being a 50' wide right-of-way to accommodate for public thoroughfare, sidewalks, and utilities servicing the Blackstone community. The portion of said right-of-way proposed for abandonment was originally intended to serve future phases of the development; However, Phase 2 of the development has since been amended and Monitor Peak Street will no longer be providing connectivity between the phases.

The results of this proposed right-of-way abandonment will revert the adjacent properties to the centerline of Monitor Peak Street. The right-of-way is currently a dead end and does not currently serve as a thoroughfare to any other public right-of-ways or other amenities.

Pursuant to Carson City Municipal Code 17.15.010, we have addressed the required findings below.

1. *Will the abandonment result in material injury to the public?*

   Comment: No, current roadway is a dead end and does not currently service the public as a thoroughfare.

2. *What is the history regarding the street being dedicated or not.*

   Comment: Monitor Peak Street was originally offered for dedication to Carson City per Tract Map No. 3050, recorded August 24, 2022, as File No. 534904, Official Records of Carson City, State of Nevada.

3. *What should the reasonable consideration be if the street was not dedicated?*

   Comment: Monitor Peak Street was originally offered for dedication to Carson City per Tract Map No. 3050, recorded August 24, 2022, as File No. 534904, Official Records of Carson City, State of Nevada. No money was exchanged for the right-of-way.

4. *If an abandonment has a public benefit, how much of the public benefit should be offset against the determination of reasonable consideration?*

   Comment: Public sidewalk and roadway improvements will be removed with the abandonment. Current conditions and future design of the Blackstone Development does not offer connectivity to public amenities through this proposed abandonment.

5. *What is the applicability of the parking value analysis applied to the request?*

   Comment: The abandonment will not result in the elimination of on-street parking. The subject area is not currently used for on-street parking.

6. *Should utility easements be reserved, continued or vacated?*

   Comment: Yes, the utility companies NV Energy, Charter Communications, AT&T, and SW Gas have indicated they do have utilities within the public roadway proposed for abandonment and they do want an easement reservation.

7. *Are any conditions of approval by the board of supervisors or recommendations by the planning commission or staff included?*

   Comment: None requested by the applicant.

If you have any questions, please contact me directly at 775-842-9778.

Thank you for your assistance with this matter.

Respectfully Submitted,

Justin Moore, PLS
Associate Principal / Director of Surveying
JKAE
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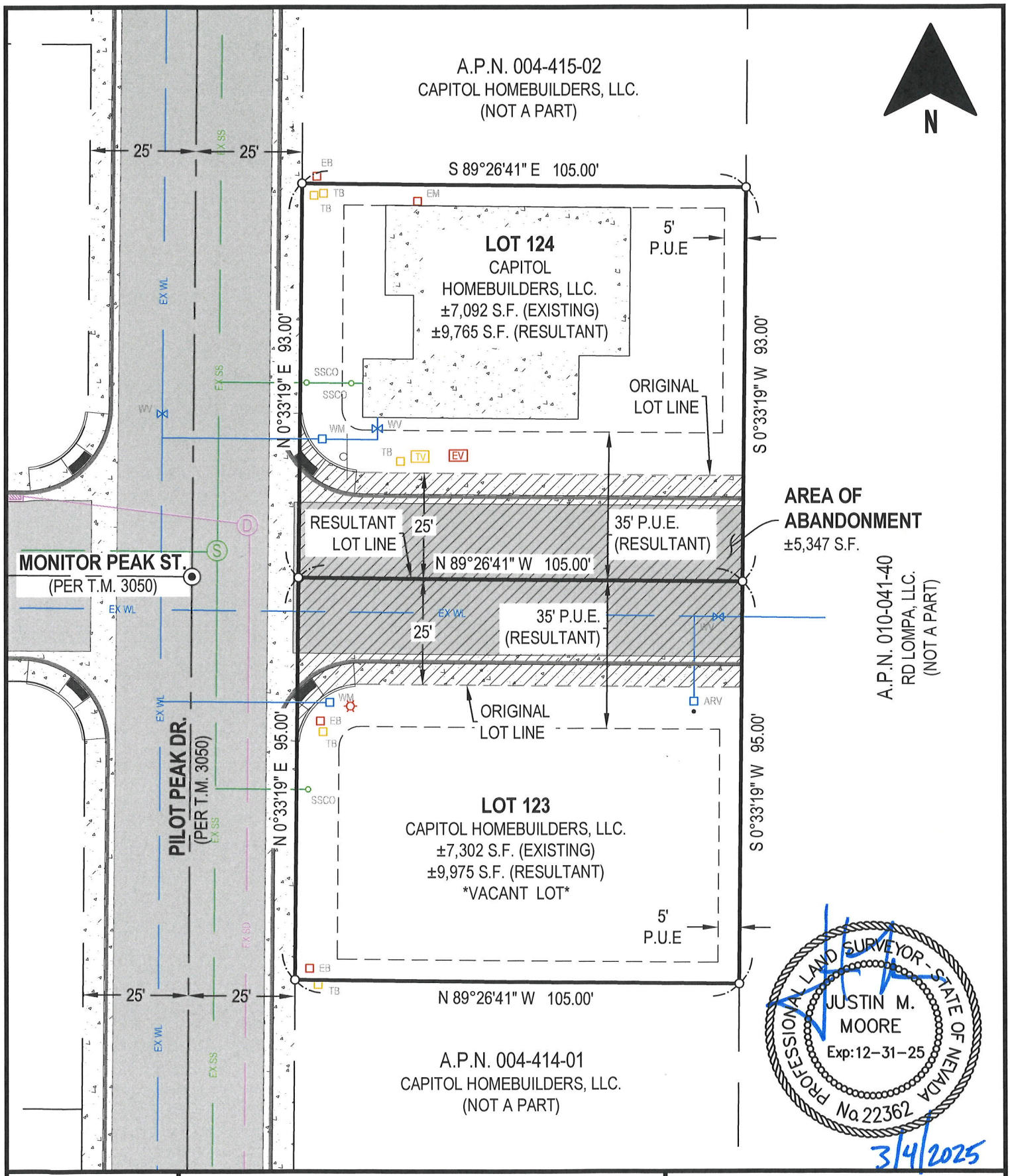
Reno, NV 89501
775-842-9778
jmoore@jkaedesign.com



Project No: **21-200**	**SITE MAP** **PROPOSED ABANDONMENT OF MONITOR PEAK STREET**	JKAE
Scale: **1"=30'**	**SITUATE WITHIN THE NW 1/4 OF SECTION 16, T.15N., R.20E, M.D.M.**	777 S . CENTER STREET, #104 RENO, NV 775-530-0926
Sheet No: **1 of 1**	**CARSON CITY NEVADA**	WWW.JKAEDESIGN.COM

EXHIBIT A
LEGAL DESCRIPTION FOR
MONITOR PEAK STREET ABANDONMENT

All that certain real property situate within a portion of the Northwest One-Quarter (NW 1/4) of Section Sixteen (16), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, being a portion of Monitor Peak Street as shown on the Final Map for Blackstone Ranch Phase 1-B, Tract Map No. 3050, recorded August 24, 2022, as File No. 534904, Official Records of Carson City, State of Nevada, and being more particularly described as follows:

BEGINNING at the southeast corner of Lot 124 as shown on said Tract Map No. 3050, said point also being coincident with the northeasterly corner of the right-of-way for said Monitor Peak Street;

THENCE southerly coincident with the easterly right-of-way of said Monitor Peak Street, South 0°33'19" West, 50.00 feet to the northeast corner of Lot 123 as shown on said Tract Map No. 3050, and also being the southeast corner of said right-of-way;

THENCE westerly coincident with the southerly right-of-way of said Monitor Peak Street, North 89°26'41" West, 90.00 feet to the beginning of a curve to the left, concave southeasterly, and having a radius of 15.00 feet;

THENCE southwesterly coincident with said southerly right-of-way, 23.56 feet along the arc of said curve, through a central angle of 90°00'00" to a point coincident with the easterly right-of-way of Pilot Peak Drive as shown on aforesaid Tract Map No. 3050;

THENCE northerly coincident with said easterly right-of-way of Pilot Peak Drive, North 0°33'19" East, 80.00 feet to the beginning of a non-tangent curve to the left, coincident with the northerly right-of-way of aforesaid Monitor Peak Street, concave northeasterly, and having a 15.00 foot radius from which a radial line bears South 89°26'41" East to the radius point;

THENCE southeasterly coincident with said northerly right-of-way, 23.56 feet along the arc of said curve, through a central angle of 90°00'00";

THENCE easterly coincident with said northerly right-of-way, South 89°26'41" East, 90.00 feet to the **POINT OF BEGINNING** and end of this description.

Containing 5,347 square feet of land, more or less.

SEE EXHIBIT A-1 attached hereto and made a part hereof.

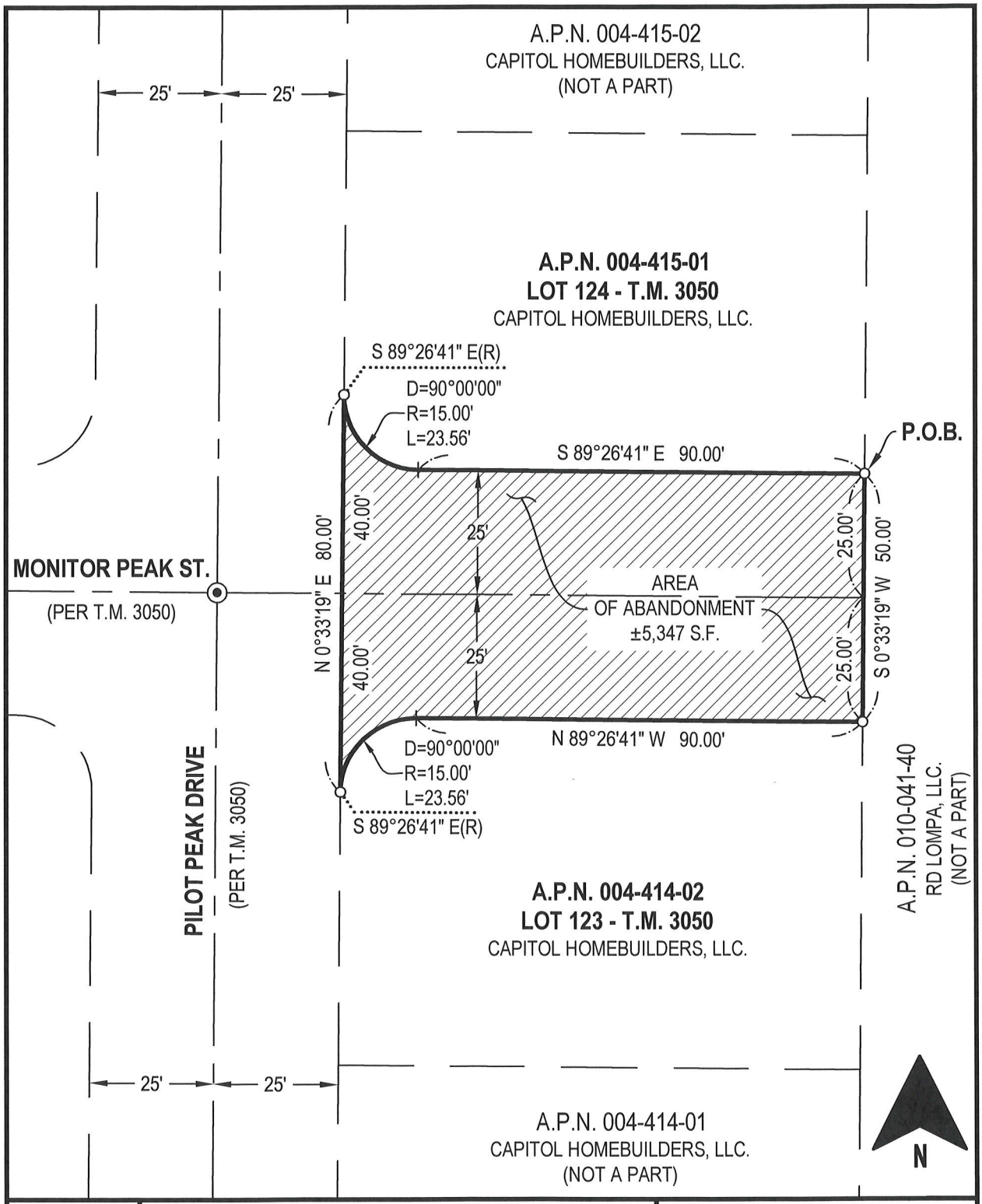
BASIS OF BEARINGS for this description is identical to that as shown on the Final Map for Blackstone Ranch Phase 1-B, Tract Map No. 3050, recorded August 24, 2022, as File No. 534904, Official Records of Carson City, Nevada, being the Nevada State Plane Coordinate System of 1983, West Zone, NAD 83/94.

Prepared By:

JKAE Design
Justin M. Moore, P.L.S.
Nevada Certificate No. 22362
777 Center Street, Suite 104, Reno, NV 89501
jmoore@jkaedesign.com
(775)530-0926

PROFESSIONAL LAND SURVEYOR · STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

3/4/2025



Project No: **21-200**	**EXHIBIT "A-1"**	JKAE
Scale: **1"=30'**	**MONITOR PEAK STREET ABANDONMENT**	
Sheet No: **1 of 1**	**SITUATE WITHIN THE NW 1/4 OF SECTION 16, T.15N., R.20E., M.D.M.** **CARSON CITY NEVADA**	WWW.JKAEDESIGN.COM

EXHIBIT B
LEGAL DESCRIPTION FOR
LOT 124 – TRACT MAP NO. 3050

All that certain real property situate within a portion of the Northwest One-Quarter (NW 1/4) of Section Sixteen (16), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, and being more particularly described as follows;

Being all of Lot 124 as shown on the Final Map for Blackstone Ranch Phase 1-B, Tract Map No. 3050, recorded August 24, 2022, as File No. 534904, Official Records of Carson City, State of Nevada.

Containing 7,092 square feet of land, more or less.

SEE EXHIBIT B-1 attached hereto and made a part hereof.

Prepared By:

JKAE Design
Justin M. Moore, P.L.S.
Nevada Certificate No. 22362
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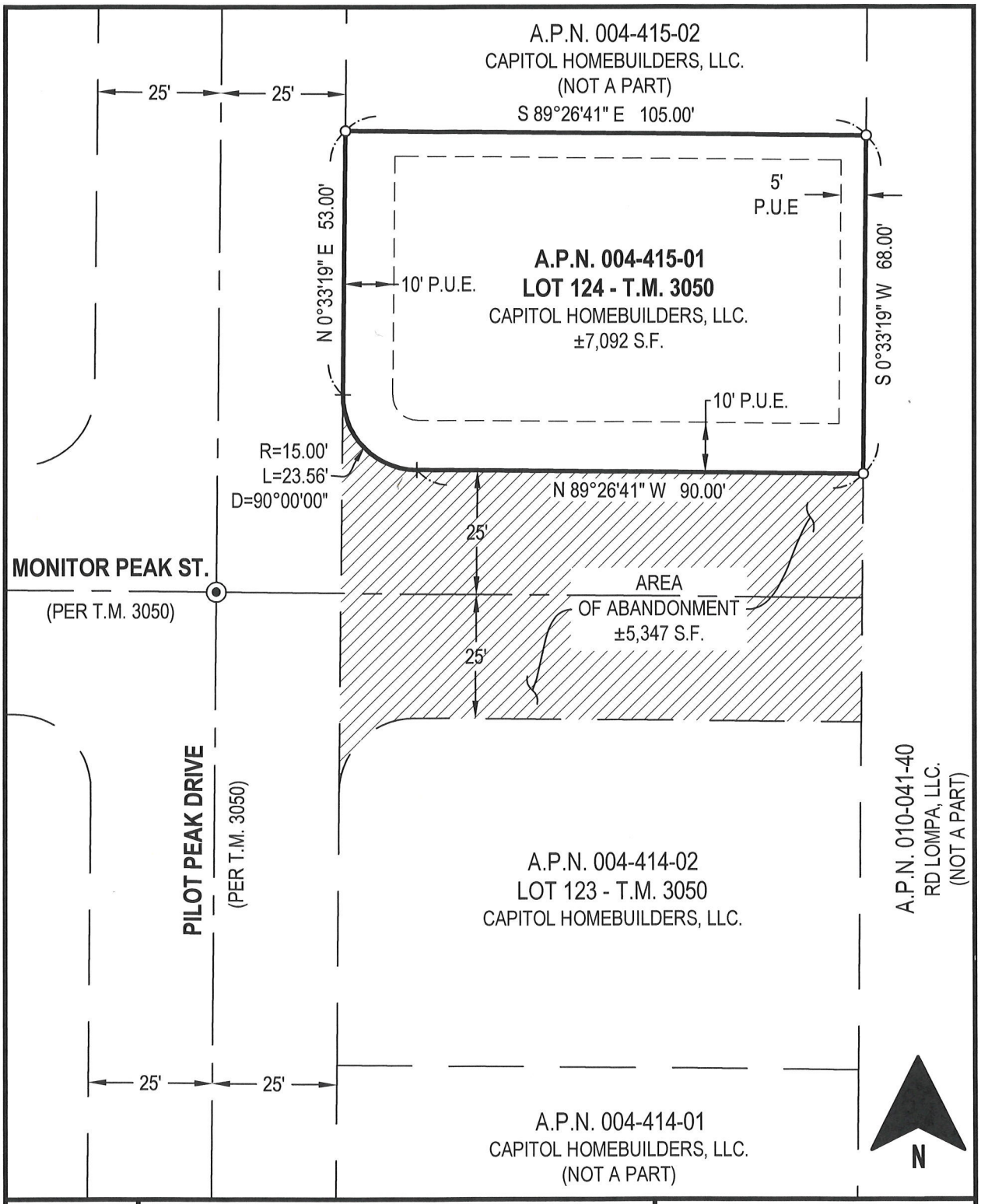
Reno, NV 89501
jmoore@jkaedesign.com
(775)530-0926

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

3/4/2025



Project No: **21-200**	**EXHIBIT "B-1"** **EXISTING BOUNDARY FOR** **LOT 124 - TRACT MAP NO. 3050**	JKAE
Scale: **1"=30'**	**SITUATE WITHIN THE NW 1/4 OF SECTION 16, T.15N., R.20E., M.D.M.**	
Sheet No: **1 of 1**	**CARSON CITY NEVADA**	WWW.JKAEDESIGN.COM

EXHIBIT C
LEGAL DESCRIPTION FOR RESULTANT LOT 124A

All that certain real property situate within a portion of the Northwest One-Quarter (NW 1/4) of Section Sixteen (16), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, being all of Lot 124 and a portion of Monitor Peak Street as shown the Final Map for Blackstone Ranch Phase 1-B, Tract Map No. 3050, recorded August 24, 2022, as File No. 534904, Official Records of Carson City, State of Nevada, being more particularly described as follows;

BEGINNING at the northeast corner of said Lot 124;

THENCE southerly coincident with the easterly lot line of said Lot 124 and the easterly right-of-way of aforesaid Monitor Peak Street, South 0°33'19" West, 93.00 feet to the point of intersection with said easterly right-of-way and the centerline of said Monitor Peak Street;

THENCE westerly coincident with said centerline, North 89°26'41" West, 105.00 feet to the intersection of said centerline and the easterly right-of-way of Pilot Peak Drive as shown on said Tract Map No. 3050;

THENCE northerly coincident with said easterly right-of-way, North 0°33'19" East, 93.00 feet to the northwest corner of aforesaid Lot 124;

THENCE easterly coincident with the northerly lot line of said Lot 124, South 89°26'41" East, 105.00 feet to the **POINT OF BEGINNING** and end of this description.

Containing 9,765 square feet of land, more or less.

SEE EXHIBIT C-1 attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is identical to that as shown on the Final Map for Blackstone Ranch Phase 1-B, Tract Map No. 3050, recorded August 24, 2022, as File No. 534904, Official Records of Carson City, Nevada, being the Nevada State Plane Coordinate System of 1983, West Zone, NAD 83/94.

Prepared By:
JKAE Design
Justin M. Moore, P.L.S.
Nevada Certificate No. 22362
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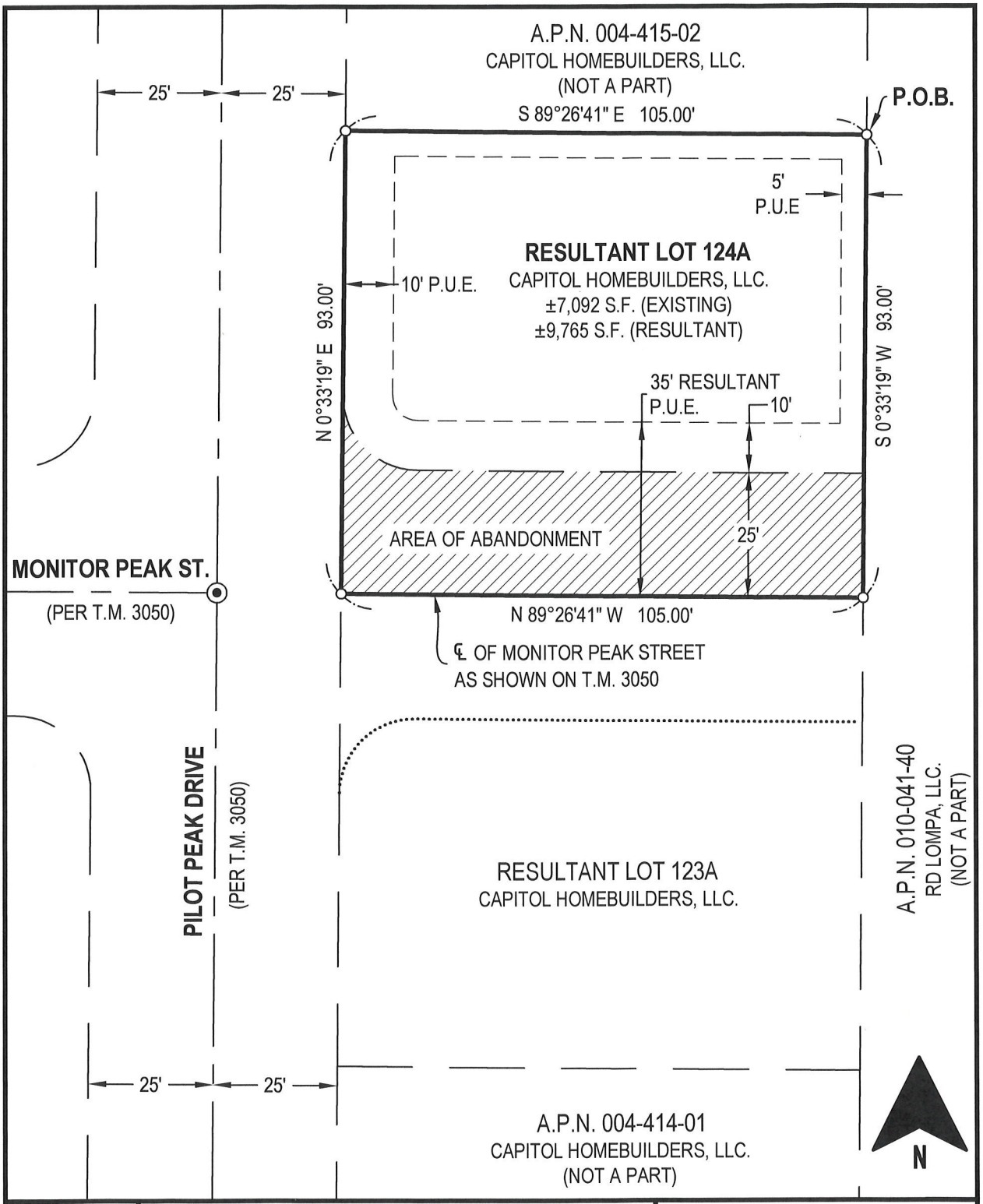
Reno, NV 89501
jmoore@jkaedesign.com
(775)530-0926

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

3/4/2025



Project No: **21-200**	**EXHIBIT "C-1"** **RESULTANT BOUNDARY FOR LOT 124A**	JKAE
Scale: **1"=30'**	**SITUATE WITHIN THE NW 1/4 OF SECTION 16, T.15N., R.20E., M.D.M.**	
Sheet No: **1 of 1**	**CARSON CITY NEVADA**	WWW.JKAEDESIGN.COM

EXHIBIT D
LEGAL DESCRIPTION FOR
LOT 123 – TRACT MAP NO. 3050

All that certain real property situate within a portion of the Northwest One-Quarter (NW 1/4) of Section Sixteen (16), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, and being more particularly described as follows;

Being all of Lot 123 as shown on the Final Map for Blackstone Ranch Phase 1-B, Tract Map No. 3050, recorded August 24, 2022, as File No. 534904, Official Records of Carson City, State of Nevada.

Containing 7,302 square feet of land, more or less.

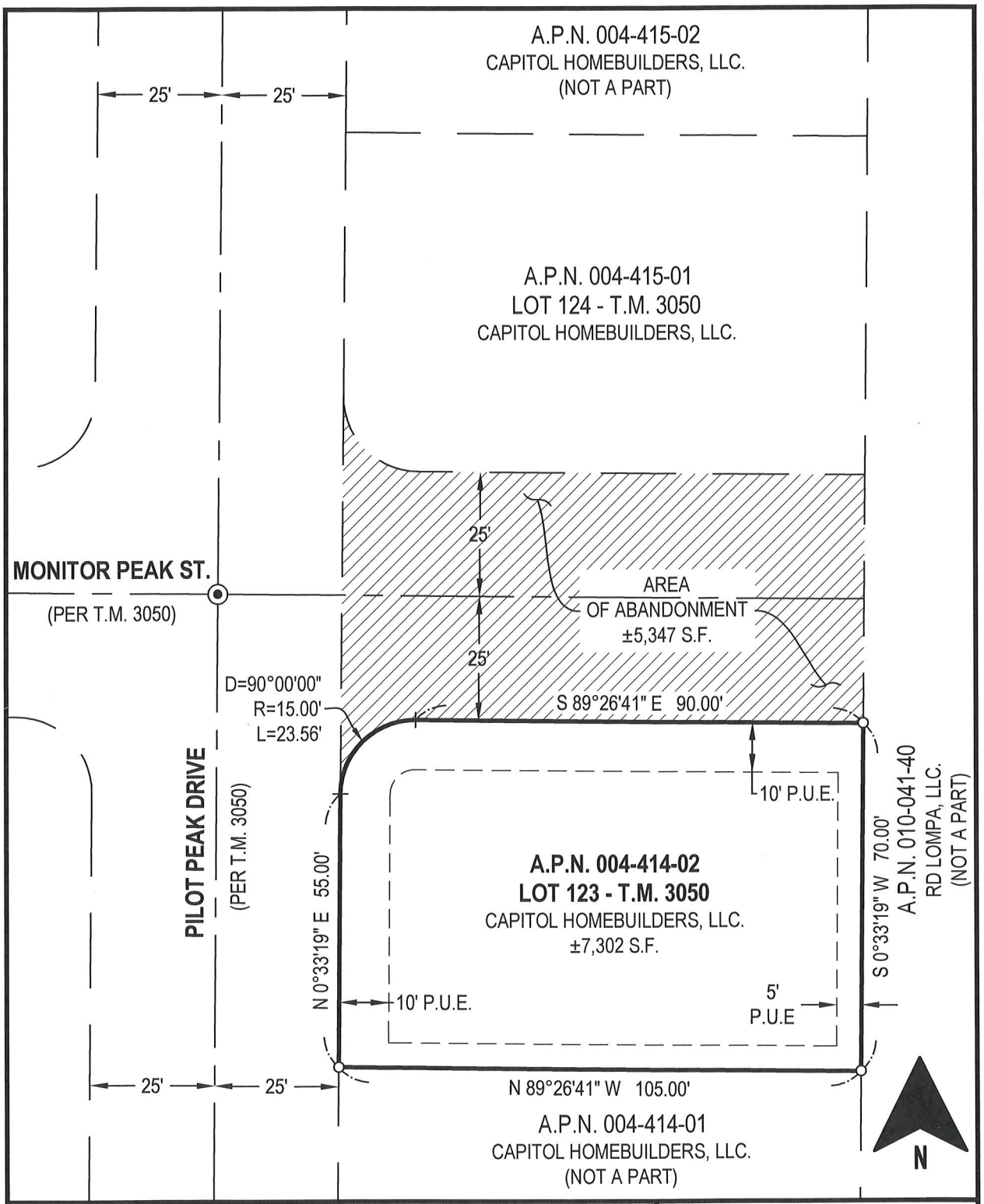
SEE EXHIBIT D-1 attached hereto and made a part hereof.

Prepared By:

JKAE Design
Justin M. Moore, P.L.S.
Nevada Certificate No. 22362
777 Center Street, Suite 104
Reno, NV 89501
jmoore@jkaedesign.com
(775)530-0926

PROFESSIONAL LAND SURVEYOR-STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

3/4/2025



Project No: **21-200**	**EXHIBIT "D-1"** **EXISTING BOUNDARY FOR** **LOT 123 - TRACT MAP NO. 3050**	JKAE
Scale: **1"=30'**	**SITUATE WITHIN THE NW 1/4 OF SECTION 16, T.15N., R.20E., M.D.M.**	
Sheet No: **1 of 1**	**CARSON CITY NEVADA**	WWW.JKAEDESIGN.COM

EXHIBIT E
LEGAL DESCRIPTION FOR RESULTANT LOT 123A

All that certain real property situate within a portion of the Northwest One-Quarter (NW 1/4) of Section Sixteen (16), Township Fifteen (15) North, Range Twenty (20) East, Mount Diablo Meridian, Carson City, State of Nevada, being all of Lot 123 and a portion of Monitor Peak Street as shown the Final Map for Blackstone Ranch Phase 1-B, Tract Map No. 3050, recorded August 24, 2022, as File No. 534904, Official Records of Carson City, State of Nevada, being more particularly described as follows;

BEGINNING at the southeast corner of said Lot 123;

THENCE westerly coincident with the southerly lot line of said Lot 123, North 89°26'41" West, 105.00 feet to the southwest corner of said Lot 123, said corner also being coincident with the easterly right-of-way of Pilot Peak Street as shown on said Tract Map No. 3050;

THENCE northerly coincident with said easterly right-of-way, North 0°33'19" East, 95.00 feet to the point of intersection with said easterly right-of-way and the centerline of Monitor Peak Street as shown on said Tract Map No. 3050;

THENCE easterly coincident with said centerline, South 89°26'41" East, 105.00 feet to the intersection of said centerline with the easterly right-of-way of said Monitor Peak Street;

THENCE southerly coincident with said easterly right-of-way and the easterly line of aforesaid Lot 123, South 0°33'19" West, 95.00 feet to the **POINT OF BEGINNING** and end of this description.

Containing 9,975 square feet of land, more or less.

SEE EXHIBIT E-1 attached hereto and made a part hereof.

BASIS OF BEARINGS for this description is identical to that as shown on the Final Map for Blackstone Ranch Phase 1-B, Tract Map No. 3050, recorded August 24, 2022, as File No. 534904, Official Records of Carson City, Nevada, being the Nevada State Plane Coordinate System of 1983, West Zone, NAD 83/94.

Prepared By:
JKAE Design
Justin M. Moore, P.L.S.
Nevada Certificate No. 22362
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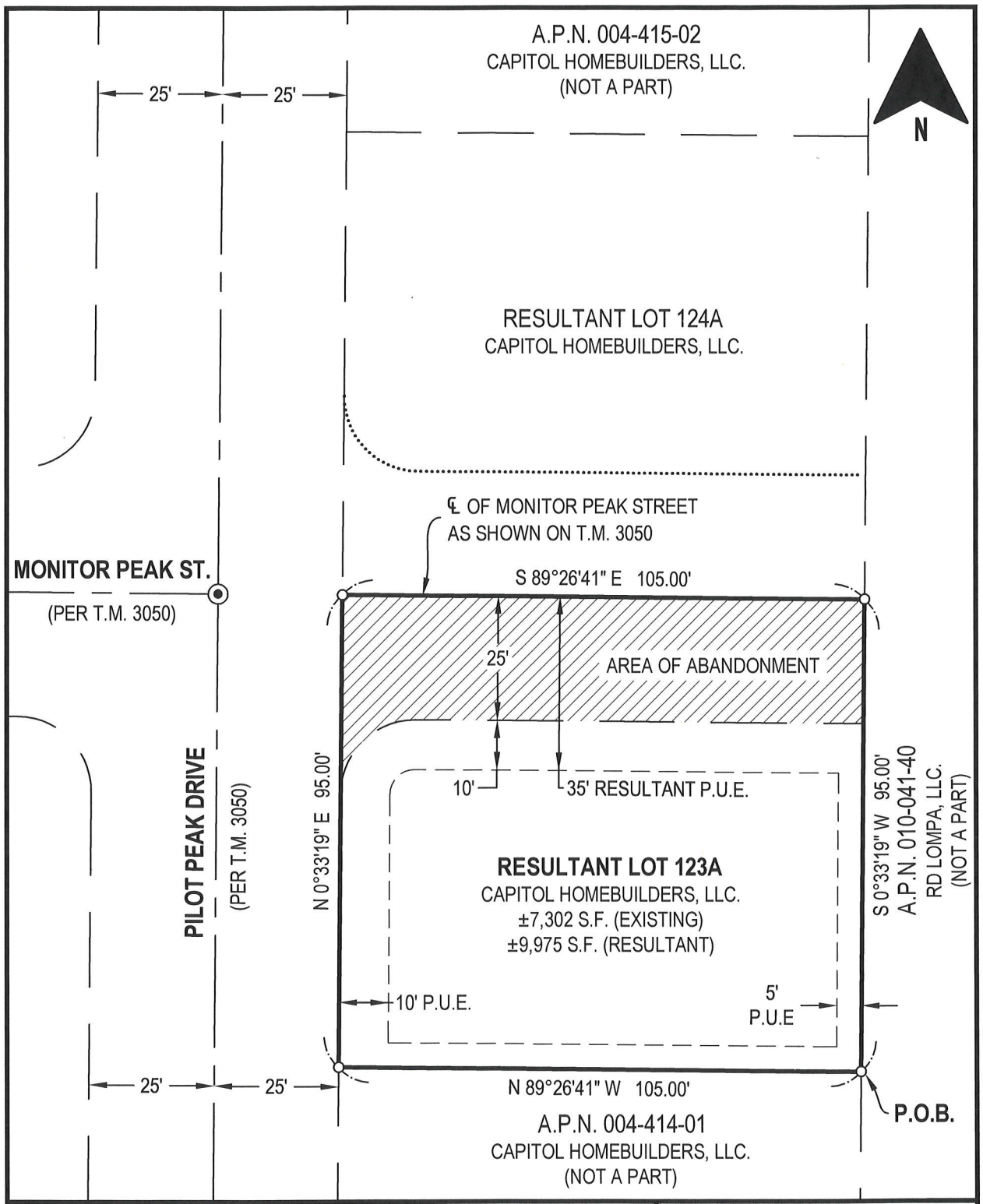
Reno, NV 89501
jmoore@jkaedesign.com
(775)530-0926

PROFESSIONAL LAND SURVEYOR-STATE OF NEVADA
JUSTIN M. MOORE
Exp: 12-31-25
No. 22362

3/4/2025



Project No: **21-200**	**EXHIBIT "E-1"**	JKAE
Scale: **1"=30'**	**RESULTANT BOUNDARY FOR LOT 123A**	
Sheet No: **1 of 1**	**SITUATE WITHIN THE NW 1/4 OF SECTION 16, T.15N., R.20E., M.D.M.**	
	CARSON CITY NEVADA	WWW.JKAEDESIGN.COM

Outlook

RE: Ryder Homes - Abandonment Memo of Support

From Stephen Pottey <SPottey@carson.org>
Date Thu 2/20/2025 10:13 AM
To Justin Moore <jmoore@jkaedesign.com>

Justin,

Carson City Public Works supports this abandonment. You can use this email as your memo of support.

Stephen Pottéy, PE | Senior Project Manager
Public Works Department | Carson City
108 E. Proctor Street, Carson City, NV 89701
Direct: 775-283-7079 | Email: spottey@carson.org
#CarsonProud

From: Justin Moore <jmoore@jkaedesign.com>
Sent: Thursday, February 20, 2025 10:01 AM
To: Stephen Pottey <SPottey@carson.org>
Subject: Ryder Homes - Abandonment Memo of Support

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Good morning, Stephen.

I am contacting you this morning to receive a Memo of Support regarding the proposed abandonment of the terminance of Monitor Peak Street. Attached is a PDF of the proposed abandonment area. Please let me know if you have any questions or need any additional information.

Regards,

Justin

JKAE Services 2025

Justin Moore

PLS

UTILITY STATEMENTS FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY

LOCATED AT: A.P.N. 004-415-01 239 Pilot Peak Drive, Carson City, NV 89701
A.P.N. 004-414-02 207 Pilot Peak Drive, Carson City, NV 89701

(THE LOCATION, APN NUMBER AND ADDRESS MUST BE LISTED ABOVE PRIOR TO OBTAINING SIGNATURES)

1. We DO NOT have a utility in the right-of-way being abandoned and DO NOT desire continuation of said easement in its present location.

Signature	Print Name	Company	Date

2. We DO have a utility in the right-of-way being abandoned and desire creation of a public utility easement (PUE) along the alignment of the existing utility.

Signature	Print Name	Company	Date
	Cliff Cooper	AT&T Nevada	03/03/2025

3. OTHER: (Please type in a statement which applies to your situation): AT&T has facilities within the abandonment area and is in process with the owner/developer to relocate said facilities parallel to Pilot Peak Drive; this will require payment by owner/developer.

Signature	Print Name	Company	Date

THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS

NV Energy
Charter Communications
Carson City Utilities (will sign during review)
Southwest Gas Corporation
AT&T Nevada

UTILITY STATEMENTS FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY

LOCATED AT: A.P.N. 004-415-01 239 Pilot Peak Drive, Carson City, NV 89701
A.P.N. 004-414-02 207 Pilot Peak Drive, Carson City, NV 89701

(THE LOCATION, APN NUMBER AND ADDRESS MUST BE LISTED ABOVE PRIOR TO OBTAINING SIGNATURES)

1. We DO NOT have a utility in the right-of-way being abandoned and DO NOT desire continuation of said easement in its present location.

Signature	Print Name	Company	Date
Armando Espino	Armando Espino	Charter Spectrum	3/3/2025

2. We DO have a utility in the right-of-way being abandoned and desire creation of a public utility easement (PUE) along the alignment of the existing utility.

Signature	Print Name	Company	Date

3. OTHER: (Please type in a statement which applies to your situation): _____

Signature	Print Name	Company	Date

THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS

NV Energy
Charter Communications
Carson City Utilities (will sign during review)
Southwest Gas Corporation
AT&T Nevada

UTILITY STATEMENTS FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY

LOCATED AT: A.P.N. 004-415-01 239 Pilot Peak Drive, Carson City, NV 89701
A.P.N. 004-414-02 207 Pilot Peak Drive, Carson City, NV 89701

(THE LOCATION, APN NUMBER AND ADDRESS MUST BE LISTED ABOVE PRIOR TO OBTAINING SIGNATURES)

1. We DO NOT have a utility in the right-of-way being abandoned and DO NOT desire continuation of said easement in its present location.

Signature	Print Name	Company	Date

2. We DO have a utility in the right-of-way being abandoned and desire creation of a public utility easement (PUE) along the alignment of the existing utility.

Signature	Print Name	Company	Date
Chris Robinson	Chris Robinson	NV Energy	3/6/25

3. OTHER: (Please type in a statement which applies to your situation): _____

Signature	Print Name	Company	Date

THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS

NV Energy
Charter Communications
Carson City Utilities (will sign during review)
Southwest Gas Corporation
AT&T Nevada

UTILITY STATEMENTS FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY

LOCATED AT: A.P.N. 004-415-01 239 Pilot Peak Drive, Carson City, NV 89701
A.P.N. 004-414-02 207 Pilot Peak Drive, Carson City, NV 89701

(THE LOCATION, APN NUMBER AND ADDRESS MUST BE LISTED ABOVE PRIOR TO OBTAINING SIGNATURES)

1. We DO NOT have a utility in the right-of-way being abandoned and DO NOT desire continuation of said easement in its present location.

Signature	Print Name	Company	Date

2. We DO have a utility in the right-of-way being abandoned and desire creation of a public utility easement (PUE) along the alignment of the existing utility.

Signature	Print Name	Company	Date

3. OTHER: (Please type in a statement which applies to your situation): Southwest Gas requests that Carson City retain our existing easement over these parcels to protect our existing faclities per Document # 534904

Signature	Print Name	Company	Date
Tiffany Farbridge	Tiffany Farbridge	Southwest Gas	3/7/2025

THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS

NV Energy
Charter Communications
Carson City Utilities (will sign during review)
Southwest Gas Corporation
AT&T Nevada

Doc # 534904
Recorded 8/24/2022 3:29 PM
Requested by CC PLANNING
Carson City - NV
Aubrey Rowlatt Clerk - Recorder
Fee: $0.00 RPTT: $0.00
Page 1 of 5 - 3050
Recorded By: CM

FINAL MAP
BLACKSTONE RANCH PHASE 1-B

OWNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE UNDERSIGNED, RD LOMPA, LLC, A NEVADA LIMITED LIABILITY COMPANY IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT, THAT THE UNDERSIGNED IS THE DULY APPROVED CORPORATE OFFICER, AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278A. THAT THE STREETS, AND DRIVES SHOWN FOR DEDICATION ON THIS PLAT ARE HEREBY OFFERED FOR DEDICATION AND THAT THOSE ACCEPTED BY CARSON CITY ARE SET APART TO BE USED AS PUBLIC THOROUGHFARES FOREVER. THAT ALL EASEMENTS SHOWN HEREON ARE DEDICATED AS PERMANENT EASEMENTS, UNLESS STATED OTHERWISE, AND FOR THE STATED PURPOSE. THE OWNER DECLARES THAT HE/SHE EXECUTED THIS CERTIFICATE FOR THE PURPOSE STATED HEREIN, IN WITNESS WHEREOF, THE UNDERSIGNED HAVE AFFIXED HIS/HER NAME. I CONSENT TO THE PREPARATION AND RECORDATION OF THE FINAL MAP.

RD LOMPA, LLC, A NEVADA LIMITED LIABILITY COMPANY

BY: STEVE THOMSEN 11/16/2021 DATE
TITLE: NEVADA GENERAL MANAGER

STATE OF Nevada
COUNTY OF Washoe } S.S.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON November 16, 2021

BY STEVE THOMSEN AS THE NEVADA GENERAL MANAGER OF RD LOMPA, LLC, A NEVADA LIMITED LIABILITY COMPANY, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT.

Bobbie Merrigan
NOTARY PUBLIC
(MY COMMISSION EXPIRES 6-01-2025)

BOBBIE MERRIGAN
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 01-89506-2 - Expires June 1, 2025

TITLE COMPANY CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT RD LOMPA, LLC., A NEVADA LIMITED LIABILITY COMPANY, OWNS OF RECORD AN INTEREST IN THE LANDS DELINEATED HEREON AND THAT IT IS THE ONLY OWNER OF RECORD OF SAID LAND; THAT ALL THE OWNERS OF RECORD OF THE LAND HAVE SIGNED THE FINAL MAP; THAT NO ONE HOLDS A RECORD OF SECURITY INTEREST IN SAID LAND; AND THAT THERE ARE NO LIENS OF RECORD AGAINST THE LANDS DELINEATED HEREON, OR ANY PART THEREOF, FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL, OR LOCAL TAXES COLLECTED AS TAXES OR SPECIAL ASSESSMENTS AS OF November 13, 2021.

FIRST CENTENNIAL TITLE COMPANY OF NEVADA

BY: Lisa Quilici 11-23-2021 DATE
TITLE: Secretary

TREASURER'S CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES HAVE BEEN PAID FOR THE CURRENT FISCAL YEAR ON LAND PORTRAYED ON THIS PARCEL MAP.

A.P.N. 004-411-01 & 004-411-03

CARSON CITY TREASURER

BY: [signature] DATE: Fri. 8.19.22
NAME: ANDREW RASOR
TITLE: TREASURER

CITY ENGINEER'S CERTIFICATE:

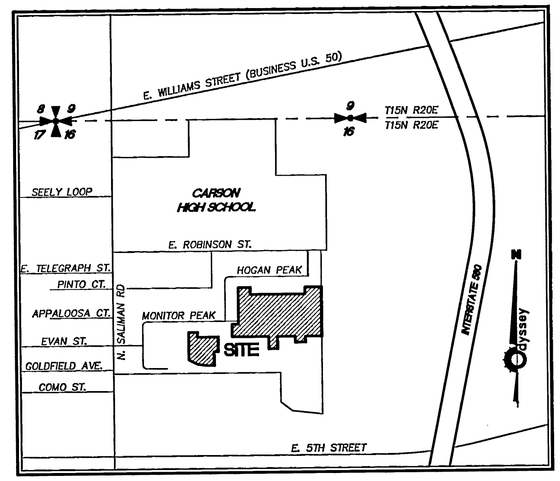
I DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT. THAT IT IS SUBSTANTIALLY AS IT APPEARED ON THE TENTATIVE MAP AND ANY ALTERATIONS THEREOF. THAT ALL PROVISIONS OF N.R.S. 278A.430 THROUGH 278A.590 AND ALL LOCAL ORDINANCES HAVE BEEN COMPLIED WITH AND THAT THIS MAP IS TECHNICALLY CORRECT. A PROPER PERFORMANCE BOND HAS BEEN DEPOSITED GUARANTEEING THAT THE MONUMENTS WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING DATE OF THIS MAP.

CITY ENGINEER 8.4.22 DATE
RANDALL RICE, P.E.

DIVISION OF WATER RESOURCES CERTIFICATE:

THIS FINAL MAP HAS BEEN APPROVED BY THE DIVISION OF WATER RESOURCES OF THE STATE OF NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES CONCERNING THE WATER QUANTITY SUBJECT TO THE REVIEW OF APPROVAL ON FILE IN THIS OFFICE.

BY: Malcolm J. Wilson, P.E. 12/3/21 DATE
Malcolm J. Wilson, P.E., Chief Water Rights
DIVISION OF WATER RESOURCES



VICINITY MAP

NOT TO SCALE

UTILITY COMPANY'S CERTIFICATE:

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED AND APPROVED BY THE UNDERSIGNED CABLE TV, PUBLIC UTILITY COMPANIES, AND CARSON CITY UTILITY DEPARTMENT.

SIERRA PACIFIC POWER COMPANY d/b/a NV ENERGY — 11/18/21 DATE
BY: Seth Horn
TITLE: LANDS DRAFTSMAN

NEVADA BELL d/b/a AT&T NEVADA — 11/24/21 DATE
BY: CLIFF COOPER
TITLE: MGR OSP PLANNING

CHARTER COMMUNICATIONS — 11/17/21 DATE
BY: Amando Espino
TITLE: Supervisor

CARSON CITY UTILITY DEPARTMENT — 8.4.22 DATE
BY: Randall C. Rice
TITLE: City Engineer

SOUTHWEST GAS CORPORATION — 11/22/21 DATE
BY: Amanda Marcucci
TITLE: Supervisor/Engineering

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION:

THIS FINAL MAP HAS BEEN APPROVED BY THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY, AND WATER SUPPLY FACILITIES AND IS PREDICATED UPON PLANS FOR A PUBLIC WATER SUPPLY AND A COMMUNITY SYSTEM FOR DISPOSAL OF SEWAGE.

BY: April Holt P.E. 12/10/2021 DATE

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER POLLUTION CONTROL

CLERK'S CERTIFICATE:

THE CITY HAS APPROVED THIS MAP AND THE OFFER OF DEDICATION OF THE STREETS AS SHOWN HEREON ARE BEING DEFERRED AT THIS TIME BY THE CITY WITH THE OFFER TO REMAIN OPEN IN ACCORDANCE WITH THE PROVISIONS OF NRS CHAPTER 278.390

BY: Aubrey Rowlatt 8-24-2022 DATE
CLERK

UNOFFICIAL COPY

SURVEYOR'S CERTIFICATE:

I, JUSTIN M. MOORE, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, AS AGENT FOR ODYSSEY ENGINEERING, INC., DO HEREBY CERTIFY THAT:

1) THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF RD LOMPA, LLC, A NEVADA LIMITED LIABILITY COMPANY.

2) THE LANDS SURVEYED LIE WITHIN THE WEST 1/2 OF SECTION 16, T.15 N., R.20 E., M.D.M., AND THE SURVEY WAS COMPLETED ON November 5, 2021.

3) THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.

4) THE MONUMENTS DEPICTED ON THE PLAT WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED BY DECEMBER 31, 2022, AND AN APPROPRIATE FINANCIAL GUARANTEE WILL BE POSTED WITH THE GOVERNING BODY BEFORE RECORDATION TO ENSURE THE INSTALLATION OF THE MONUMENTS.

JUSTIN M. MOORE, P.L.S.
NEVADA CERTIFICATE No. 22362

PROFESSIONAL LAND SURVEYOR — STATE OF NEVADA — JUSTIN M. MOORE — Exp:12/31/23 — No. 22362 — 11/3/2021

BOARD OF SUPERVISORS APPROVAL:

THE RIGHTS OF WAY AND DEDICATIONS DEFERRED BY CARSON CITY INCLUDE GILSON PEAK STREET, PILOT PEAK DRIVE, PEARL PEAK DRIVE, PYRAMID PEAK DRIVE, MONITOR PEAK STREET, AND TIPTON PEAK STREET. ALL PROVISIONS OF N.R.S. 278, AND ALL LOCAL ORDINANCES HAVE BEEN COMPLIED WITH. THE TENTATIVE MAP WAS APPROVED AND ACCEPTED BY THE CARSON CITY BOARD OF SUPERVISORS ON THIS 18th DAY OF April, 2019.

MAYOR — 8/23/22 DATE

CITY CLERK — 8-24-2022 DATE

PLANNING DIVISION CERTIFICATE:

THIS FINAL MAP HAS BEEN EXAMINED AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP (TSM-17-005-1) APPROVED ON MARCH 16, 2017 AND AMENDED ON APRIL 18, 2019 BY THE BOARD OF SUPERVISORS AND ALL CONDITIONS IMPOSED UPON ITS APPROVAL HAVE BEEN SATISFIED. THE FINAL MAP SHOWN HEREON WAS REVIEWED BY THE COMMUNITY DEVELOPMENT DEPARTMENT, PLANNING DIVISION ON THE 24 DAY OF AUGUST, 2022.

COMMUNITY DEVELOPMENT DIRECTOR — AUG. 24, 2022 DATE
HOPE SULLIVAN, AICP

RECORDER'S CERTIFICATE:

FILED FOR RECORD AT THE REQUEST OF ODYSSEY ENGINEERING, INC., ON THIS 24th DAY OF August, 2022 AT 29 MINUTES PAST 3 O'CLOCK P.M., IN BOOK 11, PAGE 3050 THE OFFICIAL RECORDS OF CARSON CITY, NEVADA.

RECORDING FEE: 108.00 BY: Aubrey Rowlatt (RECORDER)

FILE NUMBER: 534904 BY: [signature] (DEPUTY)

FINAL MAP
FOR
BLACKSTONE RANCH PHASE 1-B
OWNER OF RECORD
RD LOMPA, LLC.

BEING PARCEL'S 1-B AND 1-D AS SHOWN ON TRACT MAP NO. 3014

SITUATE WITHIN A PORTION OF THE WEST 1/2 OF SECTION 16, TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M.

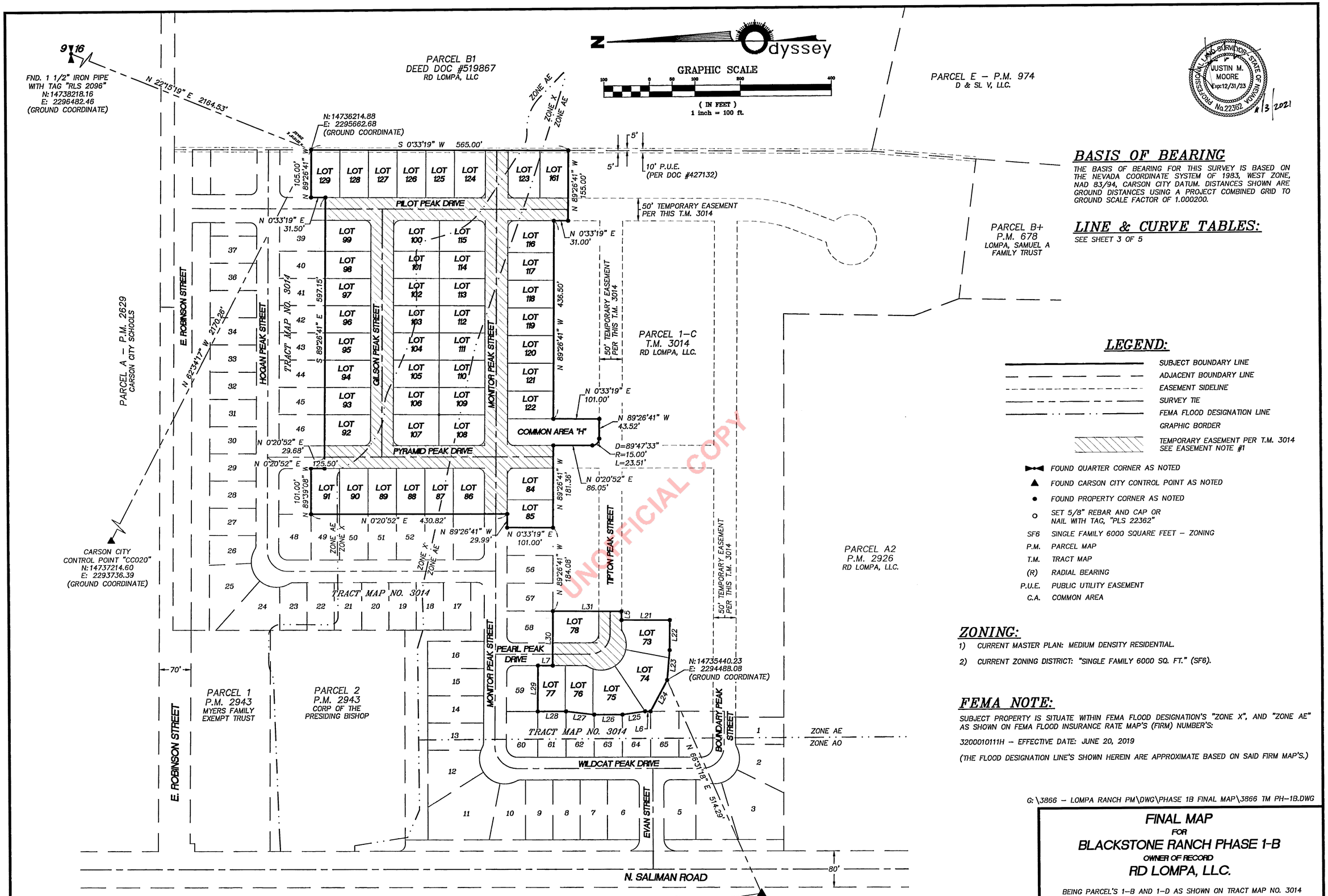
CARSON CITY — STATE OF NEVADA

895 ROBERTA LANE, SUITE 104, SPARKS, NV 89431
(775) 359-3303
WWW.ODYSSEY-CIVIL-ENGINEERING.COM
Odyssey ENGINEERING INCORPORATED

SHEET 1 OF 5

SUB-2021-0332

G:\3866 - LOMPA RANCH PM\DWG\PHASE 1B FINAL MAP\3866 TM PH-1B.DWG



PROFESSIONAL LAND SURVEYOR – STATE OF NEVADA
JUSTIN M. MOORE
Exp:12/31/23
No.22362
8/3/2021

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS BASED ON THE NEVADA COORDINATE SYSTEM OF 1983, WEST ZONE, NAD 83/94, CARSON CITY DATUM. DISTANCES SHOWN ARE GROUND DISTANCES USING A PROJECT COMBINED GRID TO GROUND SCALE FACTOR OF 1.000200.

LINE & CURVE TABLES:

SEE SHEET 3 OF 5

LEGEND:

- SUBJECT BOUNDARY LINE
- ADJACENT BOUNDARY LINE
- EASEMENT SIDELINE
- SURVEY TIE
- FEMA FLOOD DESIGNATION LINE
- GRAPHIC BORDER
- TEMPORARY EASEMENT PER T.M. 3014 SEE EASEMENT NOTE #1
- FOUND QUARTER CORNER AS NOTED
- FOUND CARSON CITY CONTROL POINT AS NOTED
- FOUND PROPERTY CORNER AS NOTED
- SET 5/8" REBAR AND CAP OR NAIL WITH TAG, "PLS 22362"

SF6	SINGLE FAMILY 6000 SQUARE FEET – ZONING
P.M.	PARCEL MAP
T.M.	TRACT MAP
(R)	RADIAL BEARING
P.U.E.	PUBLIC UTILITY EASEMENT
C.A.	COMMON AREA

ZONING:

1) CURRENT MASTER PLAN: MEDIUM DENSITY RESIDENTIAL.
2) CURRENT ZONING DISTRICT: "SINGLE FAMILY 6000 SQ. FT." (SF6).

FEMA NOTE:

SUBJECT PROPERTY IS SITUATE WITHIN FEMA FLOOD DESIGNATION'S "ZONE X", AND "ZONE AE" AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP'S (FIRM) NUMBER'S:

3200010111H – EFFECTIVE DATE: JUNE 20, 2019

(THE FLOOD DESIGNATION LINE'S SHOWN HEREIN ARE APPROXIMATE BASED ON SAID FIRM MAP'S.)

EASEMENT NOTES:

1) THE TEMPORARY MAINTENANCE, ACCESS, AND PUBLIC UTILITY EASEMENT GRANTED WITHIN TRACT MAP NO. 3014, AND SITUATE WITHIN THE BOUNDS OF THIS FINAL MAP SHALL BE RELINQUISHED UPON FUTURE ACCEPTANCE OF ROADWAYS BY CARSON CITY FOR EACH PARCEL CREATED HEREIN.
2) SEE SHEET 5 OF 5 FOR TYPICAL LOT EASEMENT DETAIL.

G:\3866 – LOMPA RANCH PM\DWG\PHASE 1B FINAL MAP\3866 TM PH–1B.DWG

FINAL MAP
FOR
BLACKSTONE RANCH PHASE 1-B
OWNER OF RECORD
RD LOMPA, LLC.

BEING PARCEL'S 1–B AND 1–D AS SHOWN ON TRACT MAP NO. 3014

SITUATE WITHIN A PORTION OF THE WEST 1/2 OF SECTION 16, TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M.

CARSON CITY — STATE OF NEVADA

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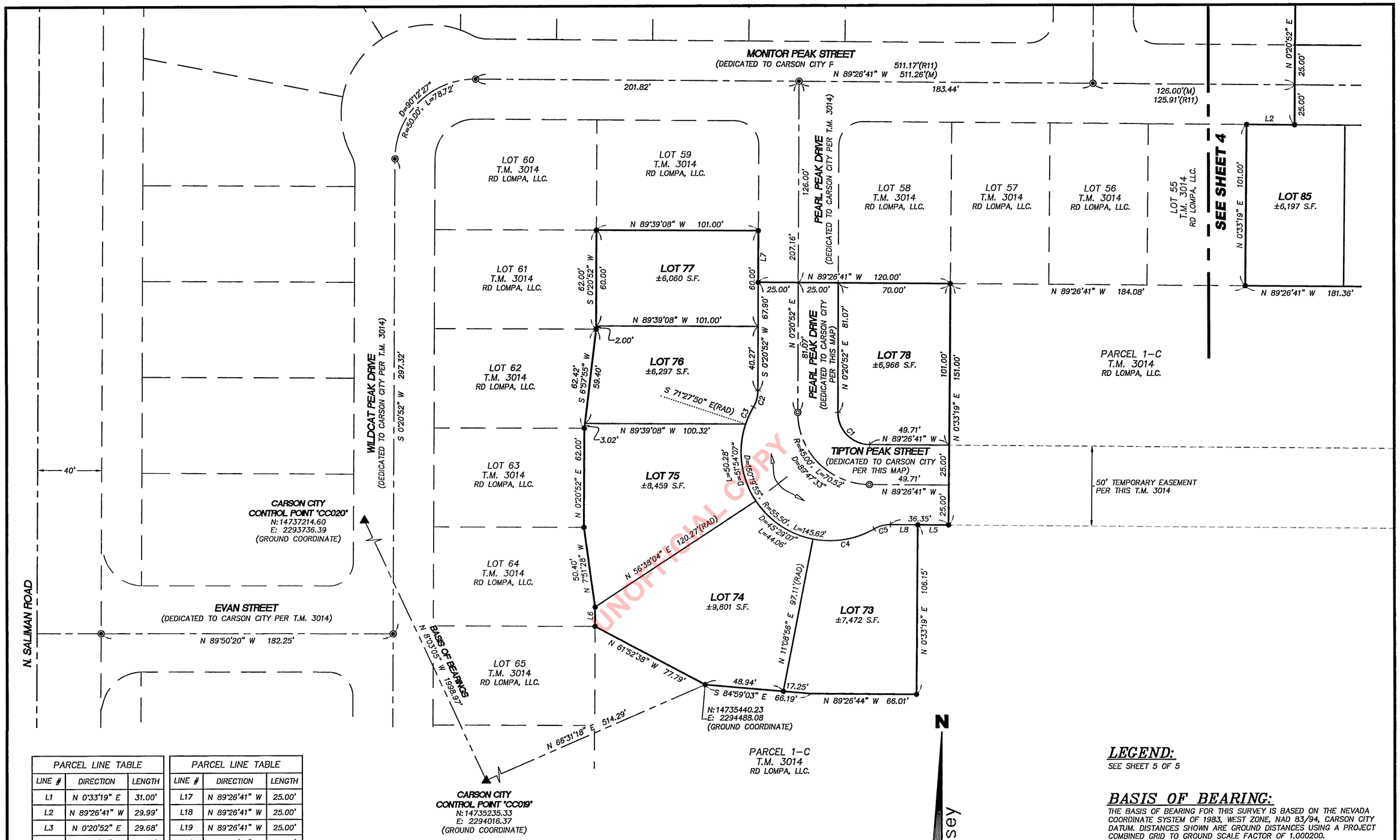
895 ROBERTA LANE, SUITE 104, SPARKS, NV 89431
(775) 359–3303
WWW.ODYSSEY–CIVIL–ENGINEERING.COM

SHEET 2 OF 5

3050-A



PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N 0°33'19" E	31.00'
L2	N 89°26'41" W	29.99'
L3	N 0°20'52" E	29.68'
L4	N 0°33'19" E	31.50'
L5	N 89°26'41" W	19.26'
L6	N 0°20'52" E	12.12'
L7	N 0°20'52" E	32.37'
L8	N 89°26'41" W	17.09'
L9	N 0°20'52" E	25.00'
L10	N 0°20'52" E	25.00'
L11	N 89°26'41" W	25.00'
L12	N 89°26'41" W	25.00'
L13	N 89°26'41" W	25.00'
L14	N 89°26'41" W	25.00'
L15	N 0°33'19" E	25.00'
L16	N 0°33'19" E	25.00'

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L17	N 89°26'41" W	25.00'
L18	N 89°26'41" W	25.00'
L19	N 89°26'41" W	25.00'
L20	N 89°26'41" W	25.00'
L21	S 0°33'19" W	106.15'
L22	N 89°26'44" W	66.01'
L23	N 84°59'03" W	66.19'
L24	N 61°52'38" W	77.79'
L25	N 7°51'28" W	50.40'
L26	N 0°20'52" E	62.00'
L27	N 6°57'55" E	62.42'
L28	N 0°20'52" E	62.00'
L29	S 89°39'08" E	101.00'
L30	S 89°26'41" E	120.00'
L31	S 0°33'19" W	151.00'

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	89°47'33"	20.00'	31.34'
C2	30°16'11"	20.00'	10.57'
C3	12°04'53"	55.50'	11.70'
C4	40°51'48"	55.50'	39.58'
C5	30°16'11"	20.00'	10.57'
C6	89°47'33"	15.00'	23.51'
C7	90°12'27"	15.00'	23.62'
C8	89°47'33"	15.00'	23.51'
C9	90°12'27"	15.00'	23.62'

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C10	90°12'27"	15.00'	23.62'
C11	89°47'33"	15.00'	23.51'
C12	90°00'00"	15.00'	23.56'
C13	90°00'00"	15.00'	23.56'
C14	90°00'00"	15.00'	23.56'
C15	90°00'00"	15.00'	23.56'
C16	90°00'00"	15.00'	23.56'
C17	90°00'00"	15.00'	23.56'

N

Odyssey

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
JUSTIN M. MOORE
Exp:12/31/23
No.22362
11/2/2021

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

LEGEND:

SEE SHEET 5 OF 5

BASIS OF BEARING:

THE BASIS OF BEARING FOR THIS SURVEY IS BASED ON THE NEVADA COORDINATE SYSTEM OF 1983, WEST ZONE, NAD 83/94, CARSON CITY DATUM. DISTANCES SHOWN ARE GROUND DISTANCES USING A PROJECT COMBINED GRID TO GROUND SCALE FACTOR OF 1.000200.

FINAL MAP
FOR
BLACKSTONE RANCH PHASE 1-B
OWNER OF RECORD
RD LOMPA, LLC.

BEING PARCEL'S 1-B AND 1-D AS SHOWN ON TRACT MAP NO. 3014

SITUATE WITHIN A PORTION OF THE WEST 1/2 OF SECTION 16, TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M.

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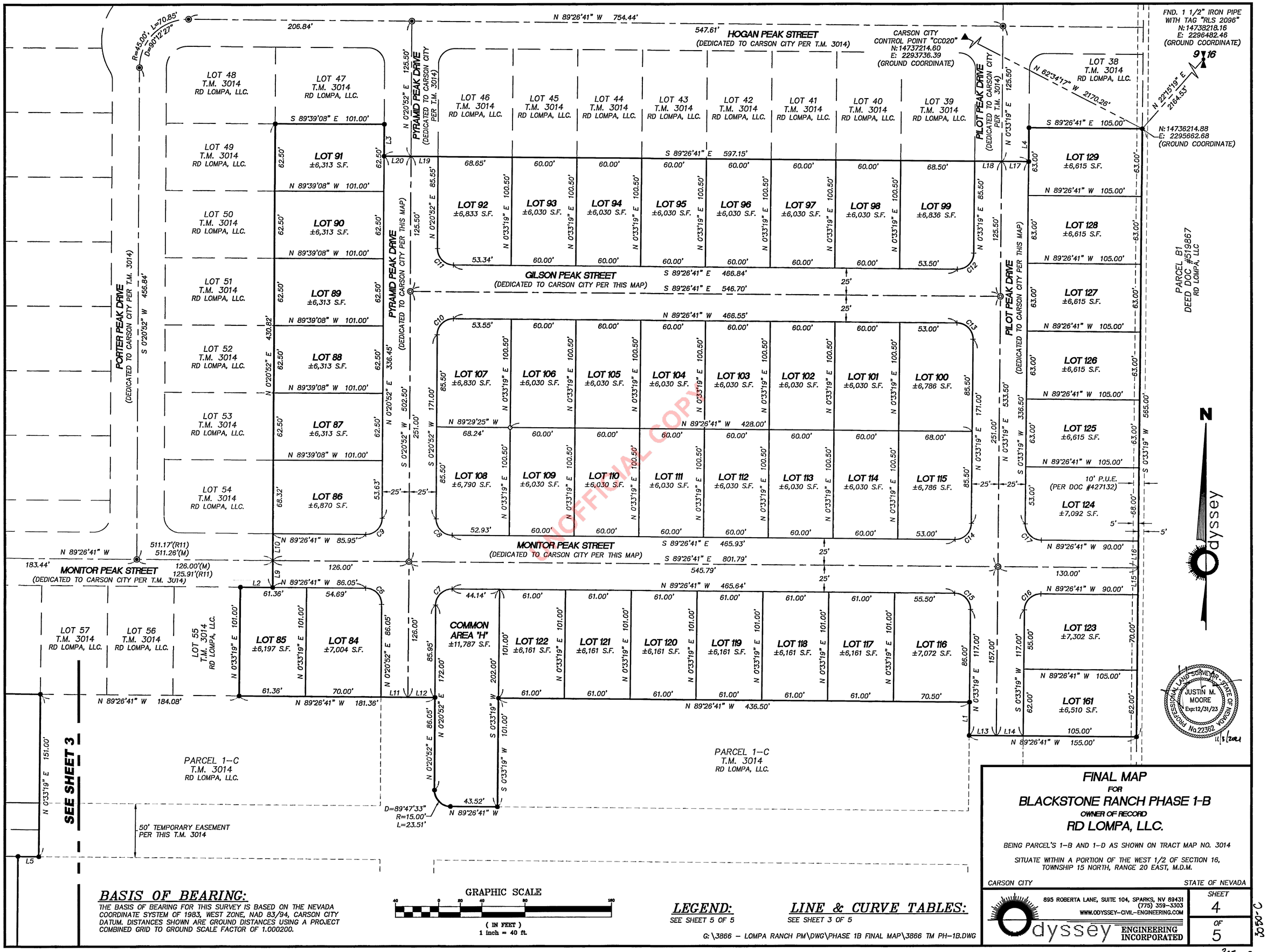
SHEET 3 OF 5

3050-B


HOGAN PEAK STREET
(DEDICATED TO CARSON CITY PER T.M. 3014)
PYRAMID PEAK DRIVE
(DEDICATED TO CARSON CITY PER T.M. 3014)
PYRAMID PEAK DRIVE
(DEDICATED TO CARSON CITY PER THIS MAP)
PILOT PEAK DRIVE
(DEDICATED TO CARSON CITY PER T.M. 3014)
PILOT PEAK DRIVE
(DEDICATED TO CARSON CITY PER THIS MAP)
PORTER PEAK DRIVE
(DEDICATED TO CARSON CITY PER T.M. 3014)
GILSON PEAK STREET
(DEDICATED TO CARSON CITY PER THIS MAP)
MONITOR PEAK STREET
(DEDICATED TO CARSON CITY PER THIS MAP)
MONITOR PEAK STREET
(DEDICATED TO CARSON CITY PER T.M. 3014)
CARSON CITY
CONTROL POINT "CC020"
N: 14737214.60
E: 2293736.39
(GROUND COORDINATE)
FND. 1 1/2" IRON PIPE
WITH TAG "RLS 2096"
N: 14738218.16
E: 2296482.46
(GROUND COORDINATE)
N: 14736214.88
E: 2295662.68
(GROUND COORDINATE)
PARCEL B1
DEED DOC #519867
RD LOMPA, LLC
LOT 38
T.M. 3014
RD LOMPA, LLC.
LOT 48
T.M. 3014
RD LOMPA, LLC.
LOT 47
T.M. 3014
RD LOMPA, LLC.
LOT 49
T.M. 3014
RD LOMPA, LLC.
LOT 91
±6,313 S.F.
LOT 50
T.M. 3014
RD LOMPA, LLC.
LOT 90
±6,313 S.F.
LOT 51
T.M. 3014
RD LOMPA, LLC.
LOT 89
±6,313 S.F.
LOT 52
T.M. 3014
RD LOMPA, LLC.
LOT 88
±6,313 S.F.
LOT 53
T.M. 3014
RD LOMPA, LLC.
LOT 87
±6,313 S.F.
LOT 54
T.M. 3014
RD LOMPA, LLC.
LOT 86
±6,870 S.F.
LOT 46
T.M. 3014
RD LOMPA, LLC.
LOT 45
T.M. 3014
RD LOMPA, LLC.
LOT 44
T.M. 3014
RD LOMPA, LLC.
LOT 43
T.M. 3014
RD LOMPA, LLC.
LOT 42
T.M. 3014
RD LOMPA, LLC.
LOT 41
T.M. 3014
RD LOMPA, LLC.
LOT 40
T.M. 3014
RD LOMPA, LLC.
LOT 39
T.M. 3014
RD LOMPA, LLC.
LOT 92
±6,833 S.F.
LOT 93
±6,030 S.F.
LOT 94
±6,030 S.F.
LOT 95
±6,030 S.F.
LOT 96
±6,030 S.F.
LOT 97
±6,030 S.F.
LOT 98
±6,030 S.F.
LOT 99
±6,836 S.F.
LOT 107
±6,830 S.F.
LOT 106
±6,030 S.F.
LOT 105
±6,030 S.F.
LOT 104
±6,030 S.F.
LOT 103
±6,030 S.F.
LOT 102
±6,030 S.F.
LOT 101
±6,030 S.F.
LOT 100
±6,786 S.F.
LOT 108
±6,790 S.F.
LOT 109
±6,030 S.F.
LOT 110
±6,030 S.F.
LOT 111
±6,030 S.F.
LOT 112
±6,030 S.F.
LOT 113
±6,030 S.F.
LOT 114
±6,030 S.F.
LOT 115
±6,786 S.F.
LOT 129
±6,615 S.F.
LOT 128
±6,615 S.F.
LOT 127
±6,615 S.F.
LOT 126
±6,615 S.F.
LOT 125
±6,615 S.F.
10' P.U.E.
(PER DOC #427132)
LOT 124
±7,092 S.F.
LOT 123
±7,302 S.F.
LOT 161
±6,510 S.F.
LOT 57
T.M. 3014
RD LOMPA, LLC.
LOT 56
T.M. 3014
RD LOMPA, LLC.
LOT 55
T.M. 3014
RD LOMPA, LLC.
LOT 85
±6,197 S.F.
LOT 84
±7,004 S.F.
COMMON
AREA "H"
±11,787 S.F.
LOT 122
±6,161 S.F.
LOT 121
±6,161 S.F.
LOT 120
±6,161 S.F.
LOT 119
±6,161 S.F.
LOT 118
±6,161 S.F.
LOT 117
±6,161 S.F.
LOT 116
±7,072 S.F.
PARCEL 1-C
T.M. 3014
RD LOMPA, LLC.
PARCEL 1-C
T.M. 3014
RD LOMPA, LLC.
SEE SHEET 3
50' TEMPORARY EASEMENT
PER THIS T.M. 3014
D=89°47'33"
R=15.00'
L=23.51'
R=45.00', L=70.85'
D=90°12'27"
N 89°26'41" W 754.44'
547.61'
206.84'
N 22°15'19" E
2164.53'
N 62°34'17" W 2170.26'
S 89°26'41" E 597.15'
S 89°26'41" E 466.84'
S 89°26'41" E 546.70'
N 89°26'41" W 466.55'
N 89°29'25" W
N 89°26'41" W 428.00'
S 89°26'41" E 465.93'
S 89°26'41" E 801.79'
545.79'
N 89°26'41" W 465.64'
N 89°26'41" W 436.50'
N 89°26'41" W 511.17'(R11)
511.26'(M)
183.44'
126.00'(M)
125.91'(R11)
126.00'
N 89°26'41" W 86.05'
N 89°26'41" W 184.08'
N 89°26'41" W 181.36'
N 89°26'41" W 155.00'
130.00'
N 89°26'41" W 90.00'
N 89°26'41" W 105.00'
N 89°26'41" W 85.95'
S 89°39'08" E 101.00'
N 89°39'08" W 101.00'
N 0°20'52" E 125.50'
N 0°20'52" E 430.82'
N 0°20'52" E 336.45'
S 0°20'52" W 502.50'
S 0°20'52" W 251.00'
S 0°20'52" W 456.84'
N 0°33'19" E 100.50'
N 0°33'19" E 85.50'
N 0°33'19" E 151.00'
N 0°33'19" E 101.00'
N 0°33'19" E 117.00'
N 0°33'19" E 533.50'
N 0°33'19" E 336.50'
S 0°33'19" W 565.00'
S 0°33'19" W 117.00'
S 0°33'19" W 62.00'
S 0°33'19" W 202.00'
S 0°33'19" W 101.00'
N 0°20'52" E 86.05'
N 0°20'52" E 172.00'
N 0°20'52" E 126.00'
N 0°20'52" E 157.00'
N 0°20'52" E 251.00'
N 0°20'52" E 171.00'
N 0°20'52" E 86.05'
N 0°20'52" E 86.05'
N 0°20'52" E 125.50'
N 0°20'52" E 125.50'
N 0°20'52" E 125.50

GENERAL NOTES:

1) TOTAL AREA: 11.02 ACRES (SEE AREA TABULATIONS BELOW).

2) THERE ARE NO WELLS OR SEPTIC TANKS ON THIS SITE.

3) ALL LOTS ARE REQUIRED TO HOOK-UP TO CITY WATER AND SEWER SYSTEM.

4) ALL DEVELOPMENT SHALL BE IN ACCORD WITH TENTATIVE MAP TSM-17-005 AND ITS ASSOCIATED CONDITIONS OF APPROVAL.

5) A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED ENTIRELY WITHIN COMMON AREA H.

6) A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED WITHIN EACH LOT FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT LOT AND THE RIGHT TO EXIST THAT LOT WITH SAID UTILITY SERVICE FACILITIES FOR THE PURPOSE OF SERVING OTHER LOTS AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD, AT THAT TIME, AND THE UTILITY AND CABLE TV COMPANIES.

7) ALL PUBLIC UTILITY EASEMENTS GRANTED HEREON SHALL INCLUDE INSTALLATION AND MAINTENANCE OF CABLE TELEVISION FACILITIES.

8) THESE PARCELS ARE SUBJECT TO CARSON CITY'S GROWTH MANAGEMENT ORDINANCE AND ALL PROPERTY OWNERS SHALL COMPLY WITH THE PROVISIONS OF SAID ORDINANCE.

9) UPON DEVELOPMENT, ALL LOTS WILL BE REQUIRED TO INSTALL WATER AND SANITARY SEWER LATERALS OF SUFFICIENT SIZE TO SERVE EACH LOT, INCLUDING ANY OVERSIZING REQUIRED PER THE PROVISIONS OF CCMC 12.01 AND 12.05.

10) RIGHT OF WAY TO BE OFFERED FOR DEDICATION TO CARSON CITY WITH THIS FINAL MAP ARE: TIPTON PEAK STREET, PEARL PEAK DRIVE, PILOT PEAK DRIVE, MONITOR PEAK STREET, GILSON PEAK STREET, AND PYRAMID PEAK DRIVE (±4.77 ACRES).

11) A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO SOUTHWEST GAS WITHIN EACH PARCEL AS SHOWN FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.

12) COMMON AREA H SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.

13) THE LANDSCAPE MAINTENANCE DISTRICT (LMD) SHALL BE FUNDED THROUGH A MAINTENANCE DISTRICT OR SIMILAR INSTRUMENT PRIOR TO THE FINAL MAP APPROVAL.

REFERENCES:

(R1) PRELIMINARY TITLE REPORT PREPARED BY FIRST CENTENNIAL TITLE COMPANY OF NEVADA, ORDER NO. B223962-CT, COMMITMENT DATE: SEPTEMBER 7, 2020

(R2) ABANDONMENT OF PUBLIC RIGHT OF WAY, DOCUMENT NO. 499221, RECORDED OCTOBER 7, 2019, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

(R3) RECORD OF SURVEY NO. 2781, RECORDED OCTOBER 12, 2012, AS FILE NO. 427133, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

(R4) PARCEL MAP NO. 975, RECORDED JUNE 29, 1983, AS FILE NO. 19422, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

(R5) PARCEL MAP NO. 974, RECORDED JUNE 27, 1983, AS FILE NO. 19350, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

(R6) PARCEL MAP NO. 678, RECORDED AUGUST 21, 1978, AS FILE NO. 82033, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

(R7) PARCEL MAP NO. 546, RECORDED FEBRUARY 3 1977, AS FILE NO. 68249, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

(R8) PARCEL MAP NO. 2926, RECORDED OCTOBER 6, 2017, AS FILE NO. 479250, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

(R9) PARCEL MAP NO. 2943, RECORDED JUNE 12, 2018, AS FILE NO. 485886, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

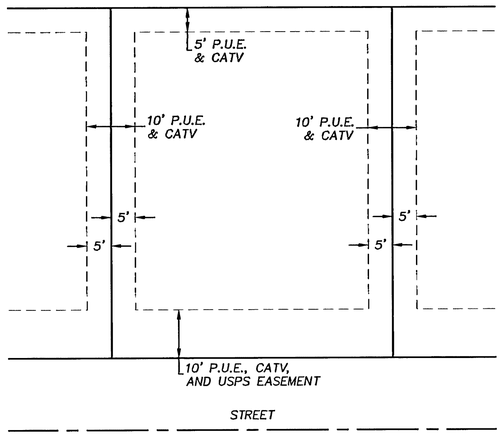
(R10) RECORD OF SURVEY MAP NO. 2749, RECORDED AUGUST 11, 2010, AS FILE NO. 403435, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

(R11) TRACT MAP NO. 3014, RECORDED JUNE 24, 2021, AS FILE NO. 521829, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

LEGEND:

	SUBJECT BOUNDARY LINE
	ADJACENT BOUNDARY LINE
	EASEMENT SIDELINE
	CENTERLINE
	SURVEY TIE
	FEMA FLOOD DESIGNATION LINE
	RADIAL LINE
	GRAPHIC BORDER
	TEMPORARY EASEMENT PER THIS MAP *SEE EASEMENT NOTE #1 ON SHEET 2 HEREIN.
	FOUND QUARTER CORNER AS NOTED
	FOUND CARSON CITY CONTROL POINT AS NOTED
	CENTERLINE MONUMENT PER T.M. 3014
	SET CENTERLINE MONUMENT IN WELL STAMPED "PLS 22362"
	FOUND 5/8" REBAR AND CAP, "PLS 22362"
OR	SET 5/8" REBAR AND CAP OR NAIL WITH TAG, "PLS 22362"
	DIMENSION POINT (NOTHING FOUND OR SET)
SF6	SINGLE FAMILY 6000 SQUARE FEET – ZONING
T.M.	TRACT MAP
P.M.	PARCEL MAP
(RAD)	RADIAL BEARING
(R#)	RECORD COURSE AND DISTANCE PER REFERENCED DOCUMENT
(M)	MEASURED COURSE AND DISTANCE
P.U.E.	PUBLIC UTILITY EASEMENT
S.F.	SQUARE FEET
C.A.	COMMON AREA
CATV	CABLE TELEVISION
USPS	UNITED STATES POSTAL SERVICE
	STREET BREAK FOR ADDRESS ASSIGNMENT

UNOFFICIAL COPY



TYPICAL LOT EASEMENT DETAIL

NOT TO SCALE

LOT TABULATIONS:

RESIDENTIAL LOTS:	53
COMMON AREAS:	1
TOTAL:	54

AREA TABULATIONS:

LOTS:	± 7.90 ACRES
RIGHT OF WAY:	± 2.85 ACRES
COMMON AREA:	±11,787 SQUARE FEET
TOTAL AREA:	±11.02 ACRES

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
JUSTIN M. MOORE
Exp:12/31/23
No.22362
11/3/2021

FINAL MAP
FOR
BLACKSTONE RANCH PHASE 1-B
OWNER OF RECORD
RD LOMPA, LLC.

BEING PARCEL'S 1-B AND 1-D AS SHOWN ON TRACT MAP NO. 3014

SITUATE WITHIN A PORTION OF THE WEST 1/2 OF SECTION 16, TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M.

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SHEET 5 OF 5

G:\3866 – LOMPA RANCH PM\DWG\PHASE 1B FINAL MAP\3866 TM PH-1B.DWG

3050-0

3050-0

PRELIMINARY REPORT FORM

Issued By:

Prelim Number:

TTR2500380-TO-CP

In response to the application for a policy of title insurance referenced herein, **Chicago Title Insurance Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Cheryl Perez, Title Officer
Authorized Officer or Agent

SCHEDULE A

Proposed Buyer: Capitol Homebuilders LLC, a Nevada limited liability company
Proposed Lender:
Proposed Loan Amount: $0.00
Property Address: 207 and 239 Pilot Peak Drive, Carson City, NV 89701
Order No.: TTR2500380-TO-CP
Your Reference No.: Ryder Homes (Blackstone Ranch 1B)
Effective date: February 20, 2025 at 7:30AM
Short Term Rate: No

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Cheryl Perez Ticor Title of Nevada, Inc. 5441 Kietzke Lane, Suite 100 Reno , NV 89511 Phone: 775-824-3241 Fax: 775-324-7402 Main Phone: 775-324-7400 Email: Cheryl.Perez@ticortitle.com	Ryder Homes Reno, NV 89521 Main Phone: (775)335-0502 Escrow No.: Ryder Homes (Blackstone Ranch 1B)

1. The estate or interest in the Land hereinafter described or referred to covered by this Report is:

   A Fee

2. Title to said estate or interest at the date hereof is vested in:

   Capitol Homebuilders, LLC, a Nevada limited liability company

3. The Land referred to in this Report is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

Legal Description

Order No.: TTR2500380-TO-CP

For APN/Parcel ID(s): 004-414-02 and 004-415-01

All that certain real property situate in the County of Carson City, State of Nevada, described as follows:

Lots 123 and 124 as shown on the Final Map for Blackstone Ranch Phase 1-B, according to the map thereof, filed in the office of the County Recorder of Carson City, State of Nevada, on August 24, 2022, in Book 11, Page 3050, as File No. 534904, Official Records.

APN: 004-414-02 and 004-415-01

SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.

4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.

5. (a) Unpatented mining claims: (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.

7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

SCHEDULE B – Section B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

8. General and special State, County and/or City property taxes, including any personal property taxes and any assessments collected with taxes, payable in four (4) quarterly installments (due on or before 3rd Monday in August and 1st Monday in October, January and March, respectively) are as follows:
   Assessor's Parcel No.: 004-414-02
   Fiscal Year: 2024-2025
   Total Taxes: $1,113.52
   1st Installment: $ 279.55 PAID
   2nd Installment: $ 277.99 PAID
   3rd Installment: $ 277.99 PAID
   4th Installment: $ 277.99 OPEN
   Affects: Lot 123

9. General and special State, County and/or City property taxes, including any personal property taxes and any assessments collected with taxes, payable in four (4) quarterly installments (due on or before 3rd Monday in August and 1st Monday in October, January and March, respectively) are as follows:
   Assessor's Parcel No.: 004-415-01
   Fiscal Year: 2024-2025
   Total Taxes: $1,113.52
   1st Installment: $ 279.55 PAID
   2nd Installment: $ 277.99 PAID
   3rd Installment: $ 277.99 PAID
   4th Installment: $ 277.99 OPEN
   Affects: Lot 124

10. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Nevada Revised Statutes.

11. Any liens, charges or assessments levied by the Carson City water, sanitary sewer and storm water utility district by reason that the Land is located within said district. To verify payment, delinquencies or liens, contact Carson City Utilities at (775) 887-2355.

12. Any unpaid charges for Waste Management, plus any interest and/or penalties, which would create a lien and attach to said Land, pursuant to Nevada Revised Statutes.

13. Water rights, claims or title to water, whether or not disclosed by the public records.

14. Easement(s) and rights incidental thereto as delineated or as offered for dedication on the Parcel Map for Eva Lompa, et al.
    Recording Date: February 3, 1977
    Recording No: Book 3, Page 546, as Document No. 63249, Official Records

15. Easement(s) and rights incidental thereto as delineated or as offered for dedication on the Parcel Map for Eva Lompa
    Recording Date: August 31, 1978
    Recording No: Book 3, Page 678, as Document No. 82033, Official Records

16. Easement(s) and rights incidental thereto as delineated or as offered for dedication on the Parcel Map for Eva Lompa and The First Interstate Bank
    Recording Date: June 27, 1983
    Recording No: Book 4, Page 974, as Document No. 19350, Official Records

SCHEDULE B – Section B
(continued)

17. Easement(s) and rights incidental thereto as delineated or as offered for dedication on the Parcel Map for Eva Lompa and The First Interstate Bank of Nevada
    Recording Date: June 29, 1983
    Recording No: Book 4, Page 975, as Document No. 19422, Official Records

18. Easement(s) and rights incidental thereto as delineated or as offered for dedication on the Parcel Map for RD Lompa, LLC, a Nevada limited liability company
    Recording Date: October 6, 2017
    Recording No: Book 10, Page 2926, as Document No. 479250, Official Records

19. Terms, provisions and conditions as contained in an instrument
    Entitled: Ordinance No. 2017-25 Development Agreement-Lompa Ranch North Specific Plan
    By: The Board of Supervisors of Carson City
    Recording Date: May 24, 2018
    Recording No.: 485378, Official Records

20. Terms, provisions, easements and conditions as contained in an instrument
    Entitled: Temporary Sewer Line Construction Access Agreement
    By and Between: RD Lompa, LLC, a Nevada limited liability company and Lompa Ranch North LLC, a Nevada limited liability company
    Recording Date: February 11, 2020
    Recording No.: 503237, Official Records

21. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
    Granted to: Southwest Gas Corporation, a California corporation
    Purpose: a perpetual easement for the installation and maintenance of a natural gas pipeline or pipelines and appurtenances
    Recording Date: September 24, 2020
    Recording No: 510831, Official Records

22. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
    Granted to: Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy
    Purpose: communication facilities and electric line systems for the distribution of electricity underground and other equipment, fixtures, apparatus, and improvements and for ingress and egress to, from, over and across the easement area
    Recording Date: October 13, 2020
    Recording No: 511662, Official Records

23. Terms, provisions and conditions as contained in an instrument
    Entitled: Development and Infrastructure Improvement Agreement
    Executed by: RD Lompa, LLC, a Nevada limited liability company; Blackstone NV L.L.C., a Nevada limited liability company and Joshua G. Myers, Trustee of the Myers Family Exempt Trust under Agreement dated March 16, 2017
    Recording Date: April 30, 2021
    Recording No.: 519871, Official Records

    Amendment to Development and Infrastructure Improvement Agreement
    Recording Date: December 17, 2021
    Recording No.: 528103, Official Records

SCHEDULE B – Section B
(continued)

24. Easement(s) and rights incidental thereto as delineated or as offered for dedication on Blackstone Ranch Phase 1-A,
    Recording Date: June 24, 2021
    Recording No: Book 11, Page 3014, File No. 521829, Official Records

25. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document
    Recording Date: December 14, 2021
    Recording No: 528007, Official Records
    Re-Recording Date: August 5, 2022
    Re-Recording No: 534526, Official Records
    Re-Recording Date: November 14, 2022
    Re-Recording No: 536670, Official Records

    Liens and charges as set forth in the above mentioned declaration,
    Payable to: **LOMPA RANCH COMMUNITY ASSOCIATION**

26. Easement(s) and rights incidental thereto as delineated or as offered for dedication on Blackstone Ranch Phase 1-B
    Recording Date: August 24, 2022
    Recording No: Book 11, Page 3050 of Maps, Document No. 534904, Official Records

27. A deed of trust to secure an indebtedness in the amount shown below,
    Amount: $2,250,000.00
    Dated: March 18, 2024
    Trustor/Grantor: Capitol Homebuilders, LLC, a Nevada limited liability company
    Trustee: Ticor Title of Nevada, Inc.
    Beneficiary: RD Lompa, LLC, a Nevada limited liability company
    Recording Date: March 27, 2024
    Recording No.: 545930, Official Records

28. Terms, provisions and conditions as contained in an instrument
    Entitled: Notice of Creation of Maintenance District
    Executed by: RD Lompa, LLC, a Nevada limited liability company, Capitol Homebuilders, LLC, a Nevada limited liability company, AMH NV17 Development, LLC, a Delaware limited liability company and Cross Creek Apartments, LLC, a Nevada limited liability company
    Recording Date: November 8, 2024
    Recording No.: 550950, Official Records

29. Terms, provisions and conditions as contained in an instrument
    Entitled: Notice of Board Decision Creation of Landscape Maintenance District and Levy of Assessment
    Executed by: Jennifer Budge, CPRP, Parks and Recreation Director
    Recording Date: November 15, 2024
    Recording No.: 551086, Official Records

SCHEDULE B – Section B
(continued)

30. Terms, provisions and conditions as contained in an instrument
    Entitled: Ordinance No. 2024-8
    Executed by: Lori Bagwell, Mayor
    Recording Date: November 25, 2024
    Recording No.: 551313, Official Records

31. Rights and claims of parties in possession by reason of unrecorded leases, if any, that would be disclosed by an inquiry of the parties or by an inspection of said Land.

END OF EXCEPTIONS

THE FOLLOWING REQUIREMENTS MUST BE MET PRIOR TO CLOSE OF ESCROW:

REQUIREMENTS

1. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

   Limited Liability Company: Capitol Homebuilders, LLC, a Nevada limited liability company

   a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

   b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.

   c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

   d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

   e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

   The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

END OF REQUIREMENTS

INFORMATIONAL NOTES

1 Due to the Nevada Supreme Court's interpretation of N.R.S. §116.3116 (2)(c) in SFR Investments Pool 1, LLC v. U.S. Bank, N.A. 334 P. 3d 408 (2014), the Company is unwilling to issue the ALTA 9-06 Endorsement, but instead will issue the ALTA 9.10-06 Endorsement. This does not apply to common interest communities that are not subject to N.R.S. §116.3116 (i.e. apartment complexes, commercial condominiums that are exempt or other commercial properties).

2 Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

3 Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.

4 Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:
Recording Date: March 27, 2024
Recording No: 545929, Official Records

5 Note: The following information is provided strictly as an accommodation. According to the Assessor, the address of the Land is as follows:
Type of Dwelling: Vacant Land
Address: 207 and 239 Pilot Peak Drive, Carson City, Nevada

END OF INFORMATIONAL NOTES

Note: Notice of Available Title Insurance and Escrow Discounts

Your transaction may qualify for one of the discounts shown below. In order to receive these discounts, you will need to contact your escrow officer or a company representative to determine if you qualify and to request the discount. Your escrow officer or company representative will provide a full description of the terms, conditions and requirements associated with each discount.

Available Title Insurance Discounts (These discounts will apply to all transactions where the company is issuing a policy of title insurance, including such transactions where the company is not providing escrow closing services.

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENT CANCELLATION CHARGES ON SUBSEQUENT POLICIES
Where an order was cancelled and no major change in the title has occurred since the issuance of the original report or commitment, and the order is reopened within twenty-four (24) – thirty-six (36) months, all or a portion of the charge previously paid upon the cancellation of the report or commitment may be credited on a subsequent policy charge.

SHORT TERM RATE
The Short Term Rate is a reduction of the applicable insurance rate which is allowable only when the current order is placed within (sixty) 60 months from the date of issuance of a prior policy of title insurance to the vested owner or an assignee of the interest insured. The short term rate is 80% of the Basic Rate. Unless otherwise stated, the reduction only applies to policies priced at Eighty Percent (80%) or greater of the basic rate. This reduction does not apply to Short Sale transactions or to any surcharge calculated on the basic rate.

PRIOR POLICY DISCOUNT (APPLICABLE TO ZONE 2, DIRECT OPERATIONS ONLY)
The Prior Policy Discount will apply when a seller or borrower provides a copy of their owner's policy upon opening escrow. The prior policy rate is Seventy Percent (70%) of the applicable owner's title premium. This discount may not be used in combination with any other discount and can only be used in transactions involving property located in Zone 2 (Zone 2 includes all Nevada counties except Clark, Lincoln and Nye) that are handled by a direct operation of the FNF Family of Companies.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities the charge for a policy shall be Fifty Percent (50%) to Seventy Percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. This discount shall not apply to charges for loan policies issued concurrently with an owner's policy.

EMPLOYEE RATE
No charge shall be made to employees of the Company, its subsidiary or affiliated companies (including employees on approved retirement) for policies issued in connection with financing, refinancing, sale or purchase of the employee's bonafide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

INVESTOR RATE
This rate is available for individuals, groups of individuals or entities customarily engaged in real estate investments. The parties must provide reasonable proof that they currently hold title to or have transferred title to three (3) or more investment properties in the State of Nevada within the past twelve (12) months to qualify for this rate. On a sale transaction, the investor rate is Seventy Percent (70%) of the basic rate. This reduction does not apply to any surcharge calculated on the basic rate. On a refinance transaction or where the investor is obtaining a loan subsequent to a purchase, the rate shall be Eighty-Five Percent (85%) of the applicable rate with a minimum charge of Three Hundred Eighty-Five and No/100 Dollars ($385.00). The loan discount shall only apply to transactions priced under Section 5.1 B (1b) of the title insurance rate manual. This rate is available upon request only.

Available Escrow Discounts These discounts will apply only to the escrow fee portion of your settlement charges, and the discounts will apply only if the company is issuing a policy of title insurance in conjunction with providing escrow services.

SENIOR CITIZEN RATE
If a valid identification is provided, principals to a given transaction who qualify as Senior Citizens (55 year of age and over) shall be Seventy-Five Percent (75%) of their portion of the escrow fee wherein a valid identification is provided. This discount shall only apply on residential resale transactions wherein the principal resides in the subject property. This discount may not be used in combination with any other escrow rate discount. This rate is available upon request only.

MILITARY DISCOUNT
Any person on active military duty or a Veteran of the U.S. Armed Forces shall be charged Seventy-Five Percent (75%) of their portion of the escrow fee. A copy of a current military identification card or a copy of the DD-214 (Certificate of Release or Discharge from Active Duty) must be provided. This discount may not be used in combination with any other discount. This rate is for sale transaction and it is available upon request only.

FIRST RESPONDER RATE
Any person in a given transaction who is a First Responder shall be charged Seventy-Five Percent (75%) of their portion of the escrow fee, wherein the principle provides a signed statement that indicates he or she is currently employed as one of the following emergency professionals:

- Firefighter
- Law enforcement officer who is sworn to uphold and make arrests for violations of federal, state, county or municipal laws.
- EMT
- Paramedic
- Search & Rescue team member

The discount shall be applicable on residential resale transactions wherein the principal resides in, or plans to reside in, the subject property. This discount may not be used with any other discount and is available upon request only.

EMPLOYEE RATES
An employee will not be charged an escrow fee for the purchase, sale or refinance of the employee's primary residence. The employee must be a principal to the transaction and the request for waiver of fees must be submitted to Management prior to approval.

INVESTOR RATE
This rate is available for individuals, groups of individuals or entities customarily engaged in real estate transactions. The parties must provide reasonable proof that they currently hold title to or have transferred title to three (3) or more investment properties within the State of Nevada within the past twelve (12) months to qualify for this rate. The charge is 70% of their portion of the escrow fee. This discount may not be used in combination with any other discount. This rate is for sale transactions and it is available upon request, only.

WIRE SAFE™ | Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

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FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.,* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.,* loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link Privacy Request, or email privacy@fnf.com or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:
Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Ticor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Ticor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

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Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, or regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by You;
   b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
   c. resulting in no loss or damage to You;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
   e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
   a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
   b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

   Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

ATTACHMENT ONE
(CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE

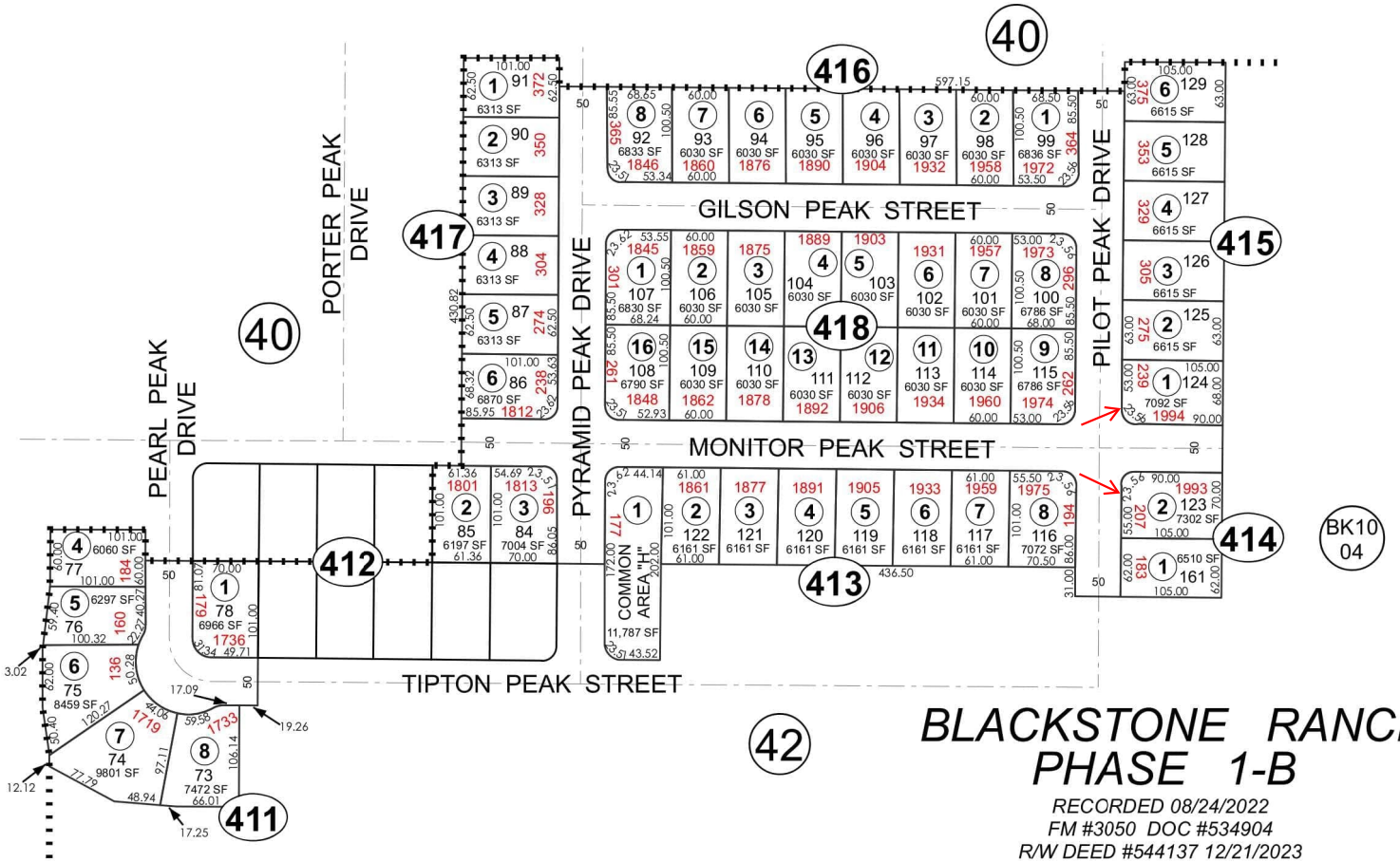
This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

4-41

PORTION OF THE WEST 1/2 OF SECTION 16
TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.R & M.



BLACKSTONE RANCH PHASE 1-B

RECORDED 08/24/2022
FM #3050 DOC #534904
R/W DEED #544137 12/21/2023

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

UPDATED R/W DEED INFORMATION PER DOC#544137 12/21/2023

CARSON CITY NEVADA
THIS MAP IS PREPARED FOR THE USE OF THE CARSON CITY ASSESSOR FOR ASSESSMENT AND ILLUSTRATIVE PURPOSES ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HEREON. YOU CAN VIEW AND PRINT OUR MAPS AT NO CHARGE FROM OUR WEBSITE AT WWW.CARSON.ORG/HOME

N W E S

SCALE:1"=130'

NOTE
SOME PARCELS DELINEATED HEREON MAY NOT BE PRESENTED IN TRUE SIZE, SHAPE, OR LOCATION DUE TO DISCREPANCIES BETWEEN LOT LINES.

Revised: 01/08/2024

No Billing Information

Payment History

	Fiscal Year	Total Due	Total Paid	Amount Unpaid
	(2024 - 2025)	$1,113.52	$835.53	$277.99

Installment 1

Date Due	Tax Billed	Cost Billed	Penalty/Interest	Total Due	Total Paid	Total Unpaid
8/19/2024	$279.55	$0.00	$0.00	$279.55	$279.55	$0.00

Installment 2

Date Due	Tax Billed	Cost Billed	Penalty/Interest	Total Due	Total Paid	Total Unpaid
10/7/2024	$277.99	$0.00	$0.00	$277.99	$277.99	$0.00

Installment 3

Date Due	Tax Billed	Cost Billed	Penalty/Interest	Total Due	Total Paid	Total Unpaid
1/6/2025	$277.99	$0.00	$0.00	$277.99	$277.99	$0.00

Installment 4

Date Due	Tax Billed	Cost Billed	Penalty/Interest	Total Due	Total Paid	Total Unpaid
3/3/2025	$277.99	$0.00	$0.00	$277.99	$0.00	$277.99

	(2023 - 2024)	$1,031.48	$1,031.48	$0.00

Related Names

CURRENT OWNER FOR 2025 (2025 - 2026)
Name CAPITOL HOMEBUILDERS, LLC

CURRENT Mail To FOR 2025 (2025 - 2026)
Name CAPITOL HOMEBUILDERS, LLC

No Billing Information

Payment History

	Fiscal Year	Total Due	Total Paid	Amount Unpaid
	(2024 - 2025)	$1,113.52	$835.53	$277.99

Installment 1

Date Due	Tax Billed	Cost Billed	Penalty/Interest	Total Due	Total Paid	Total Unpaid
8/19/2024	$279.55	$0.00	$0.00	$279.55	$279.55	$0.00

Installment 2

Date Due	Tax Billed	Cost Billed	Penalty/Interest	Total Due	Total Paid	Total Unpaid
10/7/2024	$277.99	$0.00	$0.00	$277.99	$277.99	$0.00

Installment 3

Date Due	Tax Billed	Cost Billed	Penalty/Interest	Total Due	Total Paid	Total Unpaid
1/6/2025	$277.99	$0.00	$0.00	$277.99	$277.99	$0.00

Installment 4

Date Due	Tax Billed	Cost Billed	Penalty/Interest	Total Due	Total Paid	Total Unpaid
3/3/2025	$277.99	$0.00	$0.00	$277.99	$0.00	$277.99

	(2023 - 2024)	$1,031.48	$1,031.48	$0.00

Related Names

CURRENT Mail To FOR 2025 (2025 - 2026)
Name CAPITOL HOMEBUILDERS, LLC

CURRENT OWNER FOR 2025 (2025 - 2026)
Name CAPITOL HOMEBUILDERS, LLC

Overview
Photos & Sketches
Assessments
Assessor Descriptions
Exemptions
Billing
Payment History
Names
Personal Property
CAMA
Sales History
Genealogy
Taxing Bodies
View Plat Map
Print Parcel

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Hope Sullivan, AICP, Community Development Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed resolution authorizing the expenditure of $1,700,000 from the Fiscal Year ("FY") 2025 Redevelopment Revolving Fund to finance design work and associated costs related to the Carson City Courthouse located at 855 East Musser Street. (Hope Sullivan, hsullivan@carson.org)

Pursuant to NRS 279.628, this Resolution must be adopted by a two-thirds vote of the Board of Supervisors.

Agenda Action: Resolution **Time Requested:** 5 Minutes

Proposed Motion
I move to adopt Resolution No. 2025-R-_____.

Board's Strategic Goal
Efficient Government

Previous Action
May 1, 2025 (Item 28A) - The Board of Supervisors approved the Fiscal Year 2026 Redevelopment Authority Final Budget, which included allocating $5,675,000 for the Courthouse Reconfiguration / Redesign.

Background/Issues & Analysis
NRS 279.628 authorizes the expenditure of money from the Redevelopment Revolving Fund for any expenses necessary or incidental to the carrying out of redevelopment plans and requires any such expenditure to be approved by resolution of the Board of Supervisors.

It was anticipated that this work would occur in Fiscal Year 2026. However, it is possible to have the design work commence in Fiscal Year 2025 with a targeted completion date of November 1, 2025.

Applicable Statute, Code, Policy, Rule or Regulation
NRS Chapter 279; Redevelopment Authority Policies and Procedures

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Redevelopment Revolving Fund - Construction Account 6037510-

507010: Courthouse Reconfiguration / Redesign (P751025004)

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, $1,700,000 will be transferred from the Redevelopment Undesignated Projects account to the project in FY 2025. This will leave the Redevelopment Undesignated Projects account, Re-Estimated amount in FY 2025 with a balance of $486,602.

Munis currently shows a higher Undesignated balance in the revised budget, but for the final re-estimated FY 2025 budget, the City let $3,752,988 fall to ending fund balance, so FY 2026 beginning fund balance included the $3,752,988, which was the amount needed to fund the approved FY 2026 Capital Plan. This left an undesignated amount of $2,186,602 in FY 2025.

Alternatives

Do not approve the proposed resolution, modify the resolution and/or provide alternative direction to staff.

Attachment(s):

Resolution.Revolving.Fund_FY25 courthouse_05.28.2025v2.pdf

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

RESOLUTION NO. 2025-R-____

A RESOLUTION AUTHORIZING THE EXPENDITURE OF $1,700,000 FROM THE FISCAL YEAR ("FY") 2025 REDEVELOPMENT REVOLVING FUND TO SUPPORT DESIGN WORK ON THE CARSON CITY COURTHOUSE LOCATED AT 855 EAST MUSSER STREET AS AN EXPENDITURE INCIDENTAL TO THE CARRYING OUT OF THE REDEVELOPMENT PLAN.

WHEREAS, pursuant to NRS 279.628, the Carson City Board of Supervisors must approve by resolution, adopted by a two-thirds vote, the expenditure of money from the Revolving Fund for the Redevelopment Authority for any expenses incidental to the carrying out of a Redevelopment Plan adopted by the Carson City Board of Supervisors; and

WHEREAS, the Redevelopment Plan for Redevelopment Project Area No. 1 encourages redevelopment assistance for daytime and evening special events and promotional activities and the highest level of recreational opportunities for residents and visitors of all age levels and accordingly there is a causal connection between this redevelopment effort and the need for this expenditure; and

WHEREAS, objective 318 of the Redevelopment Plan advises that Redevelopment money may be used to accommodate planned population growth in ways which will not damage the social, economic and environmental well being of Carson City; and

WHEREAS, the need for modifications to the courthouse is derived from the planned population exceeding 60,000 people; and

WHEREAS, this expenditure of $1,7000.000 is incidental to carrying out the approved Redevelopment Plan; and this expenditure constitutes 16.615% of the total Redevelopment budget for Fiscal Year 2025; and

WHEREAS, the Redevelopment Authority recommended to the Board of Supervisors approval of the Fiscal Year 2026 Redevelopment Authority Final Budget on May 1, 2025, which included allocating $5,675,000 for the Courthouse Reconfiguration/Redesign.

NOW, THEREFORE, BE IT RESOLVED that the Carson City Board of Supervisors hereby authorizes the expenditure of $1,700,000 from the FY 2025 Redevelopment Revolving Fund for the support of the following capital improvement projects:

- $1,700,000 for Courthouse Reconfiguration/Redesign

If the $1.7 million is not spent in FY 2025, the funds will be rolled forward to FY 2026 and added to the Courthouse Project Budget in FY 2026.

ADOPTED this _____ day of _____ 2025.

AYES: Supervisors _____

_____

_____

_____

_____

NAYES: Supervisors _____

ABSENT: Supervisors _____

_____

LORI BAGWELL, Mayor

ATTEST:

_____

WILLIAM SCOTT HOEN, Clerk-Recorder

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Jeanne Freeman, Director, Health and Human Services

Agenda Title: For Possible Action: Discussion and possible action regarding the selection of Carson City's public health priorities for State funding from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("DPBH"), during Fiscal Years ("FY") 2026 and 2027, for a total biennium amount of $257,453.08, and proposed funding distributions among the priorities selected by Carson City. (Jeanne Freeman, JMFreeman@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** 10 minutes

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Proposed Motion
I move to accept the proposed priority determinations and funding distribution, as presented.

Board's Strategic Goal
Quality of Life

Previous Action
May 2, 2024 (Item 16.A) – The Board of Supervisors approved an interlocal contract with DPBH for Carson City to receive its allotment of SB 118 (2023) public health funding for disbursement among the City's identified public health priorities during FY 2024 and FY 2025.

Background/Issues & Analysis
The purpose of this funding is to improve public health in Nevada. The funding is outlined in the Governor's budget as Nevada Public Health funding. To receive these funds, the City must set and submit to DPBH its public health priorities based on an evaluation of the community needs, in alignment with Foundational Public Health Services, which is commonly used as the standard set of services across the nation. Before funding is disbursed, the City and DPBH will need to enter into an interlocal contract, which would return to the Board of Supervisors at a later date.

City staff have used two recent studies to set the proposed priorities. The 2022 Quad-County Regional Community Health Needs Assessment ("CHNA") establishes four priorities, which are: (1) access to basic needs; (2) access to healthcare for specific populations; (3) mental and emotional health; and (4) substance use prevention, treatment, and recovery.

Additionally, the Nevada Association of Counties and Nevada Economic Assessment Project co-authored a 2024 report on Foundational Public Health Services in Suburban, Rural, and Frontier Nevada ("FPHS Report"), which identifies the following areas for capacity improvement for Carson City: (1) communicable disease control, (2) access and linkage with clinical care, (3) assessment and surveillance, and (4) communications.

Staff proposes adopting all four priorities from the 2022 CHNA and adopting the "assessment and surveillance" priority from the FPHS Report. Those priorities, and the proposed distribution of $130,678 per FY among those priorities, are set forth in a proposed document for submission to DPBH titled "State Public Health Funds Priorities SFY26-27 – Carson City, NV". This proposal for spending and priority areas is to be submitted to DPBH by June 12, 2025, and will be heard at the August meeting of the State Board of Examiners. If approved by the State Board of Examiners, DPBH will provide Carson City with a proposed interlocal contract to receive the funds. Through the interlocal contract, priorities and funding allocated to each priority can be modified without a formal amendment as long as the overall dollar amount per fiscal year does not change. Funds allocated each fiscal year must be spent or are required to be returned to the State.

Applicable Statute, Code, Policy, Rule or Regulation
Senate Bill 118 (2023)

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: Grant Fund - Health Department, State Grant Revenue 2756080-434010 and Expenses 2756800-50XXXX, Salaries, Benefits, Services and Supplies. New Project numbers will be assigned in the Grant Fund once the funds are received.

Is it currently budgeted? No

Explanation of Fiscal Impact: The revised budgeted revenues and expenses will be added to CCHHS budget once the award letters are received.

Alternatives
Do not accept the proposed priority determinations and funding distribution and/or provide alternative direction to staff.

Attachment(s):
State Public Health Funds Priorities SFY26-27 - Carson City.pdf

Motion: _____ 1) _____ Aye/Nay
2) _____ _____
_____
_____
_____
_____

_____
(Vote Recorded By)

STATE PUBLIC HEALTH FUNDS PRIORITIES SFY26-27 – CARSON CITY, NV

Please indicate your public health priorities (i.e., Outreach to senior citizens, diabetes education, etc.) and the Dollar amount proposed for each priority listed.

Award Amount for Biennium: $257,453.08 (SFY 26: $128,726.54; SFY 27: $128,726.54)

Access to Basic Needs:

SFY 26: $26,830

SFY 27: $7,170

Access to Healthcare for specific populations:

SFY 26: $42,048.54

SFY 27: $34,048.54

Mental and Emotional Health

SFY 26: $26,830

SFY 27: $7,170

Substance Use, Prevention, & Treatment

SFY 26: $15,000

SFY 27: $15,000

Assessment and Surveillance

SFY 26: $18,018

SFY 27: $65,338

How did you choose the priorities for your County/Health District? (i.e., County Health Assessment, needs assessment health reports)

Review of two assessment documents:

- 2022 Quad-County Community Health Needs Assessment; and
- 2024 Foundational Public Health Services in Suburban, Rural, and Frontier Nevada report.

Check the appropriate box for the Foundational Public Health Services you will address with the funds: see page two for descriptions

Foundational Areas

☒ Communicable Disease Control

☐Chronic Disease and Injury Prevention

☐Environmental Public Health

☐Maternal, Child, and Family Health

☒ Access to and Linkage with Clinical Care

Foundational Capabilities

☒Assessment and Surveillance

☐Community Partnership Development

☐Equity

☐Organizational Competencies

☐Emergency Preparedness and Response

☒Communications

☐Other_____

Please find the descriptions of Foundational Public Health Services below

Foundational Areas

- Communicable Disease Control Fact Sheet
- Chronic Disease and Injury Prevention Fact Sheet
- Environmental Public Health Fact Sheet
- Maternal, Child, & Family Health Fact Sheet
- Access to & Linkage with Clinical Care Fact Sheet

Foundational Capabilities

- Assessment and Surveillance Fact Sheet
- Community Partnership Development Fact Sheet
- Organizational Competencies Fact Sheet

- Policy Development & Support Fact Sheet
- Accountability & Performance Management Fact Sheet
- Emergency Preparedness & Response Fact Sheet
- Communications Fact Sheet

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 5, 2025

Staff Contact: Jeff Coulam, Human Resources Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed City Manager Employment Agreement ("Agreement") between Glen Martel and Carson City, to be effective July 1, 2025, to June 30, 2027, for a starting annual base salary of $228,948.95 for the first year and a 5 percent increase to the base salary on July 1, 2026. (Jeff Coulam, jcoulam@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** 30 Minutes

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Proposed Motion
I move to approve the Agreement as presented.

Board's Strategic Goal
Organizational Culture

Previous Action
May 15, 2025 (Item 16.a) - The Board of Supervisors ("Board") interviewed candidates for the position of City Manager to succeed current City Manager Nancy Paulson, who will be retiring from City employment when her employment contract expires on June 30, 2025. After the interviews, the Board selected Glen Martel for appointment to City Manager, pending any required background check and drug test, and further requested the District Attorney's Office to negotiate on behalf of the City an employment contract with Mr. Martel for future consideration by the Board.

February 21, 2025 (Item 5.f) - The Board directed staff to initiate the recruitment of a new City Manager.

Background/Issues & Analysis
The current City Manager, Nancy Paulson, will be retiring from City employment after her employment contract expires on June 30, 2025. Recruitment for a successor City Manager opened on March 3, 2025, and closed on March 21, 2025. After a screening process, three finalists were recommended to the Board for interviews. However, one of those candidates withdrew from consideration, leaving two candidates who were interviewed by the Board on May 15, 2025. After the interviews, the Board selected Glen Martel for appointment to the position of City Manager, contingent on passing a routine background check and drug test, and further requested the District Attorney's Office to negotiate on behalf of the City a tentative agreement with Mr. Martel for consideration at a future meeting of the Board.

After several discussions, the District Attorney's Office and Mr. Martel have tentatively agreed to the proposed Agreement which is included with this staff report. This proposed Agreement incorporates

various terms and conditions which establish the duties and obligations of the parties, the term of the Agreement, salary and other benefits.

The following provisions highlight with more particularity the core compensation components of the Agreement:

1. Term. The term of the Agreement is July 1, 2025, to June 30, 2027 (2 years).

2. Salary. The base salary is $228,948.95 (the equivalent of the current City Manager's salary upon retirement), with an automatic increase of 5 percent to the base salary on July 1, 2026.

3. Performance review. The Board may, but is not required to, conduct a public meeting at such times the Board deems appropriate or necessary to review and evaluate the performance of Mr. Martel as the City Manager. Irrespective of any decision by the Board to conduct or not conduct a public meeting to evaluate the performance of Mr. Martel, he will meet individually with each member of the Board on or before June 30 of each year of the Agreement (in the event the Agreement continues on a month-to-month basis after expiration of the initial term) to receive input concerning his performance.

4. At-will employment status. No notice required in the event of termination for cause; 90 calendar days' notice required for termination without cause, except that the Board may, at its sole discretion, elect to provide a lump sum severance payment equivalent to 90 days' base pay plus regular PERS contributions in lieu of the 90 calendar days' notice. If Mr. Martel chooses to resign before the expiration of the Agreement, he must provide 30 calendar days' notice.

5. Insurance premium payment during waiting period. City to pay to Mr. Martel as part of his salary what the City would normally have paid as the employer's portion of his insurance premium and that of any dependents, for the period of time he has not reached eligibility for coverage under the City's group policy (eligibility anticipated to be September 1, 2025). There is no provision in the Agreement that would give any specific post-employment insurance benefits to Mr. Martel or any dependents.

6. Other benefits. Mr. Martel will receive all other benefits received by the current City Manager under her existing employment contract, and any benefits that are provided to unclassified employees under the most current Resolution of the Board of Supervisors of Carson City Setting Forth the Benefits for Unclassified Employees.

Applicable Statute, Code, Policy, Rule or Regulation
Section 3.020 of the Carson City Charter; NRS 244.125 to 244.135, inclusive

Financial Information
Is there a fiscal impact? Yes

If yes, account name/number: General Fund / City Manager Department Salaries 1010600-500101 and Benefits 1010600-5002XX

Is it currently budgeted? Yes

Explanation of Fiscal Impact: The City Manager position has been budgeted for the ensuing Fiscal Year.

Alternatives

Do not approve the Agreement as presented and/or provide alternative direction to staff.

Attachment(s):
DRAFT MARTEL_CM Agreement.pdf

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

CITY MANAGER EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), is hereby made and entered into on the date of the last signature affixed hereto, by and between the CARSON CITY BOARD OF SUPERVISORS ("Board"), acting on behalf of Carson City, a consolidated municipality and political subdivision of the State of Nevada ("City"), and Glen Martel ("Martel"), each of whom may be hereinafter individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Carson City is a consolidated municipality, and pursuant to Nevada law under Nevada Revised Statutes ("NRS") Chapter 244 and the Carson City Charter ("Charter") is duly authorized to appoint a City Manager to serve as the Chief Administrative Officer of the City;

WHEREAS, it is the desire of the Board, acting on behalf of the City, to retain the professional services of Martel as City Manager for Carson City;

WHEREAS, it is also the desire of Martel to be employed by the City as City Manager; and

NOW THEREFORE, in consideration of the mutual promises, covenants and exchange of consideration contained herein, the sufficiency of which is expressly acknowledged by the Parties, the Parties do hereby agree to the following terms and conditions of employment by the City of Martel as City Manager:

TERMS AND CONDITIONS

Section 1. Term, Salary and Renewal.

Sec. 1.1. **Initial Term**. The City hereby agrees to employ Martel as City Manager to perform the functions and duties of the position as required or authorized by the Charter and NRS, and as further set forth herein. Except as otherwise provided in Section 1.3 of this Agreement, Martel's date of employment will commence on July 1, 2025 ("Effective Date"), and continue until June 30, 2027 ("Initial Term"), unless sooner terminated in accordance with this Agreement.

Sec. 1.2. **Salary**. In exchange for Martel's service, the City agrees to pay Martel an annual salary of TWO HUNDRED TWENTY-EIGHT THOUSAND NINE HUNDRED FORTY-EIGHT AND 95/100 ($228,948.95), commencing on the Effective Date of this Agreement and payable in the same manner as wages or salaries are customarily paid to other employees of the City. The City also agrees that on July 1, 2026, the salary of Martel will automatically increase by five percent (5%). The City further agrees to direct PERS contribution adjustments for Martel in accordance with the most current *Resolution of the Board of Supervisors of Carson City Setting Forth the Benefits for Unclassified*

Employees or its equivalent successor document ("Unclassified Resolution"), as may be amended.

Sec. 1.3. **Renewal**. Commencing upon the expiration of the Initial Term and then for each subsequent month thereafter ("Subsequent Monthly Term"), Martel's employment as City Manager may continue on a month-to-month basis until such time a new agreement is entered into or unless either Party elects to terminate Martel's employment as City Manager by notifying the other Party in accordance with this Agreement. All compensation, benefits and every other term and condition of this Agreement shall remain in full force and effect without modification during any Subsequent Monthly Term.

Section 2. Position, Duties, and Responsibilities.

Sec. 2.1. Martel agrees to perform and discharge the official duties of the City Manager, which as required by Art. 3, Section 3.020 of the Charter are to carry out the policy of the Board and to perform any other associated duties and functions as authorized by law and as the Board may from time-to-time assign.

Sec. 2.2. Martel agrees that as the City Manager, Martel will be responsible for the efficient administration of all affairs of the City which are normally within the authority of the City Manager acting as the Chief Administrative Officer pursuant to the Charter. In addition to any general powers as the Chief Administrative Officer for the Executive Department of Carson City government, and not as a limitation thereon, it shall be Martel's duty and authority to perform the following:

Sec. 2.2.1. **Enforcement**.

To make every reasonable effort to ensure that all State and federal laws, any regulations adopted thereto and all ordinances, policies and procedures of the City are duly enforced and that all franchises, permits, leases, agreements, contracts, and privileges granted or entered into by the City are faithfully observed.

Sec. 2.2.2. **Departments and Employees**.

To control, order, give direction to, appoint, promote, discipline, and demote or remove heads of departments and subordinate officers and employees of the City in a manner that is most beneficial to the City and in accordance with all applicable laws, policies and procedures, including the terms of any applicable collective bargaining agreement, and to exercise reasonable discretionary authority to organize, reorganize, consolidate or combine offices, positions, departments or other units of the City as permitted by the Charter, the Carson City Municipal Code, and State law.

Sec. 2.2.3. **Control and Supervision**.

To exercise day-to-day control over and supervision of, in general, all departments and divisions of City government and all appointed officers and employees within those departments and divisions to the extent authorized by law.

Sec. 2.2.4. **Agenda Preparation**.

To prepare, in consultation with and upon consent of the Mayor, all agendas for meetings of the Board and to exercise reasonable discretionary authority in determining the timing, order, content and recommendation, if any, of prepared agendas and the items for consideration, deliberation and action as deemed necessary and in the best interest of the City. Unless directed otherwise by the Mayor, Board policy, resolution or other Board action, Martel shall in good faith and at all times attempt to accommodate an agenda item request by an individual member of the Board.

Sec. 2.2.5. **Attend Meetings**.

To attend all meetings of the Board, the Carson City Liquor and Entertainment Board and the Carson City Redevelopment Authority, unless excused by the Mayor or the Mayor Pro Tempore, and any other meeting of a public body of the City or function related to official City business as directed by the Board.

Sec. 2.2.6. **Recommendations**.

To recommend, as necessary and appropriate, the approval, authorization or adoption of any action, resolution or ordinance of the Board or the Redevelopment Authority that is in the best interest of the City, and to make any other reports and recommendations as may be desirable or requested by the Board.

Sec. 2.2.7. **Inform and Advise**.

To exercise, at all times, good and reasonable judgment in keeping the Board fully advised at various times and places, and as appropriate or necessary, regarding the operational, financial, general condition and needs of the City.

Sec. 2.2.8. **Annual Budget**.

To timely prepare and submit to the Board and the State of Nevada the annual budgets for the City and to any other state or federal agency all required filings, and to faithfully administer such reports or filings as may be required.

Sec. 2.2.9. **Salary Plan**.

To prepare and recommend to the Board a salary plan for classified and unclassified employees and appropriate revisions to provisions in the Carson City Municipal Code relating to City personnel and the Unclassified Resolution.

Sec. 2.2.10. **Investigation of City Matters**.

To investigate or direct investigation into matters and affairs of the City and any department or division thereof, including, without limitation, the proper performance of any contractor obligation of the City.

Sec. 2.2.11. **Investigation of Complaints**.

To investigate or direct investigation of all complaints concerning the City's administration of government and services provided by the City, including, without limitation, services provided by City utilities.

Sec. 2.2.12. **Supervision of Public Property**.

To exercise general supervision over all buildings, parks, streets and other public property, whether personal or real property, which are under the control and jurisdiction of the City. Except as otherwise directed by the Board, specific budget parameters or contract, Martel may determine the assignment of offices and work space for City departments, divisions, agencies, officers and employees and shall further provide the Mayor and members of the Board with suitable office accommodations in such locations as will enable them to perform their official duties.

Sec. 2.2.13. **Full Time Duties**.

To be, at all times, in the exclusive employment of the City and to be devoted to the duties set forth in this Agreement and to the interests of the City.

Sec. 2.2.14. **Other Powers and Duties**.

To perform such other duties and exercise such other powers as may be delegated to Martel from time to time by the Board.

Section 3. Absence from Duty.

Sec. 3.1. The Parties agree that if Martel is physically absent from work for any period of time which renders Martel unable to communicate with or direct control over the affairs of the City and personnel, Martel will appoint a duly qualified person to perform the necessary duties of City Manager during that period of absence.

Sec. 3.2. The Parties further agree that if Martel suffers from a disability that results in an absence from work, the Board may appoint, at its sole discretion, a duly qualified person to perform the duties of the City Manager during that period of disability.

Section 4. Performance Evaluation and Benefits.

Sec. 4.1. **Performance Review**. The Parties agree that the Board may, but is not required to, conduct a public meeting at such times the Board deems appropriate or necessary to review and evaluate the performance of Martel as City Manager. The Parties further agree that: (1) irrespective of any decision by the Board to conduct or not conduct a public meeting pursuant to this Section, Martel will meet individually with each member of the Board on or before June 30 of each year of this Agreement to receive comments, recommendations, assessments and critiques regarding the performance of Martel as City Manager; and (2) this Section shall not be construed as exempting the Parties from any provision of the Nevada Open Meeting Law, codified as NRS chapter 241.

Sec. 4.2. **Miscellaneous Benefits**. The Parties agree that except as otherwise provided or otherwise inconsistent with the terms and conditions set forth in this Agreement, Martel is entitled to any cost sharing, payment or other benefit provided in relation to PERS contributions, holidays, retirement, insurance and leave benefits, as set forth in the Unclassified Resolution. Until Martel reaches eligibility for insurance benefits after the commencement of employment under this Agreement, the City shall pay directly to Martel as part of his salary, subject to any applicable withholdings, the amount that the City would normally have paid as the City's contribution for the purchase of insurance coverage for Martel and his dependents, if any. The Parties further agree that at the end of each fiscal year, Martel will be paid for accrued management leave that has not been used, payable in an amount not to exceed 40 hours.

Sec. 4.3. **Automobile Allowance**. The City agrees to pay Martel an annual automobile allowance of $3,900.00, payable in bi-weekly installments concurrently with regular payroll installments for salary. The Parties further agree that this allowance does not include and is in lieu of any mileage reimbursement benefit.

Sec. 4.4. **Equipment and Phone Allowance**. The City agrees to provide to Martel all equipment, including, without limitation, computer equipment and software, reasonably necessary for Martel to perform the essential functions of the City Manager position, subject to and in accordance with all applicable City policies for the provision of such equipment. The City further agrees to pay Martel an annual cell phone allowance of $960.00, payable in bi-weekly installments concurrently with regular payroll installments for salary.

Section 5. Hours of Work.

The Parties recognize and agree that as the City Manager, Martel must devote a great deal of time outside the normal office hours to the affairs of the City, and to that end Martel is authorized to take periodic time off for personal matters during the day and to work occasionally from home as reasonably appropriate or necessary. Martel agrees to maintain at all times his electronic communication link with the City while taking such liberties during normal office hours.

Section 6. Dues and Contributions.

The City agrees to budget and to pay for reasonable professional dues and subscriptions of Martel necessary for continued membership in associations and organizations necessary and desirable for the continued professional growth and advancement of Martel as such growth and advancement relates directly to the position of City Manager. The Board reserves the right to review any such expenses on a periodic basis to ensure the reasonableness of any payments.

Section 7. Professional Development.

The City agrees to budget and pay for reasonable travel and subsistence for Martel as may be necessary for official travel to meetings and other events as such travel relates directly to the position of City Manager. The Board reserves the right to review these expenses on a periodic basis to ensure reasonableness of any payments and the necessity or appropriateness of any such travel. Martel agrees to comply at all times with City travel policies.

Section 8. General Expenses.

The City recognizes that certain expenses of a non-personal and job-affiliated nature may be incurred by Martel in relation to the duties and responsibilities of City Manager, and hereby agrees to reimburse or to pay for such expenses in accordance with existing City policies. The Board reserves the right to review these expenses on a periodic basis to ensure the reasonableness of any payments.

Section 9. Termination and Resignation.

Sec. 9.1. **At-Will Employment.** Notwithstanding any other provision provided herein, Martel expressly accepts and agrees that this Agreement does not in any way modify the nature of Martel's employment as an at-will employee. Martel further agrees that the terms and conditions set forth in this Agreement are solely for the purpose of establishing general duties of the Parties and terms related to salary, benefits and conditions pertaining to separation from employment. Although the Board may terminate Martel at any time, with or without cause, the Board shall, as a courtesy to Martel, provide not less than 90 calendar days' notice to Martel if the termination is without cause unless the Board decides to provide severance pay pursuant to Section 9.3 of this Agreement in lieu of providing notice. If cause exists for termination, including, without limitation, misappropriation or embezzlement of public property or funds, a conviction of any crime involving violence or moral turpitude, a conviction of a felony, a willful refusal or persistent inability to fulfill the duties of the City Manager, or a material violation of any term of this Agreement, Martel may be terminated at any time without notice.

Sec. 9.2. **Obligations after Separation from Employment.** Martel agrees that in the event of separation from employment, Martel must promptly and immediately return to the City all property owned by the City and in the possession of Martel. Martel further agrees to cooperate fully with the City in its defense of or other participation in any administrative, judicial or other proceeding arising from any charge, complaint or other action that has been or may be filed.

Sec. 9.3. **Severance.** The Parties agree that in the event of Martel's separation from employment, the City will pay Martel for all accrued, unused leave that is required to be paid in accordance with the provisions set forth in the Unclassified Resolution. If termination is for cause, there will be no severance pay owed to Martel. If termination is without cause, the Board may, at its sole discretion, provide to Martel a severance payment in lieu of the 90 calendar days' notice that is required to be given to Martel pursuant to Section 9.1 of this Agreement. The Parties agree that such severance: (a) will be in the amount equal to 90 days of base salary otherwise payable to Martel, including applicable PERS contributions, at the rate of pay to which Martel is entitled at the time of termination; and (b) is payable in one lump sum unless otherwise agreed to by the Parties.

Sec. 9.4. **Resignation.** Martel expressly recognizes and agrees that the position of City Manager is critical to the proper functioning of the City as a local governmental entity, and therefore it is imperative to the City that reasonable notice be provided to the Board before voluntary resignation by Martel. Accordingly, Martel agrees that unless as otherwise waived by the Board, Martel shall provide not less than 30 calendar days' notice to the City of the intent to resign.

Sec. 9.5. **Termination by Death.** The Parties agree that employment shall terminate automatically upon death. In the event of death, the City shall pay to Martel's beneficiaries or estate, as applicable, any compensation due and owing at the time of death, and shall further pay in a lump sum the amount of Martel's salary and benefits, including PERS contributions, through the second full month after death. Thereafter, all obligations of the City under this Agreement for payment of compensation shall. Nothing in this provision shall be construed to affect any entitlement of Martel's heirs to the benefits of any life insurance plan or other applicable benefits.

Sec. 9.6. **Termination by Disability.** The Parties agree that if Martel is unable to perform the essential functions of City Manager with a reasonable accommodation pursuant to the American with Disabilities Act for a period of more than ninety (90) work days in the aggregate in any twelve-month period, then, to the extent permitted by law, the City may terminate Martel's employment. In that event, the City shall pay to Martel all compensation to which Martel was entitled through the last day of the month in which the 90th day of incapacity occurs, including compensation for any accrued and unused leave benefits otherwise payable to an unclassified employee pursuant to the Unclassified Resolution. Thereafter, all of the obligations of the City under this Agreement shall cease. Nothing in this provision shall be construed to affect Martel's rights under any disability plan in which Martel may be a participant.

Sec. 9.7. **Cooperation in Pending Work.** Martel agrees that following the expiration of the Initial Term of this Agreement and any Subsequent Monthly Term, Martel will fully cooperate with the City in all matters relating to the transition of pending work of Martel made on behalf of the City and the orderly transfer of duties to Martel's successor as City Manager. Martel further agrees to cooperate in the defense of any action brought by a third-party against the City that relates in any way to Martel's acts or omissions while employed by the City. If Martel's cooperation in the defense of any such action requires

more than ten (10) hours of Martel's time, the Parties will mutually agree on appropriate remuneration for such time and any related expense.

Section. 10. Duty to Defend.

The Duty to Defend is subject to the requirements and conditions of NRS chapter 41. The District Attorney shall provide for the defense, including the defense of cross-claims and counterclaims, in any civil action brought against the City Manager based on any alleged act or omission relating to Martel's public duties or employment if:

(1) Within 15 days after service of a copy of the summons and complaint or other legal document commencing the action, Martel submits a written request for defense to the District Attorney; and
(2) The District Attorney determines that the act or omission on which the action is based appears to be within the course and scope of public duty or employment and appears to have been performed or omitted in good faith.

Section 11. General Provisions.

Sec. 11.1. **Notices.** All notices or other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand or mailed, postage prepaid, by certified or registered mail, return receipt requested, and addressed to the City and to Martel. Martel's address is set forth in the employment records Martel is required to provide to the Human Resources Department. Each Party agrees to notify the other of any change in address. Notice of change of address shall be effective only when made in accordance with this provision.

Sec. 11.2. **Entire Agreement.** This Agreement is intended to be the final, complete, and exclusive statement of the terms of Martel's employment by the City. This Agreement supersedes all other prior and contemporaneous agreements and statements pertaining in any manner to the employment of Martel, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the City, now or in the future, apply to Martel and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

Sec. 11.3. **Amendments, Waivers.** This Agreement may not be modified or amended except by an instrument in writing, signed by Martel and by a duly authorized representative of the City after Board approval. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

Sec. 11.4. **Severability; Enforcement.** In any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this

Agreement and such provisions as applied to the parties hereto, or other persons, places and circumstances shall remain in full force and effect.

Sec. 11.5. **Governing Law.** The validity, interpretation, enforceability and performances of this Agreement shall be governed by and constructed in accordance with the laws of the State of Nevada.

Sec. 11.6. **Arbitration.** Any claim or controversy between Martel and the City arising under or in connection with this Agreement shall be settled by arbitration in accordance with the then current Employment Dispute Resolution Rules of the American Arbitration Association and shall be the exclusive remedy for all disputes including, but not limited to, Martel's compensation. The Parties agree that arbitration shall be held in or near Carson City, Nevada, and the arbitrator shall have authority to award or grant legal or equitable remedies. The Parties shall bear equally the cost of the arbitrator. The decision of the Arbitrator shall be final and binding. This Agreement to arbitrate survives termination of Martel's employment. In any dispute arising under or in connection with this Agreement, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

Sec. 11.7. **Residence.** Unless waived by the Board for hardship or other extenuating circumstances, Martel must reside within the jurisdictional boundaries of Carson City as described in Art. 1, Sec. 1.030 of the Charter, during the term of this Agreement.

Sec. 11.8. **Acknowledgment of Parties.** The Parties acknowledge that they have consulted with or have had the opportunity to consult with independent counsel of their own choice concerning this Agreement, and that they have read and understand this Agreement, are fully aware of its legal effect, and have entered into it freely based on their own judgment and not on any representations or promises other than those contained in this Agreement.

Sec. 11.9. **Counterparts.** This Agreement may be executed in separate counterparts, which together shall be deemed as one integrated agreement.

(the remainder of this page left intentionally blank;
signatures to follow on the next page)

DRAFT

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its Clerk-Recorder, and Martel has signed and executed this Agreement, all on the day and year first set forth herein.

EMPLOYEE:

Glen Martel

_____ _____
Signature Date

CARSON CITY:

201 N. Carson St., Ste. 2
Carson City, Nevada 89701

Lori Bagwell
Mayor

_____ _____
Signature Date

APPROVED AS TO FORM:

_____
J. Daniel Yu, Assistant District Attorney

ATTEST:

_____
William Scott Hoen, Clerk-Recorder

DRAFT

STAFF REPORT

Report To: **Meeting Date:** June 5, 2025

Staff Contact:

Agenda Title: March 6, 2025

Agenda Action: Formal Action / Motion **Time Requested:**

Proposed Motion
I move to approve the minutes for March 6, 2025.

Board's Strategic Goal

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Attachment(s):
03-06-2025 Minutes (BOH).pdf

Motion: _____ 1) _____ Aye/Nay
2) _____ _____
_____
_____
_____
_____

_____
(Vote Recorded By)

DRAFT

A meeting of the Carson City Board of Health was held during the regularly scheduled Carson City Board of Supervisors meeting on Thursday, March 6, 2025, in the Community Center Robert "Bob" Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT:
Chairperson Colleen Lyons
Vice Chair Stacey Giomi
Member Lori Bagwell
Member Ken Furlong
Member Curtis Horton
Member Lisa Schuette
Member Maurice White

STAFF:
Nancy Paulson, City Manager
Stephanie Hicks, Deputy City Manager
Dan Yu, Assistant District Attorney
Tamar Warren, Senior Deputy Clerk

NOTE: A recording of these proceedings, the board's agenda materials, and any written comments or documentation provided to the Clerk during the meeting are part of the public record. These materials are on file in the Clerk's Office and available for review online at https://www.carson.org/government/city-meetings.

16-17. CALL TO ORDER - BOARD OF HEALTH AND ROLL CALL

(10:28:05) – Chairperson Lyons called the Board of Health meeting to order. Ms. Warren called roll and noted the presence of a quorum.

18. PUBLIC COMMENT

(10:28:40) – Chairperson Lyons entertained public comments; however, none were forthcoming.

19. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – DECEMBER 5, 2024

(10:29:00) – Chairperson Lyons introduced the item and entertained comments, corrections, and/or a motion.

(10:29:06) – Vice Chair Giomi moved to approve the minutes of the December 5, 2024, Board of Health meeting as presented. The motion was seconded by Member Schuette and carried 7-0-0.

(10:29:40) – Chair Lyons stated that item 20.c would be heard prior to item 20.a

20. HEALTH AND HUMAN SERVICES

DRAFT

20.a FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REPORT, INCLUDING PROPOSED ACCEPTANCE OF THE REPORT, FROM CARSON CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES ("CCHHS") DIRECTOR NICKI AAKER CONCERNING CCHHS ACTIVITIES BETWEEN OCTOBER 1, 2024, AND DECEMBER 31, 2024.

(10:57:45) – Chairperson Lyons introduced the item. CCHHS Director Nicki Aaker announced that the Strategic Plan would return to the Board in June 2025 for approval/adoption. She also reviewed the CCHHS Director's Report, incorporated into the record, and responded to clarifying questions. Ms. Aaker highlighted the following excerpt from her report: *"Welcome to Toni Orr, Clinical Services Division Manager. Toni has worked at CCHHS as the Tobacco Prevention and Control Program Coordinator and assisted with the COVID response. She left CCHHS, obtained her master's in nursing. Was hired back as a Public Health Nurse and in November was promoted to the Manager."* A great success story, according to Ms. Aaker, was to have Epidemiology staff coordinate care for four pregnant individuals to receive appropriate treatment for syphilis. She also noted that per this Board's request, collaboration of non-profit organizations receiving the City's American Rescue Plan Act (ARPA) funding and CCHHS will be discussed at a future meeting. According to Ms. Aaker, the clinic will no longer be closed for lunch. Member Schuette thanked Ms. Aaker for the outreach efforts at the Juvenile Detention Center and in the School District.

Ms. Aacker announced that the Vector Control Technician had been working on updating internal processes for our upcoming mosquito abatement season for better results. She also encouraged flu shots, handwashing, and staying home when sick because of the high respiratory infection season now. Lastly, Ms. Aaker announced her upcoming retirement on May 29, 2025, as she thanked the CCHHS Staff and vowed to continue supporting behavioral health in Carson City. Member Furlong congratulated Ms. Aaker on her outstanding job, under difficult circumstances. Vice Chair Giomi thanked her as well and noted that she was leaving the organization in better condition than when she started. Chair Lyons praised Ms. Aaker's efforts nationally and statewide. She also commented on the de-escalation training, calling it "very good," and believed that the Boonanza event was an effective outreach mechanism. Chair Lyons announced a 50 percent decrease in COVID cases from last year.

(11:34:14) – Member Bagwell moved to accept the Director's report as presented. The motion was seconded by Member Horton.

RESULT:	**APPROVED (7-0-0)**
MOVER:	Member Bagwell
SECONDER:	Member Horton
AYES:	Members Bagwell, Furlong, Horton, Schuette, White, Vice Chair Giomi, Chair Lyons
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

20.b FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REPORT, INCLUDING PROPOSED ACCEPTANCE OF THE REPORT, FROM CARSON CITY HEALTH OFFICER ("HEALTH OFFICER") DR. COLLEEN LYONS CONCERNING HEALTH OFFICER ACTIVITIES BETWEEN OCTOBER 1, 2024, AND DECEMBER 31, 2024.

DRAFT

(11:34:45) – Chairperson Lyons introduced the item, reviewed her report, which is incorporated into the record. There were no Board comments; therefore, she entertained a motion.

(11:35:39) – Vice Chair Giomi moved to accept the Health Officer's report as presented. The motion was seconded by Member Bagwell.

RESULT:	**APPROVED (7-0-0)**
MOVER:	Vice Chair Giomi
SECONDER:	Member Bagwell
AYES:	Members Bagwell, Furlong, Horton, Schuette, White, Vice Chair Giomi, Chair Lyons
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

20.c FOR DISCUSSION ONLY: DISCUSSION AND PRESENTATION OF THE CARSON CITY HEALTH AND HUMAN SERVICES ("CCHHS") STRATEGIC PLAN BY ARC DOME STRATEGIES, LLC.

(10:30:05) – Chairperson Lyons introduced the item. Ms. Aaker introduced consultant Caleb Cage of Arc Dome Strategies, LLC. Mr. Cage reviewed the Carson City Health and Human Services Strategic Plan, which is incorporated into the record, and responded to clarifying questions. Chair Lyons stressed the importance of community outreach. She also supported the efforts to "build and sustain a community-wide coalition of all service providers." Chair Lyons encouraged engagement with local businesses, philanthropy, service, advocacy, and other organizations to explain what public health is and how it benefits the local community.

(10:52:49) – Member Schuette agreed that CCHHS needs to prevent becoming irrelevant to the community as service needs evolve and expand. Member Bagwell believed in aligning with the City processes as well. There were no additional comments. This item was not agendized for action.

20.d FOR DISCUSSION ONLY: DISCUSSION AND PRESENTATION REGARDING THE CARSON CITY STREET OUTREACH PROGRAM.

(11:35:42) – Chairperson Lyons introduced the item. Ms. Aaker reviewed the Staff Report and introduced Carson Karma Corp, the City's Street Outreach Program. She, along with Human Services Case Manager Christie Contreras, also reviewed a PowerPoint presentation, incorporated into the record. They highlighted and praised the collaboration between the Carson City Mobile Outreach Safety Team (MOST) and CCHHS and responded to clarifying questions. Member Bagwell requested totals on the homeless data. She was also informed that the individuals had self-reported the information by coming into the CCHS for services. Ms. Contreras outlined the encampment cleanup process and stated that they were looking to better collaborate with local businesses. Vice Chair Giomi recommended working with the City's Parks Division as well. Member Horton was informed that encampments may be reported via Carson Connect. Discussion ensued regarding the few individuals who choose not to be housed, and Ms. Aaker explained that they offer life skills classes to educate them on how to read a lease

DRAFT

or live with others. Ms. Contreras stated that in the future, data will be shared regarding accessing other services such as FISH; however, those using their dining room services may not be included. Member Furlong and Vice Chair Giomi expressed concerns that many outside the urban Carson City area may have been missed. Member Schuette suggested looking into data on services provided by other organizations, such as the Ron Wood Family Center, to identify overlaps and gaps. Member Horton inquired about job training, and Ms. Aaker stated that an individual is working on connecting with local businesses and helping with job training. Member Giomi suggested identifying those who have refused to be helped and providing them with other alternatives, or leaving the community. This item was not agendized for action.

23. PUBLIC COMMENT

(12:31:43) – Chairperson Lyons entertained final public comments. Mr. French recommended watching a documentary called To Die For, which addresses allergies to food dyes. He also suggested having an environmental health professional assess environmental hazards, such as venting indoor artificial turf.

24. FOR POSSIBLE ACTION: TO ADJOURN AS THE BOARD OF HEALTH

(12:35:22) – Chairperson Lyons adjourned the meeting at 12:35 p.m.

The Minutes of the March 6, 2025, Carson City Board of Health meeting are so approved on this 5th day of June, 2025.

_____
DR. COLLEEN LYONS, Chair

ATTEST:

_____
WILLIAM SCOTT HOEN, Clerk-Recorder

STAFF REPORT

Report To: Board of Health **Meeting Date:** June 5, 2025

Staff Contact: Jeanne Freeman, Director, Health and Human Services

Agenda Title: For Possible Action: Discussion and possible action regarding a report from Carson City Health Officer ("Health Officer") Dr. Colleen Lyons concerning activities between January 1, 2025, and March 31, 2025. (Jeanne Freeman, jmfreeman@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** 15 minutes

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Proposed Motion
I move to accept the report as presented.

Board's Strategic Goal
Quality of Life

Previous Action
December 19, 2024 (Item 13.A) – The Board of Supervisors reappointed Dr. Colleen Lyons as the Health Officer for a two-year term effective January 1, 2025, through December 31, 2027.

Background/Issues & Analysis
The Health Officer's report outlines the activities of the Health Officer between January 1, 2025, and March 31, 2025, including meetings attended, actions taken on behalf of Carson City Department of Health and Human Services ("CCHHS"), policy review and trainings attended.

Direction is requested from the Board of Health regarding the Health Officer's report concerning activities in which the Health Officer is engaged, both internally and externally, for CCHHS.

Applicable Statute, Code, Policy, Rule or Regulation
N/A

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives
Do not accept the report and/or provide alternative direction.

Attachment(s):
Health Officer's Report 6.5.2025.pdf

CALM Communication.pdf

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

20APR2025

Carson City Health Officer Report

Carson City Board of Health Meeting 05JUN2025

Health Officer Activities: 1st Quarter of 2025

- CCHHS Division Managers' meetings: 2/25, 3/3, 3/17, 3/31
- Quad-County Coalition meeting: 1/14 - a) Nevada Hospital Association presented on how HIPAA privacy requirements remain strict even in Mass Casualty Incidents (MCI) like the Harvest Festival mass shooting in Las Vegas. b) The new Hazard Risk assessment tool had a greater utilization than the prior tool and is less subjective. The tool was noted to provide better detail in the compiled reports and allows for easier data input and comparisons going forward. c) Loss of Power Tabletop action summary reviewed.
- Behavioral Health Task Force (BHTF): 1/15 - a) Northern Nevada Behavioral Health Board report and overview of legislative bills and a few BDR's. It was noted there were fewer bills and BDR's than in prior sessions for mid-January. b) Brief presentation by a Nevada DHHS outreach/program specialist regarding multiple state welfare programs for children, teens, adults and seniors. c) CCSD reported having become a model for incorporating behavioral health assessments and interventions for students in K-12 throughout the smaller school districts in Nevada. Also, student attendance has increased in the vast majority of CCSD schools. 2/19, 3/19
- Nevada County Health Officers' 1st meeting to be facilitated by Nevada State Association of County and City Health Officials (SACCHO) is to be scheduled in the 2nd quarter of 2025.
- Chaired Sexual Assault Response Team (SART) meeting: 1/23 - a) SANE (Sexual Assault Nurse Examiner) kit and forms were reviewed with SART committee by one of Carson City's certified examiner. Additionally, it was noted that pertinent educational materials are provided to victims for instructions and possible concerns after the exam is completed. b) Sexual Assault Response Advocates (SARA) process funding forms, counseling referrals and make follow-up calls to victims to check whether they have any subsequent needs associated with the assault. c) The issue of an increasing number of strangulation victims was noted and discussion was held regarding educating Carson City Sheriff Detectives and subsequently Deputies to the signs, symptoms and concerns of strangulation, a category C felony in Nevada. The Carson City SANE examiner will coordinate with the Detective Sergeant about providing an educational program to Carson City's sexual assault investigators. d) Dr. Lyons, as the chair of SART, will create an educational letter with resources to be provided to Carson Tahoe Hospital ER and Carson City EMS regarding signs, symptoms and potential consequences of strangulation. e) Committee will also look to develop an educational one-pager for victims about the risks of strangulation and late symptoms that require medical evaluation to assess for the risk of stroke. e) Given the remodeling occurring at the old hospital to accommodate the new youth inpatient behavioral health unit, access to the SANE exam room has been blocked. In subsequent discussions it is believed that SANE exams would be better provided at the CCHHS clinic and allow for Point-of-Care (POC) testing for syphilis and HIV as

well as introduce victims to additional resources and recommended follow-up testing that is provided by the clinic.
- Attended Nevada Public Health Association (NPHA) Advocacy meetings: 1/16, 2/21, 3/7, 3/14, 3/21, 3/28. And NPHA Legislative Day at the Legislature Building 2/24.
- Attended State Budget Advocacy Training - 1/16
- Attended Nevada Public Health Institute (NPHI) conference at Carson Valley Inn - 2/25
- Average of 8 hours per month in review of CCHHS emails, CDC Health Alert Network (HAN) and Clinician Outreach and Communication Activity (COCA), Trust Fund for America's Health (TFAH), Public Health Communication Collaborative, Nevada Department of Public & Behavioral Health (DPBH) emails and technical bulletins, Nevada Hospital association weekly reports

Clinical Oversight/Consultation and Policy Input
- Consultation: a) Multiple calls and care coordination efforts for a Carson City resident with possible active TB affecting his vision, required sub-specialty evaluation at the University of Utah (UoU) Eye Foundation. b) Multiple LTBI medical records reviewed for appropriate documentation, treatment and follow-up by CCHHS Public Health Nurses. No significant findings were found, including for clients that refused LTBI treatment to prevent active infection. c) Possible case of neurosyphilis - determined to be an adequately treated prior syphilis infection. d) Treatment questions regarding a positive TB test and possible active TB. Subsequently determined to be Latent TB only and treatment started by patient's community physician.

Training and Education
- UNR Project ECHO: Diabetes Care - 1/9, 1/16, 1/30, 2/6. Pediatric Care - Feeding, Eating & Nutrition 2/13, Growth 2/20, Reportable Child Maltreatment 3/13. Rheumatology - Systemic Sclerosis 2/27. Nevada State Public Health Lab - Hep A, B, C & D tests & interpretation 2/27; Syphilis and Herpes tests & interpretation 3/27. Ageism and Health Literacy 3/18
- Governor's State of Nevada Legislative Address: 1/15
- Nevada Physician Wellness Coalition (NPWC): 1/16 - Highly Sensitive Persons. Over 20% of people have this innate trait. A similar percentage is found in over 100 species, because high sensitivity is a survival strategy. Psychological finding first described by Dr. Elaine Aron, a research and clinical psychologist, in her book: "The Highly Sensitive Person" published in 1995 and updated in 2020.

- Supplemental Public Health Information attached:
  The CALM Approach to Communicating in Times of Uncertainty (attached)

The CALM Approach to Communicating in Times of Uncertainty

To be a trusted public health communicator in times of uncertainty, you need to make good choices about what, when, and how to communicate. Whether you're speaking at an event or drafting a social media post, using the CALM approach can help you establish and maintain your role as a trusted, reliable source of public health information in your community—especially in times of uncertainty.

C

Connect to create trust now, before uncertainty arises.

The time to build trust is not during a crisis. To be trusted about issues that are complex and evolving, work to build relationships by reaching out to community partners, learn where and how they get their health information, and regularly share information with them. The deeper and more meaningful your audience connections are, the better the chance your messages will be trusted during times of uncertainty.

A

Acknowledge what you know and what you don't, and that it may change.

As public health issues occur and evolve, be clear that you are sharing information and guidance based on the facts at the moment. It's important to say that you don't have all the information you wish you had and that information is still being gathered. Importantly, let people know that as the facts change and new information becomes available, your guidance may also change and you will share updates as soon as you are able.

L

Lead with individual choice, so people are invested in outcomes.

Telling someone they must do something can lead to resistance or pushback. People prefer to be presented with information and options so that they can decide what is best for them and their families. When possible, consider sharing recommended actions along with the individual and community-level consequences of choosing to take or not take the actions. Individual ownership of the choice may help the person feel more connected to the potential benefit for them and their community.

M

Maintain consistency, composure, and commitment in your messaging, to reassure your audience.

When uncertainty rises, people are drawn to the people and things that can provide stability and reassurance in their lives. Providing information in a similar format, from the same person, and at the same time of day can help convey a sense of regularity that is often lacking in uncertain times. The tone of your messages should signal composure as well. Differences in tone can show frustration or annoyance, things your audience may already be facing on their own. And if you say that an update is coming or new information will be available, be sure to keep your commitments.

For more information, consider de Beaumont Foundation's blog, "Communicating in Times of Uncertainty: This Messaging Can Help."

As you use the CALM approach, continue to assess the level of uncertainty around a situation.

- What is the pace at which facts are changing?
- What is the volume of unanswered questions?
- Is the uncertainty shifting into other areas of public health?
- Is the impact of the uncertainty likely to extend for a period of time?

How you answer these questions can help you determine how to maintain or adjust your CALM approach over time.

Resources referenced in the creation of this tool:

- Polling and focus groups conducted September-November 2023 by Frank Luntz for the de Beaumont Foundation and the CDC Foundation
- "Healthy Communication" and "Healthy Communication, Part 2" by Carrie Fox, Founder and CEO of Mission Partners, LLC

PUBLIC HEALTH COMMUNICATIONS COLLABORATIVE

PublicHealthCollaborative.org

STAFF REPORT

Report To: Board of Health **Meeting Date:** June 5, 2025

Staff Contact: Jeanne Freeman, Director, Health and Human Services

Agenda Title: For Possible Action: Discussion and possible action regarding a report from Jeanne Freeman, Director of Carson City's Department of Health and Human Services ("CCHHS"), concerning department activities between January 1, 2025, and March 31, 2025, and other ongoing activities. (Jeanne Freeman, jmfreeman@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** 20 minutes

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Proposed Motion
I move to accept the report as presented.

Board's Strategic Goal
Quality of Life

Previous Action
N/A

Background/Issues & Analysis
The CCHHS Director's report contains program highlights and requests to the Board of Health, Department and division successes, a preliminary influenza severity report, trending health topics, public outreach activities, and public health infrastructure updates.

Applicable Statute, Code, Policy, Rule or Regulation
N/A

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives
Do not accept the report and/or provide alternative direction.

Attachment(s):
Directors Report V4- Final.pdf

Director's Report PPT_Final.pdf

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

DIRECTOR'S REPORT

CARSON CITY HEALTH & HUMAN SERVICES

JUNE 5

2025

Quarter 1 Updates

January – March 2025

Presented By:

Jeanne Freeman

Director, PhD, CHES

Prepared in collaboration with CCHHS staff

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CARSON CITY HEALTH & HUMAN SERVICES

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Highlights & Department Successes

Back-to-School Vaccines

Carson City Health and Human Services (CCHHS) will provide walk-in back-to-school vaccine clinics on August 7th, 8th, 11-15th, 18th, and 19th. The Clinic is also available for walk-in vaccines on Thursdays from 8:15 am to 4:00 pm.

Vector Control

CCHHS' Vector Control Technician and Environmental Health Division have been working diligently to address the upcoming mosquito season by updating our laboratory facilities for species identification, tracking geospatial data of case numbers and locale from an online complaint forum, and implementing new evidence-based methods for mitigation. CCHHS will also be engaged in community awareness to increase community knowledge and understanding of how residents can mitigate against mosquitoes.

E-Cornell Cohort

Six CCHHS staff have been selected to participate in Cornell University's Public Health Essentials training course, running from April 30 through August 12, 2025. This opportunity will provide staff with foundational knowledge in key areas of public health practice and policy, strengthening our Department's capacity to serve the community. This course, which typically costs $3,000 per student, is offered at no cost to the agency. This training also allows staff to collaborate with others in the public health workforce from around the country.

Summary of Significant Division/Program Successes

- The Fiscal Division has received accolades for thoroughness and documentation practices provided during subgrantee site visits. Grantors complimented the Fiscal Division for the accuracy and ease of understanding of the required requests for reimbursements, and the quick response to any corrections or clarifications requested by the grantor. These compliments speak to the level of professionalism and the quality of work done by CCHHS' Fiscal Division.

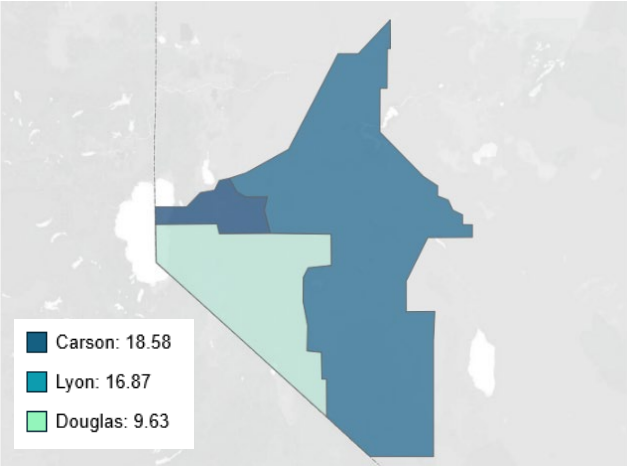
- Through Senate Bill (SB) 118 investments, CCHHS has partnered with Carson City Parks, Recreation, Open Space (PROS) to connect Carson City Youth with exciting recreational programming that promotes health and wellness. Through this partnership, we are supporting an innovative swimming lesson program with third-grade students to expose youth to swimming and help prevent drowning. Additionally, the investment is supporting the ski program that gives youth access to an activity where they may otherwise face barriers that prevent participation.

"My daughter says it is really fun going skiing, that she likes the lessons and going with other kids and friends. This program is allowing her to improve her skiing and to ski more times this season than we otherwise could afford. I think it is great for getting kids outside, physically active, and socializing. Thank you to the Parks and Recreation and Health and Human Services Departments for offering this program!"

Influenza Severity Report

Health Status

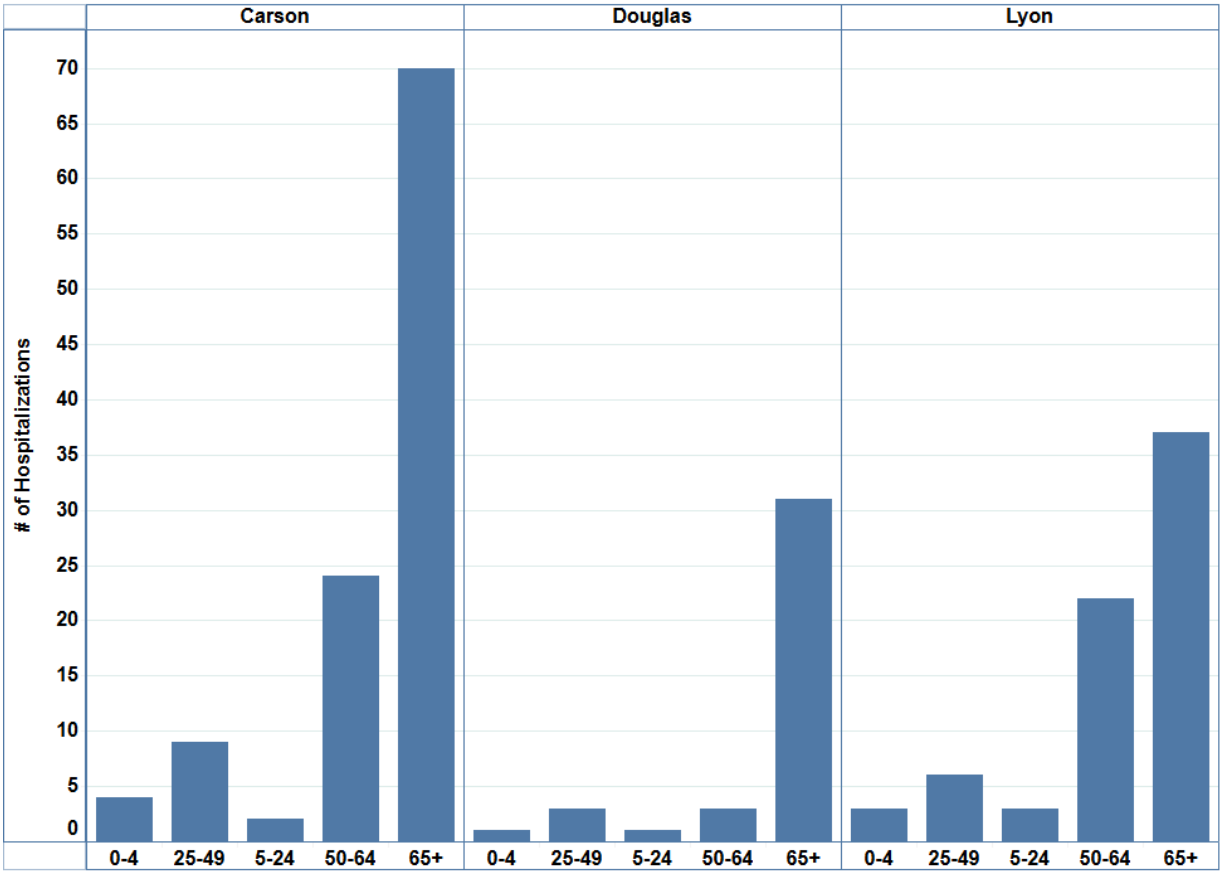
The Epidemiology Division has been conducting enhanced surveillance for Carson City, Lyon, and Douglas Counties during the respiratory illness season, which spans from October to mid-May. Thus far, the 2024-2025 influenza season is the first to be classified as high severity since the 2017-2018 season. This is based on three key indicators: rates of influenza-like illness (ILI), influenza-associated hospitalizations, and influenza-related deaths.



Rate of ILI Cases per 1,000 from Oct 13, 2024 to March 31, 2025

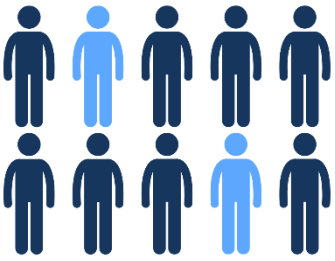
Among the total 2,662 ILI cases in Carson City, Lyon, and Douglas Counties, 2,612 residents tested positive for influenza from October 13, 2024, to March 31, 2025.

# of Hospitalized Flu Cases by County and Age Group



Of those with a positive influenza diagnosis from October 13th, 2024, to March 31st, 2025, **219** were hospitalized. This is already a **161% increase** in hospitalizations compared to the previous year's entire respiratory illness season. Additionally, eight out of ten individuals hospitalized so far this season are unvaccinated.

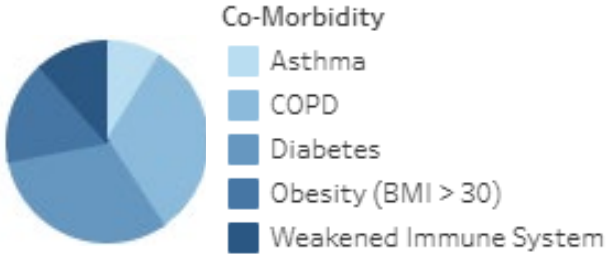
Risk Factors for Influenza



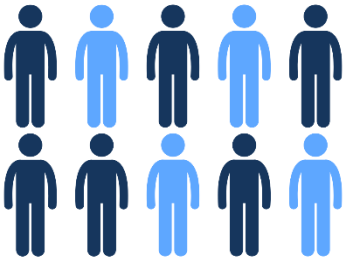
8 out of 10 hospitalized individuals had a comorbidity!

Comorbidities are the biggest contributing factor to hospitalizations so far this respiratory season, where 82% of all hospitalized individuals have an existing comorbidity. The most common comorbidities present were Diabetes and Chronic Obstructive Pulmonary Disease (COPD), where individuals hospitalized were two times more likely to have these conditions than others.

If unvaccinated, individuals with a comorbidity are 3.5 times more likely to be hospitalized than if they are vaccinated. The likelihood of severe outcomes occurring, such as hospitalization, Intensive Care Unit (ICU) visits, and ventilator use, also significantly increases for those over 50 years of age, who also tend to experience much higher rates of co-morbidities.

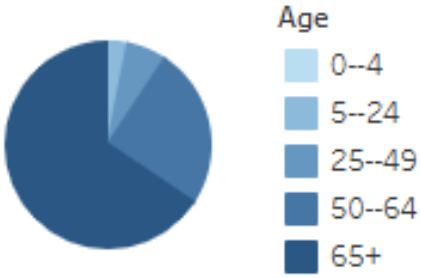


# of hospitalized flu cases with a comorbidity by type of condition



6 out of 10 hospitalized individuals were 65+ years old

Age is a risk factor for ILI diagnoses and severe influenza outcomes. Among the 42 vaccinated hospitalized individuals, 85% are 50+ years old. Additionally, ICU admissions and ventilator use occur more often among those 65+ years old. So far this season, the 65+ age group is two times more likely to require a ventilator and 1.5 times more likely to be admitted to the ICU. This specialized care contributes to the costliness of ILI hospitalizations for Carson City residents, thus showing the importance of vaccination and personal prevention strategies.



# of ICU admissions by age

Specifically, Carson City hospitalizes one out of every two residents with influenza (50%), which is the highest hospitalization rate in the surveillance region. Carson City also has the lowest vaccination rate this season in the surveillance region compared to previous years. Additionally, low vaccination rates are seen among high-risk individuals, such as those with co-morbidities and those 50+ years old. Age, vaccination status, and comorbidities are impacting hospitalization rates, and outcomes worsen when these factors are compounded.

Community Action and Impact

Flu severity can be reduced with a vaccine. Thus, it is crucial for Carson's vulnerable population to have access to vaccines. CCHHS works in partnership with schools and the Senior Center to create additional access points for vaccination through their community outreach efforts. The CCHHS Clinic offers walk-in vaccination services every Thursday from 8:15 am to 4:00 pm. Additionally, the CCHHS Clinic collaborates with Meals-on-Wheels to provide flu vaccines for homebound Carson City seniors.

With May being the end of the respiratory season, CCHHS will gather complete data and put together

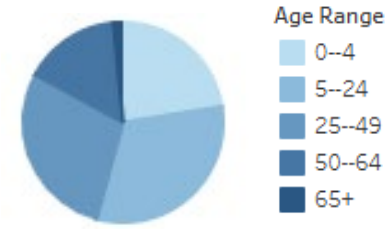
a full respiratory report, to include cost savings and return on investment (ROI) for vaccination, and present the report to the Board of Health at a later meeting. This will help to tailor evidence-based strategies for vaccine implementation and additional prevention strategies.

Trending Health Topics Update

Measles

In response to the recent measles outbreaks and cases in 30 States, CCHHS has launched a public awareness campaign that includes billboard and pre-movie vaccination advertisements. Additionally, we have developed and distributed comprehensive informational materials for both healthcare providers and the public, including fact sheets, measles education, provider guidance, and decision trees to support informed decision-making and early detection.

Due to rising concerns and surveillance efforts, CCHHS is working with the State Office of Analytics to track total measles, mumps, rubella (MMR) vaccination rates in Carson and will continue to implement data-driven interventions as a result.



# of CCHHS Clinic-administered MMR vaccines by age group

So far in 2025, CCHHS' Clinic has administered a total of **129** MMR vaccines. We will continue to track our organizational vaccine rates to determine the effectiveness of our awareness campaigns and the agency's contribution to Carson City's vaccinated population.

Surveillance, Mitigation, and Prevention

Hantavirus

People can contract hantavirus from exposure to rodent droppings, urine, and saliva or through bites or scratches. Hantavirus may lead to Hantavirus Pulmonary Syndrome (HPS), which can cause serious illness or death.

In the U.S., hantavirus is commonly spread by the deer mouse. The risk of hantavirus exposure increases when people are cleaning out areas where rodents have been, like sheds or garages.

As residents are making their spring-cleaning task lists, CCHHS wants to remind all residents to be mindful of potential exposure and know what steps they can take to protect themselves.

Mosquito Abatement Underway

Carson City and northern Nevada are addressing the challenges of the upcoming mosquito and tick season with agility, scientific rigor, and community engagement. CCHHS launched a complaint portal so the Environmental Health and Epidemiology Divisions can track down areas of high activity and target mitigation efforts. As we move into mosquito season, traps have been upgraded and are organized into six rotating zones to efficiently target high-risk areas and balance operational costs. We are actively pursuing federal grants to acquire testing machines and modern microscopes, which will reduce our reliance on external laboratories and cut turnaround time for test results from up to a week to as little as 72 hours. CCHHS's first aerial abatement occurred in mid-May, deploying Altosid granules via helicopter over Anderson Ranch and other open spaces.

The agency is transitioning from call-in reports to an online GIS-enabled system. This will allow us to track human, equine, and avian exposures to monitor trends and rapidly identify positive mosquito pools. Success metrics will shift from complaint volume to confirmed case counts and mosquito pool eliminations. CCHHS has mapped potential mosquito habitats across six management zones in Carson City and is deploying small drones to access dense brush and restricted water bodies.

Over the past quarter, the Environmental Health portion of CCHHS' public health lab has been modernized. While maintaining compliance with the Nevada Department of Agriculture (NDA) and Occupational Safety and Health Administration (OSHA) requirements, CCHHS is now able to identify local mosquito and tick species, which guides targeted control measures. CCHHS has also established the first county-level facility in Nevada to conduct chemical testing that is critical for determining optimal pesticide dosage. Finally, the agency has developed a set of in-house protocols to classify species on their level of risk for disease transmission.

MOSQUITO PREVENTION

Protecting your family and community starts at home. Here's how you can help:

- **Dump standing water from containers around your yard.**
- **Use insect repellent with DEET.**
- **Wear long sleeves and pants, especially during dawn and dusk.**
- **Fix leaky outdoor faucets and take care of swimming pools.**
- **Check and repair screens on windows and doors to keep mosquitoes out.**

Beyond the internal capacity building and preparation, CCHHS is engaged in many collaborative efforts to prepare for mosquito abatement and prevention. CCHHS is collaborating with UNR and Exhale Mushrooms, a Montana-based company that grows CO_2-producing mushrooms, to reduce seasonal carbon dioxide (CO_2) costs by incorporating the specialized mushrooms into trapping zones rather than dry ice. This will reduce costs from approximately $5,000 to $500 for mosquito traps. The anticipated completion date of this project is August 2025, and we anticipate that this will inform broader regional deployment of traps.

Additionally, the agency has been working with Carson City PROS and the local sawmill to test

mixtures of wood chips and sawdust to fill crevices along walking paths. This will deprive mosquitoes of breeding sites while enhancing biodiversity. This project has a planned pilot date of August 2025.

Special Topic Report: Congenital Syphilis

Congenital syphilis is a disease that occurs when a mother with syphilis passes the infection on to her baby throughout the entire pregnancy or at birth. Nevada ranks as the 6th highest state in the country for babies born with syphilis.[1] Congenital syphilis can be mitigated if someone who tests positive is referred to treatment. Current practice is to check for syphilis through a blood draw, which may take days to weeks for lab results to be returned. This delay in test results can impact a provider's ability to get someone connected to treatment quickly.

CCHHS is working to systematically address these challenges with an investment from the SB118 funding. The Clinic Services Division is implementing a syphilis point-of-care testing program that will allow the Clinic to run rapid, reliable, and validated tests. The test takes only 10 minutes to complete, providing early detection. All positive tests will require a blood confirmation test to determine if treatment is necessary. Pregnant women who test positive are an exception to this and will be given antibiotics immediately following a positive, rapid test. Treatment implementation for all other patients is being discussed among subject matter experts as to whether this follows rapid testing or blood confirmation testing.

Early detection can help reduce barriers to accessing treatment since patients will be able to receive results while still in the office. CCHHS is committed to taking a holistic approach to addressing sexually transmitted infections (STIs) in Carson City. CCHHS is committed to utilizing accessible testing methods for all people and reducing the transmission of syphilis in the community.[1]

Community Outreach

Karma Box Street Outreach

CCHHS partners with Karma Box to get people off the streets and empower them to become productive members of society by connecting them to services and resources. During quarter one, Street Outreach had **62** encounters, **34** of those being initial encounters.

The three most common resources and services Street Outreach linked individuals to from January 1 to March 31, 2025, are:

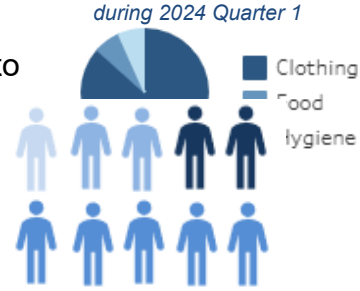
[1] Centers for Disease Control and Prevention. *Congenital Syphilis—Reported Cases by State, Ranked by Rates, United States.* Centers for Disease Control and Prevention; 2023.

Type of Service	
Transportation	16
In-Kind Donations	15
Behavioral Health	10
Financial	6
Identification Documents	5
Employment	4
Life Skills	4
Mainstream Benefits	2
Medical	1

1. Transportation

Karma Box connects clients with transportation to treatment or other services as needed. This is a crucial service, as Carson City community members reported transportation as unreliable and a barrier to accessing services.

# of Donations by Type during 2024 Quarter 1



2. Clothing, Food, & Hygiene Resources

In-kind donations are defined as linking clients to services that include clothing, hygiene, or food resources. It is defined as an in-kind service because these resources are provided by community partners. Specifically, Northern Nevada Dream Center is a primary support for these services, and because of them, clients have been provided with coats, hats, and gloves during the winter months, and clothes for job interviews!

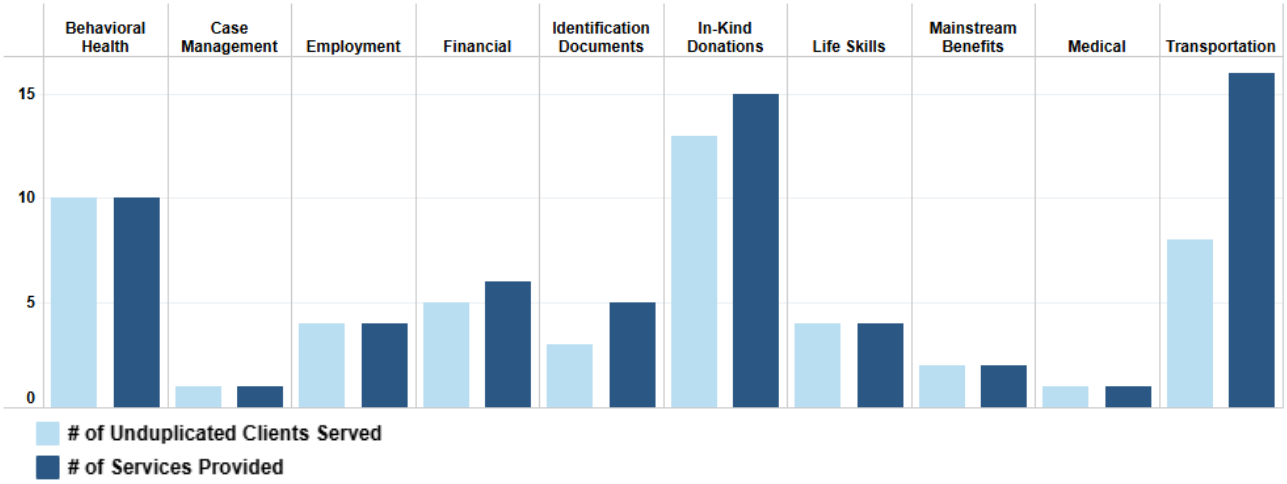
3. Behavioral Health Referrals

Ten clients were provided with substance use and mental health services through referrals made by Street Outreach. Vitality, Community Counseling Center, Carson Tahoe Behavioral Health, and the Mobile Outreach Safety Team (MOST) are among the most common partners CCHHS utilizes for referrals.

Detox Referral | Residential Treatment Referral | MOST Referral | Substance Use Referral

Housing struggles are impacted by several factors, including food insecurity, clothing loss, unemployment, and financial insecurity. Therefore, clients often utilize multiple services to gain permanent, sustainable housing. Additionally, clients may need to use a service multiple times to fulfill their needs. Individual clients utilized transportation, financial resources, and food, clothing, or hygiene donations multiple times this quarter, using transportation on average of two times per person!

# of Unduplicated Clients who Utilized a Service Compared to How Many Services were Utilized



Providing clients with and connecting them to these wraparound services allows them to get resources for their specific needs. Community testimonials are a great example of how CCHHS' wraparound services contribute to the path of obtaining permanent housing:

A client was working a full-time job, living in his own apartment when he fell ill. Due to his extended hospital stay, he lost his job and eventually his home. After exiting the hospital, he was determined to regain his employment and confidence. However, being unhoused made it difficult for him to maintain regular employment. This cycle resulted in a decline in his mental health and years of living on the street.

This continued until he met a friend who suggested he contact CCHHS for support. Here, he met a case manager who helped him develop realistic goals for himself and provided the necessary support to achieve those. With resources and support services, he began applying for employment again and secured a full-time job within a week! CCHHS then assisted him in buying steel-toe boots, a requirement for his new position, and provided him with emergency shelter while he saved money for a new apartment. CCHHS helped him to contact the apartments he had applied to in the past, and with his new income, he was approved! This client now has a full-time job and permanent housing that he can maintain independently.

Public Health Infrastructure

Senate Bill 118 Expenditure Update

SB118 was passed in the 2023 Legislative Session to invest in Nevada's public health infrastructure. To date, Carson City has received $262,101 for the biennium and has aligned the investment to priorities outlined in the Community Health Needs Assessment (CHNA) completed in 2022 as required by the bill. This ensures the investment in building out public health infrastructure is meeting identified community needs.

Access to Basic Needs

- Connection to experiences for seniors – collaborating with Carson City Senior Center and Carson City PROS.
- Connection to experiences for youth – collaborating with Carson City PROS (ski program increased access; supporting innovative swim lesson program with third-grade students to expose youth to swimming and help prevent drowning).

Access to Health Care

- STI Testing Campaign – STI education campaign for Carson City and rapid point-of-care syphilis testing.
- Transportation to medical care for seniors and those with disabilities – collaborating with non-profit agency, RSVP.

Mental and Emotional Health

- Connecting youth to art – collaborating with Carson City PROS, second-grade students in the Carson City School District get to attend the Community Center Theater to listen to the Reno Philharmonic.
- Connecting seniors to others – collaborating with non-profit agency, RSVP.
- Crisis call center advertising – collaborating with Carson City PROS – Park Rangers.

Substance Use Prevention, Treatment, and Recovery

- Youth vaping prevention efforts – community education and outreach via the Chronic Disease Promotion and Health Prevention Division at CCHHS.

Community Health Improvement Plan Update

In 2022, Carson Tahoe Health (CTH) led the Quad-County CHNA and included CCHHS as a partner during development. This identified four priority areas to address in the Quad County Region. In response to the identified priority areas, the 2025-2029 Community Health Improvement Plan (CHIP) was developed and is made up of several measurable strategies. CCHHS staff held 11 meetings with community leaders who are conducting the work outlined in the CHIP strategies to facilitate the collection of county-level data from multiple partners. Data facilitation helps all CHIP partners to measure their success in achieving the strategies their organizations work towards.

The benefit of implementing the CHIP using community-based methods positions Carson City to be a hub for data collection and analysis in the Quad Counties. This will help position governmental and nonprofit partners in Carson City and around the Region be in a more competitive position to apply for grants or other funding. Additionally, data-informed decisions, programs, and interventions can be better tailored to fit a specific health need with multiple partners contributing to and developing a database more representative of Carson City residents.

CHNA Success

The 2022 CHNA identified childcare as being a significant community issue when accessing resources for basic needs. Since the release of the CHNA, the Boys & Girls Club of Western Nevada used the data from this assessment to help secure $2,460,580.90 in grant funds to support the development of five Smart Start Centers in Carson City and Douglas County. The release of data from the assessment not only informs CCHHS' programs but also greatly benefits nonprofits and community partners.

If you have any questions about this report, please reach out to us at:

- Emai: CCHHSinfo@carson.org
- Phone: 775-887-2190
- In-Person: 900 E. Long Street, along JAC bus Route 1 at Long/Health & Human Services

CCHHS Director's Report

QUARTER 1: JANUARY 1-MARCH 31, 2025

1

Thank You to Nicki Aaker

Commendation from Senator Rosen's Office

Receiving Dr. John E. Worden Lifetime Achievement Award

2

Highlights

- Back-to-school vaccines – set for August
- First mosquito treatment – happened May 19th
- Strengthening our workforce – current and future cohorts
- Collaborative success – internal and external teamwork
- Hiring of Environmental Health Manager

3

Diseases of Interest

- Influenza severity – flu shots and preventive value
- Measles – traveling and vaccine protection
- Hantavirus – protective approaches
- Congenital syphilis – earlier detection, better care

4

Mosquito Abatement and Innovation

- Identifying problem areas – trapping, complaint form, and GIS
- Utilizing natural resources and saving money
- Testing to ensure effective amounts and types of pesticides used

5

Public Health Infrastructure

- SB 118 – Last legislative session
  - Partnerships across the City
- Community Health Improvement Plan and Needs Assessment successes
  - Tying the work into the CCHHS strategic plan

6

Questions

JEANNE FREEMAN, PhD, CHES
CCHHS DIRECTOR
JMFREEMAN@CARSON.ORG
775-887-2190

7

STAFF REPORT

Report To: Board of Health **Meeting Date:** June 5, 2025

Staff Contact: Jeanne Freeman, Director, Health and Human Services

Agenda Title: For Possible Action: Discussion and possible action regarding the Carson City Department of Health and Human Services ("CCHHS") Strategic Plan for 2025-2029. (Jeanne Freeman, jmfreeman@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** 15 minutes

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Proposed Motion
I move to approve the Strategic Plan as presented.

Board's Strategic Goal
Quality of Life

Previous Action
March 6, 2025 (Item 20.C) – The Board of Health received a presentation, and provided comments, on the CCHHS Strategic Plan.

Background/Issues & Analysis
As part of the accreditation and reaccreditation processes, CCHHS should develop a strategic plan every five years. The last strategic plan for CCHHS was developed in 2019 and addressed strategies for 2020-2024.

The CCHHS Strategic Plan for 2025-2029 was initially presented to the Board of Health on March 6, 2025, for feedback and input. Based on feedback, the timeline for several CCHHS Strategic Plan objectives has been adjusted, and the removal of one objective is proposed, along with a rephrasing of another objective to better align with the Department's mission. Approval of the 2025-2029 CCHHS Strategic Plan is requested.

Applicable Statute, Code, Policy, Rule or Regulation
N/A

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives
Do not approve the Strategic Plan and/or provide alternative direction.

Attachment(s):
Updated CCHHS Strategic Plan_BOH Approval June 2025.pdf

CCHHS Strategic Plan_Redline Edits for June 2025 Approval.pdf

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____
		_____

_____
(Vote Recorded By)

CARSON CITY HEALTH & HUMAN SERVICES 5-YEAR STRATEGIC PLAN

2025-2029

CARSON CITY
HEALTH & HUMAN SERVICES

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CARSON CITY, NEVADA
CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

January 1, 2025

Dear Community Partners:

I am extremely proud of the work Carson City Health and Human Services does every day to improve the quality of health and life for our community. We have shown ourselves to be leaders, to be problem solvers, and dedicated to providing critical services to our entire community. We have also shown ourselves to be committed to continual improvement toward a better vision of the future.

This strategic plan is a clear representation of that commitment. Based on months of work that gathered input from inside our department and from our external partners, this plan represents our roadmap for the next five years. It describes who we are, what we do, and how we can improve; it imagines what is possible and how we can best achieve it; and challenges us to do everything we can to work together to best meet the needs of our community. It assesses our strengths and weaknesses, and provides goals and objectives that will allow us to align internally, and to better align with the strategic vision for Carson City more generally as well.

Most importantly, this plan provides specific goals and tangible objectives for us to pursue over the next five years. These goals call for CCHHS to Clarify, Convene, Communicate, and Collaborate, all activities that build on our strengths and directly address our challenges. The objectives for each goal outline the specific steps that we must engage in order to be successful in addressing the needs of our community as well.

Like all strategic plans, this plan will only be valuable if it is fully embraced and implemented by our whole team. It will require all of us to see how our individual contributions help us to meet our collective goals. It will require us all to regularly review the plan and to provide feedback on how we can improve our efforts. It will also only be valuable if we view this plan as a living document, one that will evolve over time as our challenges, opportunities, and the local public health landscape evolves.

I would like to express my gratitude to all who helped in the development of this strategic plan. We would not have been able to gather the necessary input if people within and outside of our department were not willing to provide feedback through surveys, town halls, interviews, and other means. I am grateful to everyone who provided candid input throughout this process.

And finally, I would like to express my gratitude to the entire CCHHS team. We provide critical services to our community, often at times when they need those services most. Thank you to each and every one of you for all you do every day to make Carson City a better, healthier place to live.

Sincerely,

Nicki Aaker
Director, CCHHS

Carson City Health & Human Services
900 East Long Street • Carson City, Nevada 89706 • (775) 887-2190 • Hearing Impaired–Use 711

Clinical Services
(775) 887-2195
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Human Services
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Fax: (775) 887-2539

Epidemiology
(775) 887-2190
Fax: (775) 887-2138

Environmental Health
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Fax: (775) 887-2248

Chronic Disease Prevention & Health Promotion
(775) 887-2190
Fax: (775) 887-2248

Executive Summary

Carson City Health and Human Services (CCHHS) provides public health services in Carson City, Nevada, a consolidated municipality. It is the first health department in the state to receive accreditation, and it serves as a model agency for providing health services to its community, either in normal times or during public health emergencies. Services are provided through the department's divisions, including Chronic Disease Prevention & Health Promotion, Clinical Services, Epidemiology, Environmental Health, Human Services, and Public Health Preparedness.

This Strategic Plan was developed in the latter half of 2024 and is intended to guide the direction of services for the agency from 2025 through 2029. Although this plan is a requirement for accreditation through the Public Health Accreditation Board (PHAB), it also provides a much more important roadmap for the agency's future operations. It is also intended to be directly linked to and in support of the region's Community Health Needs Assessment (CHNA), and Community Health Improvement Plan (CHIP), and Carson City's Strategic Plan.

This plan was developed through a robust data gathering and analysis process. This process consisted of internal town halls for agency team members, management interviews, a discussion with external partners, interviews with members of the Board of Health and City leadership, and an internal employee survey. Details about the data gathering and analysis process are provided in the accompanying report, entitled "CCHHS Strategic Plan Development Report."

While this plan introduces a proposed new mission, vision, and core values statements for the agency, its most important contribution include the goals, objectives, tactics, timelines, and performance measures provided here. These were developed from the information gathered during the data gathering methods, and were informed by the strategic assessment developed in support of this plan. The key goals included in this plan are as follows:

- **GOAL 1:** Clarify the CCHHS mission, role, and responsibilities, and align services offered accordingly.
- **GOAL 2:** Convene local and regional service providers across all sectors in order to optimally address priority service needs.
- **GOAL 3:** Communicate with the public, community leaders, business community representatives, and other external stakeholders about CCHHS's role, services, and successes.

- **GOAL 4:** Collaborate internally in order to build a culture of trust, efficiency, and support.

Like most strategic plans, this plan is intended to evolve over time, and includes multiple methods for review, reporting, and revision over the five-year life of the plan. These are intended to support the implementation of the plan, and also to bring more members of the community and the CCCHHS team into the implementation and revision process. Effective implementation and management of this plan will help the department follow the direction outlined by the Board of Health and also meet the specific needs of the community they serve.

About Carson City Health and Human Services

CCHHS is a local health department located in Carson City, Nevada, a consolidated municipality. As a long-established local service provider, CCHHS provides robust services to Carson City residents, works with local, regional and state partners to carry out its mission, and serves as a model for other communities to follow. In addition to having strong relationships and a strong reputation, CCHHS was also the first health department in the state to achieve national accreditation and is currently undergoing the reaccreditation process.

CCHHS is made up of the following divisions:

a) Administration
b) Chronic Disease Prevention & Health Promotion
c) Clinical Services
d) Disease Control & Prevention (Epidemiology)
e) Environmental Health
f) Human Services
g) Public Health Preparedness

Each of these divisions provides critical services to the local community, and work together as a whole to meet CCHHS's overall mission. Some of the services CCHHS provides are mandated by law, such as disease investigation, environmental health services, and others. Other non-mandated services are provided in order to improve the overall health of the community. Through various agreements, CCHHS also provides services to some of their neighboring communities, namely, Douglas County, Lyon County, and Storey County,.

CCHHS is funded through a number of sources, including federal, state, and local grants, city general funds, supplemental indigent funds, and revenue from services provided. Much of the funding listed above is categorical funding, meaning that it is limited for uses determined by the granting agency. This limits CCHHS's ability to serve the health needs of the whole community in some respects, although in recent years some non-categorical funding has become available.

Pursuant to NRS 439.280, CCHHS is governed by the local Board of Health, which is made up of elected and appointed officials, including the Carson City Board of Supervisors, Carson City Health Officer, and the Carson City Sheriff. According to Chapter 9 of the Carson City Municipal Code, the Board of Health has extensive powers and duties that assist it in carrying out its responsibility to provide for a healthy community within their jurisdiction. Additionally, the Board of Health serves as a key source of accountability and public information sharing.

Strategic Planning Process

CCHHS formally initiated a strategic planning process in the Fall of 2024. The process began with the engagement of an outside firm designated to manage the information gathering, analysis, and plan development process, which was carried out over a four month period. Over the four months, CCHHS and the contracted firm worked together in order to develop a plan that met CCHHS leadership's desire to have a relevant, actionable roadmap for the years ahead.

In addition to developing a useful document, the CCHHS Strategic Plan also needed to be developed in accordance with standards developed by the Public Health Accreditation Board (PHAB). These standards did not substantively change the agency's approach to developing its plan, however, it did increase the reporting requirements throughout the process. Reporting required with PHAB accreditation, as well as much more information about the plan development process, are included in the accompanying report entitled "CCHHS Strategic Plan Development Report" (Development Report).

The CCHHS Strategic Plan and the Development Report are important steps for CCHHS right now and in the future. They capture a current and comprehensive snapshot of where the agency is currently, they provide candid internal assessments about the agency's internal strengths and weaknesses, and they identify the most significant and promising opportunities for the way ahead. As the process described below shows, they were developed in ways that were inclusive of the whole community of stakeholders, team members, and leaders.

The Strategic Plan development process took place in three stages, including the Define & Design phase, the Preparation, Collection, & Analysis phase, and the Analyze & Conclude phase. Each phase included specific tasks designed to develop a final product that meets the CCHHS leadership's vision for this plan through proper scoping, robust data gathering, and thorough analysis. Following the four month plan development period, CCHHS

leadership and their outside contractor worked to edit, refine, and finalize the plan and associated Development Report, while ensuring the candid feedback provided throughout this process was preserved in both the plan and the report.

The majority of the effort in the Strategic Plan development process occurred during the Preparation, Collection, & Analysis phase, which was primarily focused on data collection. Each of the data collection activities during this phase included providing valuable opportunities to gather information, input, and perspectives from across the organization, all of which were considered in the strategic assessment portion of the strategic planning process. These data collection activities were designed to achieve multiple goals: to gather data and perspective from all levels of CCHHS staff, management, and governance, to gather data from both inside and outside CCHHS, and to provide multiple opportunities for individuals to provide input during the process.

Specific data collection activities are listed below:

- CCHHS survey
- In-person town halls
- Internal key leader interviews
- External partner town hall
- Governing body interviews
- Document review

In addition to providing key stakeholders with important opportunities to provide input into this process, data gathered during this phase resulted in a number of important deliverables. First, they supported the development of a comprehensive strategic assessment, which in turn informed the strategic planning framework. And finally, this process also contributed to the development of proposed mission, vision, and core values statements as included in this Strategic Plan.

This plan represents the latest and best roadmap for CCHHS for the next five years. The goals, objectives, and other elements will evolve over time depending on the local public health landscape, buy-in from team members, and input from governance and organizational leaders. However, it also serves as an important and foundational vision for the future.

Strategic Planning Framework

CCHHS Mission, Vision, and Core Values
CCHHS Mission: Carson City Health and Human Services improves quality of life through engaging, partnering, and serving our community.
CCHHS Vision: Leading toward a healthier community.
CCHHS Core Values: • **Customer Service:** We value our residents, businesses, and visitors by committing to provide efficient and effective customer service. • **Organizational Culture:** We value an environment that fosters a proactive, team-oriented approach to delivering solutions. • **Integrity:** We value an ethical and accountable government that is open, accessible, and a responsible steward of public funds.
CCHHS Goals and Objectives
GOAL 1: Clarify the CCHHS mission, role, and responsibilities, and align services offered accordingly.
Objective 1: Conduct a systematic review of all CCHHS services to determine which are legally mandated, grant requirements, or provided for other reasons.
Objective 2: Conduct a comprehensive landscape analysis of all health services provided locally, either through public, non-profit, or private sector providers.
Objective 3: Align all CCHHS services with mandated requirements and community needs identified during the landscape analysis process.
GOAL 2: Convene local and regional service providers across all sectors in order to optimally address priority service needs.
Objective 1: Identify and prioritize local service needs in order to deploy the optimal services and resources available to address them.

Objective 2: Build and sustain a community-wide coalition of all service providers, regardless of sector.
Objective 3: Establish CCHHS as a central hub of coordination for all local public health activities and services.
GOAL 3: Communicate with the public, community leaders, business community representatives, and other external stakeholders about CCHHS's role, services, and successes.
Objective 1: Identify critical public health outcomes and clear, consistent evaluation metrics and provide them to the Board of Health, community partners, and community organizations on a quarterly and annual basis.
Objective 2: Identify all aspects of public health services provided across Carson City government, develop internal information sharing mechanisms, and incorporate information into external communication.
Objective 3: Engage with local business, philanthropy, service, advocacy, and other organizations in order to explain what public health is and how it benefits the local community.
GOAL 4: Collaborate internally in order to build a culture of trust, efficiency, and support.
Objective 1: Develop a multidimensional team member development model that prioritizes CCHHS core values of customer service, organizational culture, and integrity.
Objective 2: Develop robust internal feedback and intra-organizational communication mechanisms in order to share programmatic information, identify internal challenges, and collaborate toward opportunities.
Objective 3: Empower leaders and team members to make supportable decisions appropriate to their level of accountability and authority.

CCHHS Mission, Vision, and Core Values

The CCHHS mission, vision, and core values statements were reviewed through this strategic planning development process. The proposed statements are based on input gathered from team members, leadership, and external stakeholders through the various data gathering efforts. The proposed CCHHS mission and vision statements are modifications of the same statements developed for the previous Strategic Plan. The proposed core values replace the previous CCHHS values, and reflect the values developed for the Carson City Strategic Plan, as CCHHS's values should reflect the values of their parent organization.

CCHHS Mission
Carson City Health and Human Services improves quality of life through engaging, partnering, and serving our community.
CCHHS Vision
Leading toward a healthier community.
CCHHS Core Values
• **Customer Service:** We value our residents, businesses, and visitors by committing to provide efficient and effective customer service. • **Organizational Culture:** We value an environment that fosters a proactive, team-oriented approach to delivering solutions. • **Integrity:** We value an ethical and accountable government that is open, accessible, and a responsible steward of public funds.

CCHHS Strategic Assessment

Throughout this process, CCHHS team members, stakeholders, and governance members provided substantive and candid input. The input gathered during the data gathering process was then translated into Strengths, Weaknesses, Opportunities, and Threats (SWOT), in order to develop actionable public health priorities, goals, and objectives. Through the Action SWOT process, which is described in greater detail in the accompanying Development Report, this information was compiled and organized into a comprehensive strategic assessment, which is included below.

Strengths	Weaknesses
CCHHS preserves team member teamwork, dedication, competence, and compassion.	CCHHS needs to mitigate regular and ongoing turnover of positions across the agency, and particularly in key management positions.
CCHHS preserves its ability to provide critical services to a diverse public by efficiently managing limited resources.	CCHHS needs to overcome internal collaboration that is limited by team members not feeling trusted, empowered, or educated on the overall organizational mission.
CCHHS preserves its strong desire to improve through collaboration, innovation, leadership, and partnership.	CCHHS needs to overcome internal communication that is limited by cultural and structural challenges.
CCHHS protects its reputation as a respected regional leader due to its strong performance during challenging times, positive community engagement, and proactive partnerships.	CCHHS needs to overcome its inability to build and sustain public trust due to inconsistent external communication measures, a lack of quality data for program evaluation, and its low community profile.

CCHHS protects the support it enjoys from its governance body through its communication and performance.	CCHHS needs to mitigate the significant mission creep experienced in recent decades, resulting in service gaps and duplication, role and responsibility confusion, and lack of alignment with community needs.
Opportunities	**Threats**
CCHHS needs to capitalize on the addition of critical new positions, including a deputy director, communications staff, and data analyst, which will help them better serve the public.	CCHHS needs to prevent workforce challenges that result in extensive turnover, loss of institutional memory, and team member burnout.
CCHHS needs to capitalize on its commitment to improving by building upon its image and reputation, establishing and maintaining key external relationships, and internal communications and training efforts.	CCHHS needs to prevent becoming irrelevant to the community as service needs evolve and expand.
CCHHS needs to capitalize on the engagement and passion of its governance body, which has already resulted in key efforts like the Health in All Policies initiative.	CCHHS needs to isolate challenges to building trust with the public by ensuring they are focused on their mission, engaging in communication, and engaging effectively with community leaders and the public.
CCHHS needs to capitalize on increased public health funding, some of which is non-categorical, and can provide further sustainability through braiding and blending all fiscal resources.	CCHHS needs to isolate challenges that result in a lack of clarity of mission in order to ensure that it is aligned with community needs and directed toward a clear vision for the future.
CCHHS needs to enhance its role as a key convenor and leader of all local public health services, whether they are public, private, or	CCHHS needs to prevent funding instability due to fluctuating federal grant dollars, the state's interest in funding health districts,

nongovernmental, in order to address local challenges.	declining patient counts, and its broad service offering.

Strategic Plan Goals and Objectives

GOAL 1: Clarify the CCHHS mission, role, and responsibilities, and align services offered accordingly.			
Objective	**Tactics**	**Calendar Year to be Completed**	**Performance Measure**
Objective 1: Conduct a systematic review of all CCHHS services to determine which are legally mandated, grant requirements, or provided for other reasons.	1. Catalog all CCHHS services provided	2025	Comprehensive report listing all services provided to the BOH
	2. Categorize services according to source of requirement (legal mandate, grant requirement, accreditation requirement)	2025	Comprehensive report of categorized service requirements to the BOH
	3. Identify which services are optional services	2025	Comprehensive report of optional services to the BOH
Objective 2: Conduct a comprehensive landscape analysis of all health services provided locally, either through public, non-profit, or private sector providers.	1. Develop multiple data gathering methods (surveys, convenings, working groups, etc.) to identify local public health services	2026	Data gathering tools developed and deployed
	2. Develop an outreach campaign to engage with service providers	2026	Outreach campaign deployed

		regarding the services they provide		
	3.	Develop an online repository of all local services that can be updated and accessed by providers and the public	2027	Project completion
Objective 3: Align all CCHHS services with mandated requirements and community needs identified during the landscape analysis process.	1.	Present a comprehensive service plan to the CCHHS Board of Health for input and support	2026	Report provided to the Board of Health
	2.	Implement updated service plan for the community	2027	Updated service model provided to community
	3.	Continually re-evaluate service delivery to define CCHHS priorities	2029	Annual re-evaluation report presented to the Board of Health

GOAL 2: Convene local and regional service providers across all sectors in order to optimally address priority service needs.			
Objective	**Tactics**	**Calendar Year to be Completed**	**Performance Measure**
Objective 1: Identify and prioritize local service needs in order to deploy the optimal services and resources available to address them.	1. Develop comprehensive Community Health Needs Assessment and Community Health Improvement Plan in order to guide local service delivery priorities	2025, 2028	Third and fourth Community Health Needs Assessments and Community Health Improvement Plans published and updated
	2. Develop a comprehensive and up-to-date list of community service providers and service needs and continually engage with partners to ensure it is accurate and up-to-date	2026	Dynamic and up-to-date lists available and accessible to partner community
	3. Develop mechanisms to evaluate and update priorities with community partners on at least an annual basis	2026	Process for reviewing and updating priorities established and implemented

Objective 2: Build and sustain a community-wide coalition	1.	Build relationships with local service providers in the public, non-profit, and private sectors	2025; Continuous	Community partners formally join in community collaboration efforts
	2.	Convene local partners at least quarterly to ensure communication and explore hosting an annual summit for all service providers	2026; 2028	Quarterly convenings hosted, and annual summit hosted
Objective 3: Establish CCHHS as a central hub of coordination for all local public health activities and services.	1.	Develop clear and consistent data metrics for local service providers and coordinate efforts to gather, refine, and share data	2026	Information identified and coordinated
	2.	Develop technical resources to case-manage and optimize service delivery coordination between public, private, and non-profit service providers	2029	Technology solution implemented
	3.	Develop a CCHHS funding map identifying sources of public,	2026	Funding map published

	private, and philanthropic financial resources for local public health services in order to identify opportunities for future public, private, and philanthropic investment in the future		

GOAL 3: Communicate with the public, community leaders, business community representatives, and other external stakeholders about CCHHS's role, services, and successes.			
Objective	**Tactics**	**Calendar Year to be Completed**	**Performance Measure**
Objective 1: Identify critical public health outcomes and clear, consistent evaluation metrics and provide them to the Board of Health, community partners, and community organizations on a quarterly and annual basis.	1. Identify key metrics with input from local service providers	2026	List of data and data sources identified
	2. Create an online data dashboard for timely updates on activities	2026	Data dashboard live
	3. Provide robust quarterly reports and comprehensive annual reports to the BOH	2026	Quarterly and annual reports published
Objective 2: Identify all aspects of public health services provided across Carson City government, develop internal information sharing mechanisms, and incorporate information into external communication.	1. Identify all local services provided through Carson City government that align with the Social Determinants of Health	2026	Services identified
	2. Convene non-traditional public health partners within Carson City government in order to identify data sources for all	2026	Carson City government partners convened and reporting structure established

	services aligned with the Social Determinants of Health		
	3. Develop a data reporting structure in order to incorporate city-wide data into external reporting	2027	All public health related data reported to the BOH and partners
Objective 3: Engage with local business, philanthropy, service, advocacy, and other organizations in order to explain what public health is and how it benefits the local community.	1. Identify comprehensive list of community organizations and a calendar of meetings and events for CCHHS communications and outreach	2026	List and calendar created
	2. Present on public health and its benefits at eight local community events annually	2026	8 public presentations at community organization events annually
	3. Provide an annual strategic report of community-wide public health efforts	2026	Strategic assessment published

GOAL 4: Collaborate internally in order to build a culture of trust, efficiency, and support.			
Objective	**Tactics**	**Calendar Year to be Completed**	**Performance Measure**
Objective 1: Develop a multidimensional team member development model that prioritizes CCHHS core values of customer service, organizational culture, and integrity.	1. Conduct a comprehensive review of internal onboarding processes, position-specific training, and cross-training programs with input from team members	2026	Review completed
	2. Implement changes to all onboarding and training processes and initiatives	2026	Team member onboarding and training plan implemented
	3. Develop team member recognition and development opportunities	2026	Team member recognition and development plan implemented
Objective 2: Develop robust internal feedback and intra-organizational communication mechanisms in order to share	1. Provide regular and ongoing opportunities for team members to provide input on challenges and opportunities through various forums	2025	Feedback and input opportunities implemented

programmatic information, identify internal challenges, and collaborate toward opportunities.	2. Provide opportunities for team members from across the organization to provide updates on their programs and services during internal meetings and events	2025; Continuous	Team member updates and communication efforts implemented
	3. Develop a tracking mechanism to monitor progress toward addressing challenges and opportunities identified in the Strategic Plan and share with team members during bi-monthly meetings	2026	Tracker developed and available to team
Objective 3: Empower leaders and team members to make supportable decisions appropriate to their level of accountability and authority.	1. Develop internal reading and discussion effort that emphasizes the importance of empowerment and trust within an organization	2025	Cultural development program developed and initiated
	2. Develop a tracking mechanism to monitor progress on operational and service decision requested and share with team members during bi-monthly meetings	2025	Tracker developed and available to team

	3. Regularly evaluate perspectives on internal trust and empowerment through an anonymous survey	2026	Survey created and data gathered and evaluated

Strategic Plan Implementation, Management, Revision, and Reporting Intervals

This Strategic Plan will require the development of action plans in order to implement it. Multiple objectives call for CCHHS to conduct strategic reviews, to conduct studies, and to build plans. These objectives will require immediate attention in year one of the plan (calendar year 2025) in order for many of the remaining objectives to be implemented in a logical way.

It is important that these assessments and reviews result in action plans that align with supporting the cultural development pursued under Goal 4 of the plan. This can be done by empowering CCHHS managers and team members to lead and participate in these reports, in addition to providing key input and support during review and plan development. Culture change and development can further be supported by empowering leaders and team members to manage the implementation of these action plans going forward.

Much like the 2025-2029 Strategic Plan, these individual plans should have clear performance measures, outcomes, and timelines. CCHHS leadership will be responsible for convening team members and leaders, maintaining accountability, refining timelines, goals, and objectives, and addressing resource needs and barriers. CCHHS will also be responsible for developing communication strategies for ensuring team members, external partners, and Board of Health Members are apprised of progress and developments.

Like most strategic plans, this plan is intended to evolve and be refined over time. In order to ensure that this is done in a way that makes sense, managing an evolving plan will require evaluating progress toward goals and objectives on a regular basis, as well as making refinements to existing goals and developing new ones. This work will also be critical for building a foundation for the next CCHHS Strategic Plan in five years.

The table below outlines the implementation, management, review, and reporting plan for this Strategic Plan:

Plan Review Action Timeline	Frequency	Timeline
Strategic Plan approved by Board of Health	One time	June of 2025

Strategic Assessments, Reviews, and Action Plans Developed	One time	Beginning Calendar Year 2025
Reporting on Public Health Metrics reported to the Board of Health	Quarterly	Beginning Calendar Year 2025
Internal review for input on Strategic Plan	Quarterly	Beginning Calendar Year 2025
Strategic Plan Assessment and revisions	Annually	Beginning Calendar Year 2026
Begin development of next five-year Strategic Plan	One time	Beginning Calendar Year 2028
Complete next five year-strategic plan	One time	Calendar Year 2029

The updates and changes outlined in the table above will be documented for historical record and for accreditation maintenance. Specific changes to the three-year plan will be recorded on the table in Appendix A. Recommendations for future phases of the Strategic Plan will be recorded in Appendix B of this Strategic Plan.

Appendix A: Strategic Plan Record of Changes

Date of Change	Description of Change	Page Number(s)

Appendix B: Recommendations for Future Plan Development

Date	Description of Concept	Recommending Team Member(s)

5-YEAR STRATEGIC PLAN | 2025 - 2029

CARSON CITY HEALTH & HUMAN SERVICES

PREPARED BY:

ARC DOME STRATEGIES
STRATEGIES for RESILIENT SYSTEMS

(775) 887-2190

www.gethealthycarsoncity.org

CCHHSInfo@Carson.org

900 E. Long Street, Carson City, NV 89706

Strategic Plan Goals and Objectives

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	2. Develop an outreach campaign to engage with service providers	2026	Outreach campaign deployed

		regarding the services they provide		
	3.	Develop an online repository of all local services that can be updated and accessed by providers and the public	2027	Project completion
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	3. Develop mechanisms to evaluate and update priorities with community partners on at least an annual basis	2026	Process for reviewing and updating priorities established and implemented
Objective 2: Build and sustain a community-wide coalition	1. ~~Determine the appropriate legal and operational structure for~~	~~2026~~	~~Community coordination structure established~~

of all service providers, regardless of sector.		~~developing a collaborative body for coordinating local public health services~~		
	2.	Build relationships with local service providers in the public, non-profit, and private sectors	2025; Continuous	Community partners formally join in community collaboration efforts
	3.	Convene local partners at least quarterly to ensure communication and explore hosting an annual summit for all service providers	2026;~~,~~ ~~2027~~2028	Quarterly convenings hosted, and annual summit hosted
Objective 3: Establish CCHHS as a central hub of coordination for all local public health activities and services.	1.	Develop clear and consistent data metrics for ~~all~~ local service providers and coordinate efforts to gather, refine, and share data	2026	Information identified and coordinated
	2.	Develop technical resources to case-manage and optimize service delivery coordination between public, private, and non-profit service providers	2029	Technology solution implemented
	3.	Develop a CCHHS funding map identifying sources of public,	2026~~7~~	Funding map published

	private, and philanthropic financial resources for local public health services in order to identify opportunities for future public, private, and philanthropic investment in the future		

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	3. Provide robust quarterly reports and comprehensive annual reports to the BOH	2026	Quarterly and annual reports published
Objective 2: Identify all aspects of public health services provided across Carson City government, develop internal information sharing mechanisms, and incorporate information into external communication.	1. Identify all local services provided through Carson City government that align with the Social Determinants of Health	2026~~5~~	Services identified
	2. Convene non-traditional public health partners within Carson City government in order to identify data sources for all	202~~5~~6	Carson City government partners convened and reporting structure established

	services aligned with the Social Determinants of Health		
	3. Develop a data reporting structure in order to incorporate city-wide data into external reporting	2027~~6~~	All public health related data reported to the BOH and partners
Objective 3: Engage with local business, philanthropy, service, advocacy, and other organizations in order to explain what public health is and how it benefits the local community.	1. Identify comprehensive list of ~~all~~ community organizations and a calendar of meetings and events for CCHHS communications and outreach	2026~~5~~	List and calendar created
	2. Present on public health and its benefits at ~~two~~ eight local community events ~~a quarter~~annually	2026	8 public presentations at community organization events annually
	3. Provide an annual strategic report of community-wide public health efforts	2026	Strategic assessment published

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	2. Implement changes to all onboarding and training processes and initiatives	2026	Team member onboarding and training plan implemented
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programmatic information, identify internal challenges, and collaborate toward opportunities.	2. Provide opportunities for team members from across the organization to provide updates on their programs and services during internal meetings and events	2025; Continuous	Team member updates and communication efforts implemented
	3. Develop a tracking mechanism to monitor progress toward addressing challenges and opportunities identified in the strategic plan and share with team members during bi-monthly meetings	2026~~5~~	Tracker developed and available to team
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	2. Develop a tracking mechanism to monitor progress on operational and service decision requested and share with team members during bi-monthly meetings	2025	Tracker developed and available to team

	3. Regularly evaluate perspectives on internal trust and empowerment through an anonymous survey	2026~~5~~	Survey created and data gathered and evaluated

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STAFF REPORT

Report To: Board of Health **Meeting Date:** June 5, 2025

Staff Contact: Jeanne Freeman, Director, Health and Human Services

Agenda Title: For Possible Action: Discussion and possible action regarding the first biannual report for 2025 from Vitality Unlimited, as required by Contract #1718-118 between Carson City and Vitality Unlimited. (Jeanne Freeman, Director, jmfreeman@carson.org)

Agenda Action: Formal Action / Motion **Time Requested:** 10 minutes

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Proposed Motion
I move to accept the report as presented.

Board's Strategic Goal
Quality of Life

Previous Action
December 5, 2024 (Item 22.C) – Vitality Unlimited presented the second biannual report for 2024 to the Board of Health.

Background/Issues & Analysis
The report is being presented to the Board of Health as required by Contract #1718-118, between Carson City and Vitality Unlimited, approved by the Board of Supervisors on December 21, 2017.

As part of the services agreement between Carson City and Vitality Unlimited, Vitality Unlimited agreed to provide a biannual report to the Carson City Board of Health to include information on the following: (1) civil protective custody ("CPC") admissions; (2) CPC denied/medical; (3) CPC no- show; (4) CPC to residential; (5) women residential; (6) women detox; (7) men residential; (8) men detox; (9) number of Carson City residents treated at the Carson City facility; (10) number of Carson City residents treated at the Elko Facility; and (11) any other statistics requested by the Carson City Board of Health as determined reasonable by both parties.

Applicable Statute, Code, Policy, Rule or Regulation
N/A

Financial Information
Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives
Do not accept the report and/or provide alternative direction.

Attachment(s):
2025 VU CC BOARD OF HEALTH REPORT THROUGH 04302025.pdf

Motion: _____ 1) _____ Aye/Nay
2) _____ _____
_____
_____
_____
_____

_____
(Vote Recorded By)

CARSON CITY BOARD OF HEALTH
MAY 2025
CARSON CITY RESIDENTS – APRIL 1, 2024 TO APRIL 30, 2025

MONTH	DETOX MALE	DETOX WOMEN	RESIDENTIAL MEN	RESIDENTIAL WOMEN	CPC ADMITS	RESIDENTIAL IN CARSON CITY	RESIDENTIAL IN ELKO
APR-24	32	18	32	18	0	21	29
MAY-24	37	17	37	17	0	21	33
JUN-24	32	15	32	15	0	17	30
JUL-24	29	11	29	11	0	20	20
AUG-24	29	18	29	18	0	20	27
SEPT-24	30	11	30	11	0	17	24
OCT-24	28	21	28	21	0	19	30
NOV-24	27	7	27	7	0	18	16
DEC-24	32	19	32	19	0	22	29
JAN-25	22	13	22	13	0	19	16
FEB-25	28	18	28	18	0	19	27
MAR-25	23	11	23	11	0	17	17
APR-25	30	17	30	17	0	20	27
TOTAL	379	196	379	196	0	250	325

Data is pulled from the electronic health record.
Clients may be in multiple levels of care in a month. Numbers are not a unique client count.
Clients placed in the facility based upon the referral request, bed availability and appropriate treatment needs.
100% of all residential referrals from Carson City were placed in the Vitality system as requested by referral.
Civil Protective Custody (CPC) referrals are closely monitored with Carson City Sheriff's Office for compliance.

PROGRAM OVERVIEW

1. Vitality Unlimited's Medical Director is Dr. Michael Thompson.
2. Vitality Unlimited Carson City is a state certified and licensed facility and uses the American Society of Addiction Medicine (ASAM) for treatment guidelines.
3. Vitality Unlimited has the following levels of care:
   a. Civil Protective Custody (CPC) a person cannot be held for more than 48 hours per NRS/NAC.
   b. Withdrawal Management (Detox) – the average length of stay is 2.20 days.
   c. Residential Services (Carson City) – an average length of stay is 30-45 days.
   d. Intensive Outpatient Care – Up to 9 hours of treatment three days a week.
   e. Outpatient services – Up to 6 hours of treatment a week.
   f. Referral to and treatment services at Vitality Unlimited's Certified Community Behavioral Health Center (CCBHC) in Carson City.
4. Vitality Unlimited screens with consent, and is in compliance with state and federal HIPAA regulations for TB and HIV/AIDS for clients entering the residential program. Results are communicated to the State Compliance Coordinator.