

# Douglas County

## Board of County Commissioners

### Public Meeting Notice and Agenda

Mark Gardner  
Wes Rice  
John Engels  
Walt Nowosad  
Danny Tarkanian

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Thursday, October 20, 2022

10:00 AM

Historic Courthouse  
1616 Eighth Street  
Minden, Nevada 89423

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The Board of County Commissioners sit jointly as the following boards: Liquor Board, License Board, Tahoe-Douglas Transportation District Board, Water District Board, and the Redevelopment Agency. Agenda items may be taken out of order, may be combined for consideration, or may be removed from the agenda at any time. All items designated “for possible action” may include discussion by the County Commissioners and they may take action to approve, modify, deny, take “no action,” or continue the item.

**To Watch the Meeting:** Members of the public may click on the following link to watch the livestream of the Board of County Commissioners meeting: [https://youtu.be/0WW9q\\_5VhtQ](https://youtu.be/0WW9q_5VhtQ)

**Written Public Comment:** To offer public comment before the Board meeting, members of the public may submit public comments online through the County’s public comment form by clicking on the following link: [https://www.douglascountynv.gov/government/board\\_of\\_county\\_commissioners/public\\_comment](https://www.douglascountynv.gov/government/board_of_county_commissioners/public_comment)

**Public Comment During the Meeting:**

**Webinar:** Members of the public that want to participate in the meeting may use the Zoom registration link below: [https://us06web.zoom.us/webinar/register/WN\\_YgvcIbrwTueADpgi6z\\_cvQ](https://us06web.zoom.us/webinar/register/WN_YgvcIbrwTueADpgi6z_cvQ)

Participants that join will be muted until it is time for public comment. A moderator will then unmute participants one at a time for public comment.

**In Person:** Members of the public may attend the meeting in person at the address listed at the top of the agenda.

**Supporting Materials:**

Copies of supporting material can be requested in person from the Douglas County Clerk/Treasurer's Office, 1616 8th Street, Minden, Nevada or by calling Nicki Leeper at 775-782-9014. Electronic copies of the agenda and supporting materials are also available at the following websites:

State of Nevada Public Notices Website: <https://notice.nv.gov/>

Douglas County Meeting website: [https://douglascountynv.granicus.com/ViewPublisher.php?view\\_id=1](https://douglascountynv.granicus.com/ViewPublisher.php?view_id=1)

**Notice to Persons with Disabilities:**

Members of the public who are disabled or require special assistance or accommodations are requested to notify the Douglas County Manager's Office in writing at Post Office Box 218, Minden, Nevada 89423 or by calling 775-782-9821 at least 20 hours in advance of the meeting.

**Members of the public may call the County Manager’s office at 775-782-9821 to obtain help making public comment using any of the foregoing methods.**

**A copy of the finalized agenda is posted at the Minden Inn at 1594 Esmeralda Avenue, Minden Nevada.**

Douglas County Board of County Commissioners

October 20, 2022

**DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS**

**FINAL AGENDA**

**October 20, 2022**

**LUNCH BREAK**

**The Board of County Commissioners may break for lunch at approximately noon and will reconvene after a break at the discretion of the Chairperson.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

Led by Chairman Mark Gardner

**PUBLIC COMMENT (No Action)**

*Public comment is limited to three minutes per speaker unless additional time is granted by the Board Chairperson. The Board of Commissioners uses timing lights to ensure that everyone has an opportunity to speak. You will see a green light when you begin, and then a yellow light which indicates that you have thirty seconds left and should conclude your comments. Once the light turns red, please sit down.*

***In addition to opening public comment, public comment will also be taken on administrative agenda items that are identified for possible action and closing public comment.***

*At this time, public comment will be taken on those items that are within the jurisdiction and control of the Board of County Commissioners.*

**APPROVAL OF AGENDA**

For possible action. Approval of the proposed agenda. The Board of Commissioners reserves the right to take items in a different order to accomplish business in the most efficient manner, to combine two or more agenda items for consideration, and to remove items from the agenda or delay discussion relating to items on the agenda.

**APPROVAL OF PREVIOUS MINUTES**

For possible action. Discussion to approve the draft minutes of the September 15, 2022, regular meeting of the Board of County Commissioners.

**CONSENT CALENDAR**

Items appearing on the Consent Calendar are items that can be adopted with one motion unless an item is pulled by a Commissioner or a member of the public. Members of the public who wish to have a consent item placed on the Administrative Agenda shall make that request during the public comment section at the beginning of the meeting and specifically state why they are making the request. If items are pulled for discussion, they will automatically be placed on the Administrative Agenda to be heard at the discretion of the Chairperson or may be continued until another meeting.

Motion to approve the Consent Calendar items as presented. **A-M**

- A. For possible action. Discussion to accept the July 2022 Monthly Douglas County Treasurer's Statement submitted per Nevada Revised Statutes 354.280(2). (Amy Burgans)
- B. For possible action. Discussion to accept the August 2022 Monthly Douglas County Treasurer's Statement submitted per Nevada Revised Statutes 354.280(2). (Amy Burgans)
- C. For possible action. Discussion of a request by CTH Minden, LLC to abandon approximately 13,737 SF of a Public Right-of-Way (ROW) at the Minden Medical Center located at 925 Ironwood Drive in Minden, Nevada (APN: 1320-30-613-002). (DP 22-0124). (Jeremy Hutchings)
- D. For possible action. Discussion to approve a \$69,364 contract with ACCO Engineered Systems to replace the boiler at the Kahle Community Center, authorize the County Manager to sign the contract, and approve a \$4,133 budget transfer to fund the difference between the amount of the contract and the \$65,231 currently budgeted for the project. (Geoff Bonar)
- E. For possible action. Discussion to approve the Douglas County Sheriff's Office (DCSO) purchase of two 400 horsepower Mercury outboard engines to replace the existing engines on DCSO vessel Marine 7 from Custom Boat and Marine in Reno, Nevada at a total cost of \$62,332.82. (Undersheriff Elges)
- F. For possible action. Discussion to approve the hire of a Deputy Sheriff II candidate with extensive law enforcement experience at a starting pay of \$32.00 per hour. (Undersheriff Elges)
- G. For possible action. Discussion to approve the transfer of \$72,532 from the Restricted Use (DEA Forfeiture) Fund to the Sheriff's Vehicle Fund purchase and equip a 2022 Ford F-150 Truck to be assigned to the Douglas County Drug Enforcement Team and used in undercover drug operations. (Undersheriff Elges)
- H. For possible action. Discussion to approve converting three (3) vacant part-time Deputy Constable positions to one full-time Deputy Sheriff position which will be assigned to the Courts Services Division. (Undersheriff Elges)
- I. For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through September 22, 2022, per Nevada Revised Statutes 251.030. (Terri Willoughby)
- J. For possible action. Discussion to approve a contract with Baker Tilly to complete a classification and compensation study, in an amount not to exceed \$110,000 as budgeted, and authorize the County Manager to execute any required documents. (Wendy Lang)
- K. For possible action. Discussion to accept the Public Guardian's 2022 Second Quarter Report for the period beginning April 1, 2022, and ending June 30, 2022, per Douglas County Code 2.22.135. (Nicole Thomas)
- L. For possible action. Discussion to approve a construction contract with Herback General Engineering, LLC, in the amount of up to \$1,075,275, to construct the Romero, Stephanie, Chowbuck, and Skyline stormwater detention basins in the Johnson Lane area, and authorize the County Manager to execute the contract, any related documents, and change orders up to 5% of the original contract amount. (Courtney Walker)

- M. For possible action. Discussion to adopt **Resolution 2022R-114** to augment the Douglas County Water Utility Enterprise Fund and transfer \$403,251 from the Capital Improvement Reserves to Water Rights. These funds will be used for the initial payment of the purchase of 224.028 acre-feet-annual of water rights previously authorized by the County Commissioners and as defined in the Contract for the Purchase and Sale of Water Rights, Document 2022-988609. (Philip Ritger)

## **ADMINISTRATIVE AGENDA**

The Chairperson will read the agenda title into the public record and will have the discretion to determine how the item will be presented. Agenda items may be considered ahead of or after the schedule indicated by this agenda. Public comment will be taken on items that are identified for possible action.

## **CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION**

1. For possible action. Presentation and discussion on the Douglas County Indigent Defense Program, including an overview of the recent history of the program and Board direction on possible alternatives for program changes in Fiscal Year 2023-24, including maintaining the current plan, creating a county Office of Indigent Defense, or transferring the program to the State Public Defender as allowed by NRS 180.450(6) by providing notice to the State by November 1, 2022. (Patrick Cates)
2. For presentation only. Reports/updates from County Commission members concerning the various boards and/or commissions that they may be a member of or a liaison to or meeting/functions they have attended. (Chairman Gardner)

## **CLOSING PUBLIC COMMENT (No Action)**

At this time, public comment will be taken on those items that are within the jurisdiction and control of the Board of Commissioners or those agenda items where public comment has not already been taken.

## **ADJOURNMENT**

**BOARD OF COUNTY COMMISSIONERS AGENDA ITEM  
COVER PAGE**

**MEETING DATE:** October 20, 2022

**TIME REQUIRED:**

**AGENDA:** **APPROVAL OF PREVIOUS MINUTES**

**TITLE:**

For possible action. Discussion to approve the draft minutes of the September 15, 2022, regular meeting of the Board of County Commissioners.

**RECOMMENDED MOTION:**

Approve the minutes of the September 15, 2022, regular meeting of the Board of County Commissioners, as presented.

**FINANCIAL IMPACT:**

None

**BACKGROUND:**

**ATTACHMENTS:**

[09152022ForBoardApproval.pdf](#)

**DRAFT**

The Regular Meeting of the Board of County Commissioners was held on Thursday, September 15, 2022, beginning at 10:00 AM in the meeting room of the County Administration Building, 1616 8th Street, Minden, Nevada and via Zoom participation as well as was streamed via Live Stream – Video Link, Douglas County YouTube Channel. **When applicable, the minutes below have been transcribed.**

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**CALL TO ORDER**

The meeting was called to order at 10:00 AM.

**COMMISSIONERS PRESENT:**

Mark Gardner, Chair  
Wesley Rice, Vice Chair (*via Zoom, arrived at 10:11 AM*)  
John Engels, Commissioner  
Walt Nowosad, Commissioner  
Danny Tarkanian, Commissioner

**STAFF PRESENT:**

Dan Coverley, Sheriff  
Amy Burgans, Clerk-Treasurer  
Patrick Cates, County Manager  
Doug Ritchie, Chief Civil Deputy District Attorney  
Nicki Leeper, Assistant County Clerk  
Amber Lane, Deputy Clerk  
Danie Day, Deputy Clerk  
Melissa Elges, Chief of Staff

**PLEDGE OF ALLEGIANCE**

Led by Chief Civil Deputy District Attorney, Doug Ritchie.

Chairman Gardner speaks:

Vice Chairman Rice is actually in Southern California for a class reunion. He's saying it's his 60<sup>th</sup>, I didn't realize that it was somewhere in that neighborhood. Anyways, I believe he'll be trying to join us online via Zoom, but he's currently not. I have no indication that he is online yet, right?

**PUBLIC COMMENT (No Action)**

Chairman Gardner speaks:

Public Comment. Public Comment is limited to three minutes per speaker unless additional time is granted by the Board Chairperson. Commissioner Engels has indicated he will be running the timing lights today in absence of Vice Chairman Rice. The Board of Commissioners uses timing lights to ensure that everyone has an opportunity to speak. You'll see a green light when you begin, and then a yellow light which indicates that you have 30 seconds left and should conclude your comments. Once the light turns red, please sit down. In addition to Opening Public Comment, Public Comment will also be taken on Administrative Agenda items that are identified for possible action and again at closing comment. At this time, Public Comment will be taken on those items that are within the

**DOUGLAS COUNTY BOARD OF COMMISSIONERS  
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jurisdiction and control of the Douglas County Board of County Commissioners. So at this time, is there any Public Comment here in Chambers? And when you approach the microphone, if you'd please state your name and sign your name, or print your name so that we can get that clearly into the record. Thank you.

**Ellie Waller** speaks:

Good morning. Yesterday there was a terrible accident on 395 near the entrance of the Best Buy; I was caught in that traffic accident snarl. I want to thank the first responders, the Sheriff, the NHP, everybody that works so well together getting traffic through the area and the folks that were injured out. This is an example to be remembered when approving projects requesting that County states they have no jurisdiction in determination. An independent assisted memory care facility in the general vicinity of the accident was approved recently with a request to NDOT to add a deceleration lane on 395 in that general area. I requested during Public Comment that that design feature be removed. I understand the County has no jurisdiction, but they certainly can make recommendations to developers to change the design. There are already two points of entry identified for that project, I'm hoping NDOT just says no. The County did approve language in the Indian Hills/Jacks Valley Community Plan, which I addressed during that meeting. Policy 6; minimize the number of points of access to U.S. Highway 395, Sunridge Road, Topsy Lane, Vista Grande Boulevard, and Jacks Valley Road, limit direct access from private property. This is the reason. That statement is proof that we need to address these kinds of requests. I also hope that the Board will request information on the sawmill. I sent in a large, long Public Comment that I won't bring forward here, it was meant for you as the Commissioners. I understand we can't do anything as a County, but it would be nice for you as Commissioners to tell the people you have concerns, you understand, and the presentation of the operation, so you better understand, so you can answer your constituents' questions and issues. Thank you.

Chairman Gardner speaks:

Thank you. Is there any additional Public Comment here in Chambers?

**Jason Garrett** speaks:

Mornin' Douglas County. Always try to start these meetings on an upbeat, it's difficult to do when you're restricted to three minutes. We'll kick this off with asking for a review or discussion on action item H, thank you. And I spent the last week, two weeks, contemplating what I wanted to say, and it all went out the window this morning like it usually does. I thought you were calling this meeting because we were going to have us a constitutional awareness week, because it's been constitutional awareness week all week, and it will be next week. So, we've been looking up and down for some kind of discussion forum or constitution celebration, or kind of a group gathering maybe in Genoa, you know, maybe a historic reenactment. And, well, it's not happenin', so maybe we can work towards that with this grant proposal that's up and coming, which is why we're here.

But before I get into that, I'm inspired because we've seen some little changes here and there, and that's been up at Stateline. I haven't been home in about 30 some odd years, so it's all new to me. And being able to go to these casinos and be a king for a day with all different kinds of people, and be able to have fun and afford that, it was never like that in times past. Spent the birthday of Robert Plant and Alison Krauss up at Stateline, it was a miracle to pass for that, and found myself in real good company. You know you're in the right place when Robert Plant chooses Nevada to spend his birthday; he can be anywhere else in the world, but he chose us. And what we noted there, instead of the typical stuffiness with security, is the Fire Department is now the medium for public relations at these

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concerts. And that makes me feel good, it makes me feel like dancing a little bit when you don't have armed centurions who are policing dogs and cats. So that's been a positive plus. We're here for the grant opportunity, and we'll save the rest of that for later. But we're looking forward to the Bently Mill purchase for a Peace Through Culture Center, a solutions-based center. And that will be working in tandem with the Buckeye Community Development crew next door, which takes the form of Douglas County Sheriff's Office. Thank you.

Chairman Gardner speaks:  
Thank you. Additional Public Comment?

**Jim Slade** speaks:

Speaking as an individual. Most of you probably know or read in the last Saturday's Nevada Appeal that Lyon County has recently considered a building moratorium, specifically in the Dayton area to address community concerns about burgeoning growth with its negative impacts on infrastructure and finances. The article stated, "after community feedback during a June meeting, Lyon County Commissioner Ken Gray asked for a presentation on the definition of legality of moratoriums, with residents asking what it would take for the county to stop awarding building permits in Dayton Valley." Lyon County is now the third largest County by population in Nevada, only behind Clark and Washoe Counties, having blown past Carson and Douglas Counties in the past 20 years. Lyon County, as the article states, "continually pays for the sins of the past as it tries to catch up financially." Lyon County seems to be finally figuring out what Douglas County hopefully learned a while ago, growth doesn't pay for itself. One Lyon County resident reminded the commissioners to solve the problem, "we're gonna have to get some Biden Bucks, or we're going to be paying for this until hell freezes over."

While added property tax from growth is always alluring, it never seems to pay for the added costs of infrastructure. That's why Douglas County, despite decades of significant growth leading up to the Great Recession, kept falling further behind on roads and other infrastructure, necessitating expanded sewer and water systems with higher fees and taxes. Our water supply, our most precious resource, is under threat due primarily to continued growth, exacerbated by the effects of climate change. Our population is more than two and a half times what it was in 1980 when the current JLEC was built, that's why we need a new one, which will cost the county taxpayers about \$50 million. Just as importantly, or perhaps even more so, is the gradual but persistent loss of our rural character and quality of life, both of which are so dear to our residents. The idea that a community must grow or die is a myth. The town in which I grew up has a lower population now than when I lived there, yet it is a healthy, thriving, prosperous community. I'm not suggesting that it's time for a building moratorium in Douglas County, I believe that's premature at this point, but may be necessary at some future time. What I am suggesting is that this Board and the County should be hesitant to approve further increases in density, especially by Master Plan Amendment. Including creating any more Receiving Areas until we see the effects of the several thousand homes already in the pipeline on our water supply, infrastructure, traffic, my wife was caught in that traffic jam yesterday as well, finances, quality of life and rural character. What should always motivate the Board and the County is what is in the long-term best interests of our residents. Thank you.

Chairman Gardner speaks:  
Thank you.

*Vice Chairman Rice joined the meeting via Zoom at 10:11 AM.*

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Chairman Gardner speaks:

So anyways, I have noticed, and enter into the record, that Vice Chairman Rice has joined us online. Are you available on audio also, Vice Chairman Rice?

Vice Chairman Rice speaks:

I am, sir. I apologize, I was having trouble connecting.

Chairman Gardner speaks:

Okay, very good. Thank you. Additional Public Comment? I see she's wearing pink for a reason.

**Jen Nalder**, Main Street Gardnerville Program Manager, speaks:

Good morning, Mr. Chair, Members of the Board. With your local Main Street Gardnerville Program. I came just to let you guys know that we have a bunch of events coming up in October, and I wanted to let you guys be aware of them. October we are doing our Paint the Town Pink event throughout Main Street again as we did last year, so we're very excited about that. We will have pink ribbons put on the posts throughout the lights in downtown, the town has approved that. And then this year we're also doing a sponsor pot program to where you can sponsor pink flower pots to put in businesses down the district, and we're gonna be donating three quarters of those proceeds to our local cancer treatment centers at Carson Tahoe Hospital and Carson Valley Medical Center. And then we also have a really exciting event coming up, Overland is going to be hosting a pink tie masquerade ball, or not really a ball, but a dinner as a fundraiser for our local Cancer Treatment Center at Carson Valley Medical Center as well. So, there's gonna be very limited tickets to that, and I do believe that they're going to start posting that now, so I would hop on that if you would like to do that. And this is all part of our help to do what we can to raise awareness for breast cancer and also help our local cancer treatment centers that treat so many of our beloved members of the community here.

October is also gonna be kicking off with our Fall Festival and Coffin Races. This year we'll be celebrating our seventh annual Coffin Races, and I hope you guys don't miss it. We already have six teams registered, it is a lot of fun, it's on Slaughterhouse Lane, and it will be a festival. I think we have over 50 vendors, a full lineup of music entertainment, and I mean, food trucks, everything, anything you could want and wish for. Again, that is October 1<sup>st</sup>, and we do realize it is the Air Races, but maybe if you guys have some time, we would love you to pop by. And of course, tonight is our wine walk. It's our spooky theme, so it's our fall festival theme, so if you guys feel like gettin' a little dressed up and gettin' those Halloween costumes out early, we'd love to see you. Your registration is at Big Daddy's and at Gardnerville Station, and again, all these proceeds that we raise from this we're able to turn back into our community.

So, a quick little update on the façade grant program that we have launched; so far, we have three businesses that have completed their projects, and they're getting ready to be awarded their sums. And I will be inviting you shortly to please come with us as we present their checks and congratulate them on their projects. You will see some signage up and down Main Street of who was able to successfully get these grants awarded to them. These small improvements go a long way for the local businesses here in the community, so having an event that is able to raise the funds in order for us to do this really means a lot. And of course, your support as the County means even more. So, thank you, and I hope you guys have a great day.

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Chairman Gardner speaks:

Thank you for coming by today. Is there any additional Public Comment here in Chambers? Sensing none. Ms. Elges, do we have any, I have to go online first.

Melissa Elges, Chief of Staff, speaks:

Yes, we do have...

Chairman Gardner speaks:

Do we have any Public Comment online?

Ms. Elges speaks:

We do.

Chairman Gardner speaks:

Okay.

Ms. Elges speaks:

Hello, Nancy Gilbert, are you...

**Nancy Gilbert** speaks:

Yes, I'm ready. Can you hear me?

Ms. Elges speaks:

Yes, we can hear you.

Ms. Gilbert speaks:

Thank you so much. I live at 464 Elks Avenue in Zephyr Cove. While we, this is dealing with Agenda Item Number 4 of the Consent Calendar pulled for further discussion. While we applaud the Board of County Commissioners' efforts to consider increasing VHR permit holder fees and charges to pay for the ever-growing Douglas County VHR program in order to enforce Douglas County ordinances concerning VHRs, we are hopeful that the Board of County Commissioners takes a historical perspective of South Lake Tahoe when a small neighborhood group successfully banned VHRs in South Lake Tahoe, single family residential areas. More enforcement, what we learned from that history is more enforcement did not quell or resolve the ongoing problems with VHR's parties, parking issues, and the neighbors got fed up. The better option to consider is reducing, in order to reduce, and also to reduce staff and administration costs in the VHR program is to seriously consider a ban on VHRs and Single Family Residential zoned neighborhoods in Tahoe like South Lake Tahoe did. And if you note in The Tahoe Tribune, the City Manager in South Lake Tahoe said that TOT taxes actually did not dip when they took that step. Thank you.

Chairman Gardner speaks:

I believe it's Ms. Gilbert, is that correct?

Ms. Gilbert speaks:

Yes. Yes, sir.

Chairman Gardner speaks:

So that was Consent Calendar Item C that you wished to pull, is that correct?

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Ms. Gilbert speaks:

No. It was, I was just addressing in terms of the three minutes Agenda Item Number 4, as to, and when they consider increasing the fees and charges, to consider also just a ban. So, it's in the Consent Calendar pulled for further discussion. Agenda Item Number 4.

Chairman Gardner speaks:

I'm sorry, but we cannot address that issue during that discussion because the agenda item is very, very specific, and to do so would violate Open Meeting Laws. So.

Ms. Gilbert speaks:

Fair enough.

Chairman Gardner speaks:

I'm sorry.

Ms. Gilbert speaks:

Thank you.

Chairman Gardner speaks:

Yes, thank you. Okay, is there any additional Public Comment online?

Ms. Elges speaks:

At this time, there is no additional Public Comment.

Chairman Gardner speaks:

Okay. So, I have a couple of Commissioners that wish to offer Public Comment. Commissioner Engels.

Commissioner Engels speaks:

Recently in the Record Courier, there was a headline, County collects over \$1 billion in sales tax revenue, first in history. Whoopee. Now, how did that happen? Well, it's because of inflation, because the chief beneficiary of inflation is government. And gas taxes, food taxes, as they go up, as the price of food goes up and the price of gasoline goes up, so does the tax that we collect for the County and every other entity in the U.S. The consumer price index that the government is using and Fed Chair Powell is talking about 8.3 percent, is a fallacy. The Consumer Wholesale Price Index on food is over 13 percent right now, so we collect more money, but then it costs us more money because we have to pay more money for things that we use, and we're all running into the same thing. So, we have to be very careful about inflation. Inflation is a very insidious thing, and this government has got to stop spending money like confetti, because that's what causes inflation. Nothing else does. Thank you.

Chairman Gardner speaks:

Thank you, Commissioner Engels, thank you. Okay, very good then. And at this time, I'll close Public Comment.

**APPROVAL OF AGENDA**

Chairman Gardner speaks:

The approval of the proposed agenda. The Board of Commissioners reserves the right to take items in a different order to accomplish business in the most efficient manner, to combine two or more items for consideration, and to remove items from the agenda or delay discussion relating to items on the agenda. I have been informed that the individual here in the public for Item Number 5 has an appointment that he cannot avoid, so I'm gonna entertain the motion to approve the agenda, moving Item Number 5 to Item Number 3 on the Administrative Agenda. So, at this time, I'll entertain a motion to do so.

Commissioner Tarkanian speaks:

Motion as stated.

Chairman Gardner speaks:

Okay. Motioned by Commissioner Tarkanian, seconded by who?

Commissioner Nowosad speaks:

Second.

Chairman Gardner speaks:

Okay. Seconded by Commissioner Nowosad to approve the agenda as presented, moving Item Number 5 to Number 3. Sensing no further discussion. All those in favor signify by saying aye. Okay, motion passes 5-0.

**MOTION TO:** Approve the agenda with Administrative Agenda Item Number 5 being heard before Administrative Agenda Item Number 3; carried.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>   |
| <b>MOVER:</b>    | Danny Tarkanian, Commissioner   |
| <b>SECONDER:</b> | Walt Nowosad, Commissioner  |
| <b>AYES:</b>     | Mark Gardner, Wesley Rice, John Engels, Walt Nowosad, Danny Tarkanian |

**APPROVAL OF PREVIOUS MINUTES**

**For possible action. Discussion to approve the draft minutes of the August 4, 2022, and the August 18, 2022, regular meetings of the Board of County Commissioners.**

**MOTION TO:** Approve the draft minutes of the August 4, 2022, and the August 18, 2022 regular meetings of the Board of County Commissioners; carried.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>   |
| <b>MOVER:</b>    | Walt Nowosad, Commissioner  |
| <b>SECONDER:</b> | John Engels, Commissioner   |
| <b>AYES:</b>     | Mark Gardner, Wesley Rice, John Engels, Walt Nowosad, Danny Tarkanian |

**CONSENT CALENDAR**

Chairman Gardner speaks:

We'll now go to the Consent Calendar. And a member of the public has asked to move Item H to the Admin Calendar, so we will go ahead and do that, pending a motion by the Board. If we were gonna do that, that would come after Item Number 5 and before Item Number 3. So, I'll entertain a motion to approve the Consent Calendar minus H at this time.

Commissioner Nowosad speaks:

So moved.

Chairman Gardner speaks:

Okay.

Commissioner Engels speaks:

Second.

Chairman Gardner speaks:

Motion by Commissioner Nowosad, seconded by Commissioner Engels to approve the Consent Calendar as presented, minus Item H, which will go to the Admin Calendar after Item Number 3 that we've just moved. Sensing no further discussion. All those in favor of the Consent Calendar as presented signify by say aye. Okay, motion passes 5-0.

**MOTION TO:** Approve the Consent Calendar minus Consent Calendar Item H, moved to the Administrative Calendar; carried.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>   |
| <b>MOVER:</b>    | Walt Nowosad, Commissioner  |
| <b>SECONDER:</b> | John Engels, Commissioner   |
| <b>AYES:</b>     | Mark Gardner, Wesley Rice, John Engels, Walt Nowosad, Danny Tarkanian |

- A. For possible action. Discussion to approve changes to the Fiscal Year 2022-23 secured and unsecured property tax rolls as presented by the Douglas County Assessor pursuant to NRS 361.765 and/or NRS 361.768 and authorize Chairman Gardner to execute "Exhibit A," an Order to Adjust Tax Bills and Correct Secured and Unsecured Tax Rolls, and directing the Douglas County Treasurer to correct the errors in the tax rolls pursuant to Nevada law. (Trent Tholen)**
- B. For possible action. Discussion to accept the July 2022 Douglas County Investment Report submitted per Douglas County Code 3.02.040. (Amy Burgans)**
- C. For possible action. Discussion to adopt Resolution Number 2022R-098 to elect to receive funding from the State of Nevada's guaranteed minimum share of the Secure Rural Schools and Community Self-Determination Act to benefit roads and public schools. (Amy Burgans)**

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- D. For possible action. Discussion to grant a utility easement to Topaz Ranch Estates General Improvement District (TREGID) within the Topaz Ranch Estates Neighborhood Park located at 3939 Carter Drive, Wellington, Nevada to allow TREGID to construct water well enhancements for the community water system. (Scott Morgan)**
- E. For possible action. Discussion to: 1. Authorize the Douglas County Community Services Department to enter into an existing Sourcewell contract with Sysco Food Services to purchase food and supplies (making Sysco the primary vendor for the Senior Services kitchen) and 2. Approve change orders to existing purchase orders ("PO") with US Foods (reducing the PO from \$210,000 to \$60,000), and Sysco Food Services (increasing the PO from \$60,000 to \$210,000). (Geoff Bonar)**
- F. For possible action: Discussion to: 1. Accept a \$52,643.70 Aging and Disability Services Division Transportation Grant Award for the grant period of July 1, 2022, through June 30, 2023; 2. Approve Resolution 2022-099 which augments the Fiscal Year 2022-23 budget to account for the grant award; and 3. Authorize the County Manager to sign the grant award. (Geoff Bonar)**
- G. For possible action. Discussion to authorize the Douglas County Sheriff's Office (DCSO) to accept an approximately \$37,000 State of Nevada Department of Public Safety (DPS) Traffic Safety Joining Forces Project Agreement Grant for FY 2022-23 \$37,000 with a 25% matching fund of \$9,250 for a total of \$46,250 for the grant period of October 1, 2022, through September 30, 2023, and approve Resolution No. 2022R-093 augmenting the DCSO budget in the grant amount. (Undersheriff Elges)**
- H. For possible action. Discussion to authorize the Douglas County Sheriff's Office (DCSO) to enter into an agreement with the US Department of Justice, Drug Enforcement Administration (DEA) Tactical Diversion Task Force, for a period of not less than two years to allow the DEA to reimburse the overtime of a DCSO Deputy assigned to work with DEA on the Tactical Diversion Task Force in the annual amount of up to \$17,074.75, approve Resolution No. 2022R-094 augmenting the DCSO budget in the amount of the DEA reimbursed salary, and authorize Sheriff Coverley to execute any required documents. (Undersheriff Elges)**
- I. For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through August 19, 2022, per Nevada Revised Statutes 251.030. (Terri Willoughby)**
- J. For possible action. Discussion to accept a \$16,132 2023 Hazardous Materials Emergency Preparedness (HMEP) Grant (Mid-Cycle HMEP) - 2022 Continuing Challenge HazMat Emergency Response from the State of Nevada; adopt Resolution 2022R-096 to increase the County's revenue and expenditure budget; and authorize the East Fork Fire Protection District Fire Chief to sign all documents related to the management of the grant. (East Fork Fire Chief Carlini)**
- K. For possible action. Discussion to accept a \$19,000 State of Nevada, 2023 Hazardous Materials Emergency Preparedness (HMEP) Grant (Mid-Cycle HMEP) - 2022 Fire Show West Conference; adopt Resolution 2022R-097 to increase the County's revenue and expenditure budgets; and authorize the East Fork Fire Protection District Chief or his**

**designee to sign all documents related to the management of the grant. (East Fork Fire Protection District Chief Carlini)**

- L. For possible action. Discussion to approve a contract for Emergency On-Call Sewer Utility services with Summit Plumbing Co. LLC. The contract will be for a period of 36 months, with an annual not-to-exceed amount of \$99,000. Payments will be made on a time and materials basis at the rates provided in Summit Plumbing's proposal. (Rick Robillard)**

## **ADMINISTRATIVE AGENDA**

### **CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION**

**H. For possible action. Discussion to authorize the Douglas County Sheriff's Office (DCSO) to enter into an agreement with the US Department of Justice, Drug Enforcement Administration (DEA) Tactical Diversion Task Force, for a period of not less than two years to allow the DEA to reimburse the overtime of a DCSO Deputy assigned to work with DEA on the Tactical Diversion Task Force in the annual amount of up to \$17,074.75, approve Resolution No. 2022R-094 augmenting the DCSO budget in the amount of the DEA reimbursed salary, and authorize Sheriff Coverley to execute any required documents. (Undersheriff Elges)**

*Consent Calendar Item H was heard after Administrative Agenda Item Number 5.*

Chairman Gardner speaks:

Okay. We had one item pulled from the Consent Calendar, that's Item H.

*Chairman Gardner read the agenda item into the record.*

Ron Elges, Undersheriff, speaks:

Thank you, Chairman. As stated, that's basically what it is, DEA will refund our overtime if incurred by the employee that's working up there with them. That's just a contract to allow them to work together to stop the drug influence coming into Douglas County.

Chairman Gardner speaks:

Okay. Commissioners, any questions, comments? Okay, then this is a for possible action item, so we'll take this to Public Comment. Is there any Public Comment here in Chambers on this item?

## **PUBLIC COMMENT**

**Jason Garrett** speaks:

This microphone is built for midgets, you really gotta hunch over like this and get down here if you wanna be heard right. But we're going to risk talking at this item, risk being misunderstood. House of Gibson, Douglas County Citizens Coalition for Justice. As you know, I did felony time over cannabis in this county; I didn't get to graduate with my class because I went to jail. I served in Elko, Nevada. I did an 11-month sentence and I got out in five because I was at the front of my fire crew, top of my dorm, and when I was released, we relocated to Oregon. That one incident destroyed my prospects for a quick start, it destroyed my fellowship with my classmates, and it made it extremely difficult to reintegrate myself from a distance in Oregon with my kin who I grew up with. We're not opposed to

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law enforcement and the tactical division or the DEA, but we are looking for an apology for the \$57 billion that ya'll been banking since 1972 in the form of Nixon's drug war. We ended that drug war, not y'all's with the Farm Bill Act in 2018, and that decriminalized hemp in 50 states. And that's why you're seeing the problems you got today, because their cash cow is gone. So, they need a civil revolution, civil war from within, because that money which was going to be diverted to the wall by Trump in the form of a \$6 billion upfront grant, and then \$51 billion, the same price tag as Nixon's drug war. And when that didn't fly, you found yourself in a revolution with the country torn at the seams, and that's what's really happening today.

I have a neighbor who was assaulted by Douglas County Sheriffs and an urban armored assault vehicle. His family was flash bombed, he went to jail, his whole community alienated him, he lost his apartment, he lost his relationship with his partner, over a half ounce of cannabis. And that's what's been going on for over 70 years. But it goes further back to 1936, '37, '38 and '39, that's when they criminalized hemp cannabis, and they should have done so constitutionally like they did the alcohol, but they didn't. They circumnavigated the lawful way of taking care of things when it comes to prohibition or this, that, and the other, and they haven't done that. They've been breaking the law for over 85 years. We're looking for an apology and a maladministration audit, and if you won't give it to us, then we'll bring it and we'll litigate over it. Thank you.

Chairman Gardner speaks:

Thank you. Is there any additional Public Comment here in Chambers? Sensing none, or seeing none. Do we have any Public Comment online Ms. Elges?

Melissa Elges, Chief of Staff, speaks:

At this time, there is no Public Comment online.

Chairman Gardner speaks:

Very good. We'll bring it back to the Board. Any questions? Commissioner Engels.

Commissioner Engels speaks:

Well, I know for a fact that we've already had one guy arrested for selling fentanyl. This Board, it's about three years now, flat restricted, no dispensaries for cannabis in the county, you have to go to Carson. And I don't agree with what the commenter just stated, that it is all our fault, because I don't think it should be legalized. It is a gateway drug, and it no question, it has a very strong impact on young minds and the cerebral cortex that is not developed by younger, kids and it's being offered to them along with other drugs. Anything that we can do to fight this scourge, including fentanyl and other things, I'll support it.

Chairman Gardner speaks:

Okay. We need to be very careful that we don't stray from the agenda item. So, is there any other? Okay, this basically over accepting overtime pay in conjunction with our activities with DEA. So, if there's no other further discussion, then I would ask for a motion.

Vice Chairman Rice speaks:

Mr. Chairman?

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Chairman Gardner speaks:  
Vice Chairman Rice.

Vice Chairman Rice speaks:

Mr. Chairman, I would like to make the motion that we authorize DCSO to enter into an agreement with the DEA Tactical Division Task Force as presented, and approved Resolution 2022R-094 for augmenting the DCSO budget in the amount of the DEA reimbursement salary and authorize Sheriff Coverley to execute any required documents.

Commissioner Nowosad speaks:  
Second.

Chairman Gardner speaks:

Okay. Motion by Vice Chairman Rice, seconded by Commissioner Nowosad to authorize the Douglas County Sheriff's Office, DCSO, to enter into an agreement with the U.S. Department of Justice Drug Enforcement Administration, DEA, Tactical Division Task Force for a period of not less than two years to allow the DEA to reimburse the overtime of any DCSO Deputy assigned to work with the DEA on the Tactical Diversion Task Force in the annual amount of up to \$17,074.75, and approve Resolution 2022R-094 augmenting the DCSO budget in the amount of the DEA reimbursed salary and authorize Sheriff Coverley to execute any required documents. Sensing no further discussion on that. All those in favor signify by saying aye. Motion passes 5-0. Thank you.

Undersheriff Elges speaks:  
Thank you, sir.

**MOTION TO:** Approve authorizing the Douglas County Sheriff's Office to enter into an agreement with the US Department of Justice, Drug Enforcement Administration Tactical Diversion Task Force, for a period of not less than two years to allow the DEA to reimburse the overtime of a DCSO Deputy assigned to work with DEA on the Tactical Diversion Task Force in the annual amount of up to \$17,074.75, approve Resolution 2022R-094 augmenting the DCSO budget in the amount of the DEA reimbursed salary, and authorize Sheriff Coverley to execute any required documents; carried.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>   |
| <b>MOVER:</b>    | Wesley Rice, Vice Chair   |
| <b>SECONDER:</b> | Walt Nowosad, Commissioner  |
| <b>AYES:</b>     | Mark Gardner, Wesley Rice, John Engels, Walt Nowosad, Danny Tarkanian |

- 1. For presentation only. Ceremonial presentation of Proclamation 2022P-100 designating September 17, 2022 as "Citizenship Day" and September 17-23, 2022 as "Constitution Week" in Douglas County. (Chairman Gardner)**

*Chairman Gardner read the agenda item into the record.*

*Chairman Gardner read the proclamation into the record.*

Chairman Gardner speaks:

So, a very momentous time for us and our United States of America. So, we appreciate your indulgence in reading that.

**RESULT: FOR PRESENTATION ONLY.**

- 2. For presentation only. Presentation by Community Development staff on the 2023 Federal Housing and Urban Development Community Development Block Grant (CDBG) program. A summary of potential projects and outreach to the community for the 2023 grant cycle will be presented. (Lucille Rao)**

*Chairman Gardner read the agenda item into the record.*

Lucille Rao, Community Development Assistant Planner, speaks:

Thank you, Mr. Chairman. Just give me a second here to get hooked up to the Zoom, I might need some help. Ms. Elges, I might need some help. Here we go. Thank you, I just needed a little support. Thanks. Okay, sorry about that. Okay, here we go. Well, I'm here to do a quick presentation for you. As you know, I come every year and make a presentation for the Community Development Block Grant program, so, we'll just jump in. So, this year, as in the past few years, there's \$3.4 million available for the entire State of Nevada for this Community Development Block Grant program, and it is for the low to moderate income areas of the county, and grants are available on a competitive basis for non-entitlement rural cities and counties. Okay, so there are 11 cities and 16 counties that this money is available to. The ones highlighted in red are designated as LMI areas, the entire city or county, well in this case it's cities, the entire city is a low to moderate income area. So, anywhere in that area is available for these grant funds.

So, to date, Douglas County, we began this program in 19...the State began the program in 1982, and we were part of it. So, from 1982 to 2022, Douglas County has received \$4,000,219 and 800, I'm sorry, \$4,219,000. Currently, we're administering from the 2022 grant the Carson Valley Food Closet Fleet Program. You might remember they were awarded \$110,000, and that's for the purchase of two new vehicles. The national objectives; they have to benefit 51 percent or more low to moderate income persons, aid in the prevention or elimination of slum or blight, and address a recent urgent Community Development need. A few years ago, the Governor changed the program, and instead of it just being for low to moderate income areas, there has to be also an economic development element which makes it a little tricky for some of these applications. So basically, we have to show that whatever the project is, has some sort of economic development tied to it. So basically, what the State is saying, we have to use, they would like to use more of the CDBG dollars for economic development and align the programs with plans and activities that also align with the Regional Development Authority. So, we work with the Regional Development Authority also, to see how the projects that we are bringing forward align with what they're looking for in our community as well.

Okay, so some of the categories that fit under the LMI are children who are abused, people who are homeless, the severely disabled, spouses who are battered, people who are elderly, the illiterate, people suffering with AIDS, and farm workers who are migrant. For a project to be fundable it has to pass two tests, it has to meet the national objective and have an eligible activity. So, some funding ideas, and we're gonna go through a couple of these; is construction of public facilities, rehabilitation of privately-owned nonresidential buildings, rehab of a common area of residential structure with more than one dwelling unit, so a multifamily unit, micro price enterprise for LMI owners and persons

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developing micro-enterprises, job training and employment support services. Just to jump in here on that one, we have two applications that we're developing right now, one has been put in the system, it hasn't been reviewed or approved by the State, and that's the Carson Valley Arts Council. They're looking for money for a planning grant to hire an architect to develop the final plans for their project. Right now, they have, and you may have seen, they have a conceptual idea of what they want to do with the Arts Council building, but this is to finalize the plans and have some kind of construction plan so that they can move forward. The other application I spoke to is JoJo Townsell. He has not actually put his application in yet, but it has to do with job training and employment support services, so that actually fits very well with this program for teenagers, for high school students. So, we're gonna be developing that application as well. And if those applications are approved by the State to move forward, they will finish developing their applications and then we will bring it forward to you for review and possible approval to bring forward, or to submit to the State for funding.

So, with Public Facilities, some of the things that may qualify for the national objectives; it has to benefit, again, it's all low to moderate income clientele, I'm just kind of repeating the same things. Slum and blight areas, which we don't really have slum and blight areas, and that's kind of a hard one to work on anyway, so we typically don't see those applications. Maybe infrastructure improvements, maybe something in a park. ADA Accessibility is a good one, that might be maybe if the Town of Gardnerville wanted to submit one for sidewalks, something like that, or any kind of a building that needed, even this building if it needed some kind of ADA Accessibility, we could put in a grant for that. I'm just throwing out ideas. This is for the public also to hopefully spark some interest with the public. We have until October 14<sup>th</sup> to get these application ideas to me so we can get applications developed. Other eligible activities; acquisition, construction, reconstruction, rehab or installation of commercial or industrial buildings, assisting a private or nonprofit business, economic development in connection with eligible activities, job training, again, we talked about that, and rehab again of public buildings. Okay, then there's planning and capacity building, which is the Carson Valley Arts Council application is a planning grant. So, the eligible activities include, assist and determine the community needs and plans related to implementing a CDBG project. So, job training, crime prevention, health services, child care, substance abuse, fair housing counseling, energy conservation, welfare service, recreational services, down payment assistance, that would be for purchasing of homes. So, this is just pretty much just...Okay, so timeline; so, October 14<sup>th</sup>, like I said, is the deadline for an application to be put into the system. Between the 15<sup>th</sup> and somewhere around the 21<sup>st</sup> the State will look at those applications and then they will let me know if those applications can move forward, if they've met the criteria.

Chairman Gardner speaks:

Ms. Rao.

Ms. Rao speaks:

Yes? Sorry.

Chairman Gardner speaks:

Can I interrupt you just for a minute here? It says October 14, 2021.

Ms. Rao speaks:

I'm sorry.

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Chairman Gardner speaks:  
Is that an incorrect date?

Ms. Rao speaks:  
It is. That's my typo.

Chairman Gardner speaks:  
Okay.

Ms. Rao speaks:  
It's 22, thank you for catching that.

Chairman Gardner speaks:  
I am proving that I am paying attention though, right?

Ms. Rao speaks:  
You are, thank you. So, October 14, 2022 for everyone, is the deadline for the 2023 grant. So, we put the applications in now, they're reviewed in April or May for funding, and then the grants actually start July of 2023. I just wanted to make that clear to the public. So, October of this year, all the applications have to be in, the State will review them, and then they will let me know if the applications have met the criteria, and then they can move forward and to complete their applications, which is a way more involved process going forward. Right now, what the applicants have done is just basically what they're looking for, how much money they're looking for, and it's just a quick idea of what their project is. December 15<sup>th</sup> I'll be back, if those two applications that we received, or more hopefully, are approved to move forward, then you would have an opportunity to review those applications and then vote on, A, if you want to support them, and which ones you would like to move forward. February 8<sup>th</sup> is my grant deadline for the final applications for me to put together and get to the State by February 17<sup>th</sup>. So right now, basically we're asking for any public input on ideas and projects, anyone have any questions, they can contact me. And so, if we have any questions.

*To review Ms. Rao's full presentation please see the Supplemental Meeting Materials.*

Chairman Gardner speaks:  
Very good. Could we go step one slide back? Okay. So, Commissioners? Commissioner Tarkanian.

Commissioner Tarkanian speaks:  
If I remember this correctly, we didn't get many applicants last year, right? Just one, and they were awarded \$110,000 plus two vehicles you said?

Ms. Rao speaks:  
Yes, it was \$110,000 to purchase two vehicles.

Commissioner Tarkanian speaks:  
To purchase two vehicles. Okay, so we really underperformed in trying to take advantage of one of these handouts the government's given, which they give enough. Okay, so let me ask you something, we are trying to build a new JLEC building for the judicial enforcement, legal, and so forth. It seems to me it would fall under every single one of these categories. Would this be something the County could apply for, too?

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Ms. Rao speaks:

Yes, Commissioner Tarkanian. Yes, the County could apply, the County can apply for two applications for anything, and they can sponsor two applications, so we can technically turn in four applications.

Commissioner Tarkanian speaks:  
What's the most we can apply for?

Ms. Rao speaks:  
You can ask for up to \$3.4 million.

Commissioner Tarkanian speaks:  
Thank you.

Chairman Gardner speaks:  
Commissioner Nowosad, any questions? Commissioner Engels? No. Vice Chairman Rice, any questions?

Chairman Gardner speaks:  
No, sir.

Chairman Gardner speaks:  
Okay. So, I do have just one question, I think. And that is, even though we would rank these applicants and submit these applications for approval, whether it be from private parties or other entities other than the County, just because we necessarily rank them, and promote those and forward those, that doesn't guarantee the allocation of those funds and the approval of those grants. Is that correct?

Ms. Rao speaks:  
That's correct. You are only choosing which ones that you feel are appropriate to move forward, and then they're submitted, and then there is a council that sits around and discusses them. They review the applications of course, and then they vote on which ones. And typically, just so you know how the process works, because I've been at many of these meetings, they discuss them, but they choose the most... So basically, what the Governor's Office is looking for, is really something that's going to make the most impact in a community. So, if someone is asking for \$1,000,000 for a water system or a sewer system or something, that's truly impactful for their community. They're going to start with those first, so, they sort them out, they put them in order from dollar order, highest dollar order down. If there's money left over, then they'll pretty much fund everyone. So, what happened with the Carson Valley Food Closet was, they were not gonna fund that, and there was money, they were leaving money on the table, and so, I spoke up and I said, why would you not fund this? I mean, you have money, why would you put it back in? So anyway, that's kind of how it goes. Even though \$110,000 was a lot of money, there were million-dollar projects in there that they were funding.

Chairman Gardner speaks:  
So, what is the, did you tell us what the total amount of this is from the State of Nevada? Okay, what is the total amount of funds that are available in this process?

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Ms. Rao speaks:

We don't have the final number until, they can still vote it in Congress, but typically it's been between \$3.3, \$3.4 million, up to \$3.5 in the last few years. So, the federal money gets to the State, and the State distributes it.

Chairman Gardner speaks:

So that's total funds available throughout the State, is \$3.4 million, thereabouts?

Ms. Rao speaks:

That's correct.

Chairman Gardner speaks:

Okay. So that's going to be certainly highly competitive throughout our State, right, so I hope that some of our GIDs may take a look at this also as possible funding for some of their critical projects. So, I think that's important. Okay, any other questions then? Very good. And so, '22 was funded, but this is basically for the State budget cycle of '23 to '24, is that correct?

Ms. Rao speaks:

So, it's for the Fiscal Year of 2023, yeah, 2023 to 2024. May I make one comment?

Chairman Gardner speaks:

Sure.

Ms. Rao speaks:

Just so the public is aware, if anyone needs to contact me, my phone number is (775) 782-6218, and it's lrao@douglasnv.us.

Chairman Gardner speaks:

Thank you. So, if there's no further questions, we thank you for the presentation. This is a presentation only item, so we will not be taking Public Comment on this, but we do appreciate that, and we'll see you back I take it at our December 15<sup>th</sup> meeting, right? So, okay, thank you very much, appreciate it.

**RESULT: FOR PRESENTATION ONLY.**

- 3. For possible action. Discussion to approve an Interlocal Agreement between Douglas County, acting as the Tahoe Douglas Transportation District, and the Tahoe Douglas Visitor's Authority to partially fund the operation of a Micro-Transit System to facilitate public transit within the District from the 1% Transient Lodging License Tax collected pursuant to Douglas County Code Section 3.14.020(B), in an amount to be determined by the Board for Fiscal Year 2022-2023, and approve a budget augment in an amount to be approved by the Board. (Patrick Cates and Zach Wadle')**

*Administrative Agenda Item Number 3 was heard after Consent Calendar Item H.*

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Chairman Gardner speaks:

Okay. So, we've dispensed with Item Number 1, we've dispensed with Item Number 2, we've dispensed with Item Number 5, and Item H of the Consent Calendar. We'll go to Item Number 3 now on our printed agenda.

*Chairman Gardner read the agenda item into the record.*

Zach Wadlé, Deputy District Attorney, speaks:

Mr. Chair, if I might, before the discussion ensues on this side? I need to make one correction on a typographical error in the agenda materials. The agenda refers to the one percent Transient Lodging License Tax collected pursuant to Douglas County Code Section 3.14.020(B). That code section is absolutely correct, the term Transient Lodging License Tax contains a typo. It should read Transient Lodging Rental Tax, it's a de minimis error, but I want to make sure the record is clear that that is the tax that we're talking about. It is indeed the tax that is collected pursuant to Douglas County Code Section 3.14.020(B). So, with that being said...

Chairman Gardner speaks:

So once again, I just want to make sure we're clear that's Transient Lodging Rental.

Mr. Wadlé speaks:

Rental, rental tax.

Chairman Gardner speaks:

Rental tax.

Mr. Wadlé speaks:

As opposed to license tax.

Chairman Gardner speaks:

Okay. And, we're not in violation of any Open Meeting Law for not having that, correct?

Mr. Wadlé speaks:

I don't believe so, Mr. Chair.

Chairman Gardner speaks:

Okay. So, you may proceed.

Mr. Wadlé speaks:

Thank you, Mr. Chair. As the Board no doubt recalls, the Tahoe Douglas Visitor's Authority previously made a presentation on this item relating to the funding of a Micro-Transit public transit system within the Tahoe area, and specifically in Douglas County, the Stateline casino core area. That is a requirement in connection with the construction of the event center in Stateline. So, what we've done at this point is we've drafted an interlocal agreement for this Board's consideration and left the funding amount blank, because at this point in time that amount is undetermined, and this Board needs to make a decision as to what amount it's willing to fund for this purpose or not. I do want to clarify that this agreement before the Board is solely for this existing fiscal year, Fiscal Year 2022-2023. It does not extend at this point beyond that, to the extent that future funding beyond this existing fiscal year

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occurs, that would be subject to future negotiation and determination by this Board at a later date. With that, Mr. Chair, I'd be happy to take any questions.

Chairman Gardner speaks:  
Mr. Cates, you had something to add?

Patrick Cates, County Manager, speaks:  
Thank you, Mr. Chairman. I just wanted to put some numbers to this conversation, and you should have a hard copy handout. There's also some that have been left for the public, and this is also on page 49 of the supplemental package. So just to put this in a little bit of context, so this is Fund 236, the Tahoe Douglas Transportation District, this is funded by the one percent Transient Lodging Rental Tax. The current unassigned fund balance as of the end of Fiscal Year 2022, that ended June 30, our audit's not final, but these numbers should be final, but they haven't been audited yet. So, the total unassigned balance is a little over \$2.8 million, it's generating a little over \$1.1 million per year. There are expenses going against that, there's not a lot of expenses, I know some of that goes to the Tahoe Transportation District, which is a separate entity, and I believe some of the snow removal contracts. There's some minor expenses that hit against that, so that leaves about \$966,000 per year. I did want to point out that based on Board action a few years ago, \$300,000 annually is being allocated for the South Shore Revitalization Plan, and that is a reference to the Loop Road Project, just so you're aware. That is something that I don't want to get off on a tangent and stray from the agenda, but that is something that there's about a \$1.8 million between this and RTC that's been allocated for that project. That is something that I think the Board should review during the budget setting process, whether or not you want to continue with those allocations. As you may or may not be aware, the Loop Road Project has slowed down significantly and it's unclear when that project will proceed, given what's going on in the City of South Lake Tahoe. But anyway, I just wanted you to see the cash flow. Assuming that \$300,000 continues, that's leaving about \$666,000, roughly half of the total amount as unassigned cash flow every year. So, I'm happy to answer any questions on that as well. Thank you.

Chairman Gardner speaks:  
Thank you. Commissioners, questions? Commissioner Engels.

Commissioner Engels speaks:  
The financial information that's always presented by LTVA and these kinds of projects is always kind of vague. And is there any place where we have the startup costs, busses, facilities, maintenance, all of these other things? And what's the capital expenditure gonna be to just get this thing going? I haven't seen it anywhere.

Chairman Gardner speaks:  
And I'm not seeing any answers out of their faces.

Mr. Cates speaks:  
I do know this service is already running. Lew Feldman has presented to the Board previously on behalf of TDVA on the status of that. I know they have equipment there up and running, if you wanted to ask Mr. Feldman to come up, I'm sure he could give you more detail.

Commissioner Engels speaks:  
I appreciate that, but Lew Feldman is an Attorney, not a bean counter. I'd like to see somebody more financially oriented pull some numbers together. I asked him about this, I don't know, a couple of

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months ago, and he just came up with oh yeah, about \$1, million or something. Well, that's pretty vague, so we need more detail. I mean, how much is this going to cost? And then, the maintenance of these vehicles is going to be very expensive, you have to have staff that are gonna maintain it, they have to be in some sort of a facility, I don't know if up at the Lake or down here, because you get some pretty heavy winters up there at the Lake. And all these considerations and you just get these numbers kind of sort of. So, before we enter into this, I'd like to see more detail. Thank you. I probably won't be here, though, so you won't have to deal with me, so if you can sneak it by before I'm gone, you'd better hurry up.

Commissioner Tarkanian speaks:

Okay. So, it's my understanding, and you guys can correct me if I'm wrong, the project is up and running. It's actually expanded from the initial area of where the transit was going in Douglas to a little bit further. There are numerous entities that are putting in money to pay for this cost, all the other ones, many of which are private, some are government agencies, and Douglas County is just trying to figure out what share of these costs it's going to be. So, having the actual cost, I mean, it may not be as relevant as knowing what the other people are putting in, which is relevant, and didn't we get that at the last meeting?

Chairman Gardner speaks:

Yes. Commissioner Nowosad, any questions at this time?

Commissioner Nowosad speaks:

I just want to put in a word that says, yeah, I agree. Of course, I'm a kind of a stickler about detail because I used to work in quality assurance. But finding out a plan, here's how much we got, here's what we intend to do, here's how much it's going to cost to get there to do the gas or electric, whichever it is. And more detail, as Commissioner Engels has said.

Chairman Gardner speaks:

Vice Chairman Rice, do you have anything to ask?

Vice Chairman Rice speaks:

Yes, sir, I do. The Micro-Transit system is already in progress, it's already operating. Multiple agencies, including El Dorado County, South Lake Tahoe, Carson City, and a couple of others have already helped to fund this project to get it off of the ground. What is being asked of us is to provide our fair share. Now, there's been some debate about how far the system is coming into Douglas County and at what percentage, how many miles, whatever. But one thing that we need to keep in mind is that this transit is going to bring people from South Lake Tahoe, from El Dorado County into Douglas County, to not only our casinos, but to the event center. Not only are they gonna be bringing in the customers, it's going to be bringing in the workers that we're going to need so that we can operate the new event center and get them back and forth, because as we all know, they cannot, most of them will not be able to afford to live in Douglas County. So, this is, as far as I can see, this is a win-win for Douglas County. This transportation is very much needed and this is a start, this is not where it's gonna end up, this is seed money to get the program up and running. It's already gonna be coming in, it's my understanding, at least as far as Round Hill Pines and in the near future, within the next fiscal year, it will be going all the way to Zephyr Cove and serving the communities all the way from Stateline to Zephyr Cove; including all of our residential areas in Lake Village, Round Hill, and all of the areas all the way up to Zephyr Cove. So, this is something that is needed, and we need to contribute our fair

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share. We have, I would say of that \$600,000 that's sitting there, we should at least be contributing our fair share, which I believe would be in the neighborhood of \$400,000. So that's my take on the issue.

Chairman Gardner speaks:

Thank you. At this time, I'm going to go to Public Comment, okay, and then we'll bring it back to the Board for further discussion. And I will reserve my comments until after Public Comment. So, at this time, I'd offer Public Comment. Are you gonna time this, Commissioner? Thank you.

Lew Feldman of Feldman, Thiel LLP, representing Tahoe Douglas Visitor's Authority, speaks:

Good morning, Mr. Chair, Commissioners. We do have via Zoom, the operator, the project manager for the existing system, Mr. Raymond Suarez. And we have a slide deck that would inform you as to the service area, the budget, and actually some fairly remarkable success in the initiation of this project. And I would propose that we permit Mr. Suarez to make a presentation to the Board, and then perhaps I could conclude with some comments and some additional Public Comment.

Chairman Gardner speaks:

So, Mr. Feldman, how long do you expect that to take?

Mr. Feldman speaks:

I think Mr. Suarez's presentation will be less than ten minutes.

Chairman Gardner speaks:

Okay. We're offering everybody else three minutes, so that's why I'm questioning counsel as to what that would involve.

Mr. Feldman speaks:

I would ask him to speak quickly.

Chairman Gardner speaks:

Okay, so.

Mr. Feldman speaks:

If I may, let me introduce Mr. Suarez.

Chairman Gardner speaks:

Yes.

Mr. Feldman speaks:

Who was selected by the South Shore Transportation Management Association as the Program Manager and Public Information Officer for the TMA's service called Lake Link. Mr. Suarez was selected due to his extensive industry experience implementing mobility innovation programs, best practices, and thoughtful urban designs to ensure transportation options are more accessible to the general public, improve mobility, and add value to stakeholder communities. His experience working with boards of directors, communities, funding partners, nonprofits, and private businesses to deliver innovative mobility solutions were important selection criteria to the TMA. He certainly currently serves as an industry strategy advisor and innovation leader, implementing multimodal solutions, Micro-Transit programs, transit-oriented development projects across the United States, and has already proved invaluable to the TMA Board stakeholders and engagement to ensure a smooth

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program launch of the Lake Link service. And I believe has the economic expertise to address any questions the honorable Board may have. Thank you.

Chairman Gardner speaks:

We can't hear you, Mr. Juarez. Is it Juarez? Suarez? Suarez, okay. Mr. Suarez, apparently your mic was muted, and so we couldn't hear you. I still can't hear you.

Raymond Suarez, Lake Link Program Manager, speaks:

Can you hear me now?

Chairman Gardner speaks:

Yes, we can.

Mr. Suarez speaks:

Alright. Sorry for that technical difficulty, my apologies. Since time is limited, do you have my presentation? Can you see the presentation?

Chairman Gardner speaks:

No, sir, we cannot.

Mr. Cates speaks:

It's on page 40 of the supplemental packet. We could pull...

Mr. Suarez speaks:

I will walk through it as expeditiously as possible, I'll skip some pages. So again, good morning. I have over 25 years of expertise and innovation in public transit. I've served as a CEO and technology innovation officer across the country. I'm here to present Lake Link and the opportunity for Douglas County to join over 19 funding partners, which is extraordinary. I will tell you that having been personally involved in transit management associations across the country, this by far is the most participatory. It's quite phenomenal that these folks have been able to join forces, it's a testimony to how sorely needed Micro-Transit is, or frankly, to reduce the vehicle miles traveled along the 50 corridor. I think everyone will agree that that's something that is certainly impacting the livability, the viability of your two great states and the South Lake Tahoe area. The service was launched on July 22<sup>nd</sup> with a proposed budget of \$1.2 million; we do have a contract with a service provider downtown, or we have a very detailed budget. The estimated cost for the first year is \$1.2 million, that's based on four vehicles and operations from 7:00 AM to 10:00 PM on the weekends, and to 9:00 PM Monday through Thursday. And that's based on an hourly cost, which includes fuel vehicles, operating operators for two shifts, seven days a week. And the operator is responsible for turnkey, so they maintain all vehicles. We have short term parking already taken care of, and we're looking with partners to find existing surface parking so that we can lodge the four vehicles.

Moving on. I'll skip through, there's, on one of the pages there's an area map. I'll talk a little bit about the service. It's free to riders, it's an app-based product project, it works door to door. So basically, you download an app, you request a ride within the service zone, and a vehicle will pick you up in roughly 15 minutes. The vehicles are in two configurations, a passenger van that covers or carries 12 people, and minivans that carry up to five. They're wheelchair equipped and they have bike racks, and they're available to anybody that's in the zone during the operating hours. The ridership has been phenomenal so far, roughly 30 percent, 36 percent of all rides have happened in the Nevada territory, and I'll get

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into some of the details. But as you look at the area map, you'll see that there's a much larger segment of the area covering the California side. This whole design of the area map was designed to try to mitigate or reduce vehicle miles traveled. So, in order to do that, we want to make sure that we're bringing workers and folks to keep them out of their cars, to put them in these vehicles to reduce the number of miles traveled in the lake way zone along 50. And so, the density certainly is around the casino Stateline area, the Barton service area down Kingsbury, and then of course, the large service area in California is covered by (*inaudible comment*) Tahoe and Heavenly. But if you'll notice on that map, the majority of that coverage area is in neighborhoods, and that's designed, as was stated earlier, to bring workers to leave their cars at home, bring workers to the service along, or the businesses if you will, during shift work.

The other thing that this service was designed to do is not only to take care of the local, the locals, but to provide visitors with the ability to park their car, leave it there, and have a car-less experience while they're there. And again, that's designed with a concentration, as you can see, around Stateline, where there's a lot of density of not only businesses, but hotel rooms, and that's more or less the service area. On the next slide is some of the ridership, which is phenomenal. Typically, you would see in transit a slow start, and we actually started a week before on January 15<sup>th</sup>, but the service launched to the public started on 22<sup>nd</sup>. We've already carried 20,000 passengers, which is extraordinary given the fact that we only have four vehicles that are implemented at this time. The average wait time, which is really the way to determine what level of customer service we're delivering, is 15 minutes, and the actual time that people will spend on the vehicle is eight minutes, which actually compares with some of the largest transit agencies as far as how often vehicles come and pick you up and drop you off. So, I think the service is working phenomenally well.

The next slide, I want to camp out on it just for a minute, because these are hard to understand, but they're pretty simple. So, what this shows is an aerial view of the entire service area, the hotter, or the red color, shows the highest concentration of pick up and drop offs. The green is where people are being picked up or dropped off, but going to the concentrated areas. So, you can very quickly see that the majority of the service is picking up and dropping off people along 50 currently around Stateline and Kingsbury where Barton is. But a lot of that feeder is coming from all the neighborhoods and it's covering all four corners of the service area, which is phenomenal because what that means is that we're providing accessibility to everybody that is in the service area, and it's doing the job that it's expected to do. We did provide an initial survey for how people were using the service. As you can see, workers, shopping, casinos, outdoor recreation, and concert and events is the preponderance of the, or the majority of people or how they're using the service, which is a great service design. And again, this service is working phenomenally well.

Next slide, please. And we'll just go through that because it's in your packet and it basically provides some feedback from customers. We're able to track this information in real time. I want to spend most of the remainder of the time on the next slide because it's probably the most important. The, again, on the left side of this slide is, is what we're asking Douglas County to fund. Again, those 19 partners have done a phenomenal job in raising funds, the initial budget was expected to be \$1.2 million to cover the first year of operation. We did receive some feedback, and so we went back and looked at service parity. So, to increase the service zone, to equal the geography, we're currently carrying about or covering roughly three-square miles. So, if we continued or extended this service beyond Rock Hill, Round Hill Village, excuse me, it would cover about six miles, which is about the size, maximum size that you would want with a service zone and keep the service expectation somewhere between 15 and

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20 minutes. That additional cost would be roughly \$325,000 on top of the 600. Again, the 600 is part of the \$1.2 million for the first year of service.

We've also been in conversations with the City of South Lake Tahoe. They've been conducting their own survey with their consultants about how to extend service because they're also excited about this, and they're looking at extending service more or less throughout the City of South Lake. Of course, that would take additional budget amendment and discussion about adding service, but we felt it was very important. We understand that ultimately, in order for this to be successful, it needs to be looked at as a system that's serving both states and along the corridor as much as possible within financial feasibility. So, we're very excited and always had the intent to extend the service beyond the initial launch. So, I would hope that the Commissioners recognize that you have to start somewhere. We wanted to make sure that we were covering the core, we needed to launch it, we needed to make sure that it worked as expected. And the metrics have shown that we're literally doing extremely well with the service, and it's working exactly the way we'd expect. We are absolutely asking for the \$600,000 for your consideration to continue the service.

We have operators and staff that live in, in both of our jurisdictions across the state line that are dedicated to providing exemplary service, and of course, we'd hate to stop the service. So, to make it clear, funding is needed, if we don't receive any funding, the service would probably stop around January. Of course, we would have to notify staff members and operators before that end date. And this has been so successful, in my opinion, across other deployments that I've seen across the country that we need to keep the momentum. Beyond this funding request, we are already working on longer term funding, we'll be looking at a five-year plan. And I'm happy to come back and share the details of the contract that we have that shows cost, because I know that is a very important consideration as you deliberate moving forward. But I will tell you from all of my experience across the country as a CEO of transportation authorities, most transit authorities across the country are moving in this direction. You have absolutely leapfrogged a lot of the work and effort that they've had to put forth, and it's just a phenomenal service, and I'm proud to be associated with it. And thank you for your time, and I'm happy to answer any questions at this time.

Chairman Gardner speaks:

Thank you. Any questions by the Commissioners? Commissioner Nowosad.

Commissioner Nowosad speaks:

A question for you, sir. How many vehicles are currently involved in this project?

Mr. Suarez speaks:

Thank you, sir. We have four in operations and one in spare, as a spare.

Commissioner Nowosad speaks:

And that's enough to do this area?

Mr. Suarez speaks:

To...

Commissioner Nowosad speaks:

And they want to have transportation to dial (*inaudible comment*).

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Commissioner Nowosad speaks:

Yes, sir. Currently, we're operating in a 15-minute headway, that's contractually what we've expected. That's considered a very high level of customer service. In comparison, the bus service that's operated currently by TTD operates on an hour frequency, in some cases where they're interlined it's 30 minutes. And we certainly want to work with the TTD to make sure that there's parity between the fixed route and this on demand, but at 15-minute headways, even at 20-minute headways, that's a very high level of customer service. And to carry 20,000 people in less than two months with four vehicles is phenomenal effectiveness and efficiency at this point. We expect it to get better as time goes on and people know about how to use it.

Commissioner Nowosad speaks:

Okay, let's jump forward. The event center is in progress, it works. There's an event going on, was it 4,000 people that'll hold? 5,000 people it'll hold. Can you support that?

Mr. Suarez speaks:

The Micro-Transit by itself I would say, fixture out bus service Micro-Transit won't carry 4,000 people, it's not designed to do that, it's part of a of a strategy to provide a full systems approach. The TMA and I are actually working on other forms of mobility to help move those people, some of that would include engaging with charter services, bus charter lines so that we can move more people along the same corridor and reduce the number of vehicles that are parking in the area. But all of these different solutions have to weave together to create a master transit plan. But if you'll note on that, on that heat map, what it will do is it's going to keep a lot of folks that are taking trips to the grocery store, shopping, and reduce those trips, which is also adding to the congestion. It's not just moving the 4,000 people, we have to look at moving everybody through that corridor to actually reduce congestion. And so, our plan moving forward is not only Micro-Transit, but Micro-Transit and then a higher density service that would work during the major events. Not just the event center, but at times when celebrity golf and where the entire area is suffering from congestion, that we figure out how to get more frequency, higher volume vehicles. And this will take a coordinated effort with the TTD, Lake Link, and the charter services. I hope that answers your question, sir.

Commissioner Nowosad speaks:

Well, somewhat. But in your explanation, you indicated that, I think you intimated that we would reduce the vehicular traffic to zero. In other words, everybody in the county would use that, everybody in the area would use that bus service.

Mr. Suarez speaks:

That was not my intent, if, that's not what I suggested. My suggestion was that it helps reduce vehicle miles traveled.

Chairman Gardner speaks:

Thank you. Any other questions? Okay. At this time, then...

Commissioner Tarkanian speaks:

Oh, I have a couple of questions.

Chairman Gardner speaks:

Okay.

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Commissioner Tarkanian speaks:

He was on the button. Okay, I've got a couple of things. So, let's say, which I don't think you're gonna get the full 600, but let's say you got \$600,000 and we wanted to expand it into this area above Round Hill, which I've been told it already was going through Round Hill. In fact, I think Vice Chairman Rice said the same thing, from your map it doesn't, but let's say we want to get in there and there's another \$325,000. How much do you expect Douglas County to pay of that 325? Because what you said, South Lake Tahoe wants to expand it, but they'd have to go before their board. And they're looking to expand it in their area, are they going to be paying a portion of this 325 or do you expect Douglas County to?

Mr. Suarez speaks:

I think it's a, I don't want to speak on behalf of the counties involved, but I will say is that there's benefit to both counties. There's benefit to South Lake Tahoe, and there's benefit to the businesses; I think that's why you're seeing such a groundswell of businesses.

Commissioner Tarkanian speaks:

Okay.

Mr. Suarez speaks:

And by the way, there's businesses that want to continue to grow. That, I think it'll take some conversation on how we grow it together, because by expansion of that service area, I think there's opportunities for everyone involved to benefit from it. And it'll be our challenge and our responsibility to come back and work with the counties to figure out how to fund that additional service.

Commissioner Tarkanian speaks:

Alright. So now you're talking in circles, and this is what frustrates me when I have people who come and present this before the Board. You presented this to the Board that this is where they're at right now, and you want to go into Round Hill, this is the enticement to get Douglas County to put more money into it. You can't just say, well later on we'll figure out how much to put into it. If Douglas County's putting in what you're requested right now, 600, there's got to be a plan of how the other 325 is gonna go. What you answered to me was just a roundabout generalization, hey, we'll figure it out later. But, you know, on the Board, we're not gonna agree to this, this is an annual compensation that I assume you're hoping that we're gonna vote for today. So, to get us...

Mr. Suarez speaks:

Understood.

Commissioner Tarkanian speaks:

Give us some specifics.

Mr. Suarez speaks:

Okay. Let me try again, I'll try to be more specific. To expand that, to extend that service, we'll have to add an additional vehicle in service. So, we've looked at this already, to get that area coverage, that additional vehicle will require staff for two shifts, and the fuel, and the actual capital cost, if you will, or lease cost of the vehicle itself, so that's \$325,000. The reason I said what I did is, I don't, when you look at how we've funded the core system, there's a collaboration between businesses, the county and the city, they're all contributors. So, I'm not suggesting that we want to be nebulous about it, to say that we're gonna ask Douglas County for all 325, it would be much like what we've already done.

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There's going to be an extension to other businesses, we would request that the businesses participate as well.

Commissioner Tarkanian speaks:

Okay, so let me just cut you off. So, you spent some time saying what these expenses were, we already know the expenses, the amount, you said 325. I'm trying to figure out where the cost is gonna be, so let me just cut to the chase and see if you can give a better answer on this, okay?

Mr. Suarez speaks:

Okay.

Commissioner Tarkanian speaks:

I'm looking at this thing County Manager Cates gave us and it says that we have a net \$666,000 annually coming in from the TOT taxes as of this time, assuming we don't put the \$300,000 back in. But we're at 666, you want 600 now, and there's 325 more that's gonna benefit primarily Douglas County. You can say you can go back to South Lake Tahoe and you need to put more in, but they don't have a legal obligation to do so. According to our interlocutory agreement, if we sign something that's going to continue, we're bound to that for as long as the event center is up, so we're legally bound, but nobody else is legally bound. And you're gonna stick Douglas County with this, we don't have that kind of funds to do so. So, either one or two things happen; either somehow somebody is generous enough and they're gonna come in and put some money and offset Douglas County, two, Douglas County raises more TOT tax, but even that doesn't pay for all the other stuff they need. Or three, you're gonna have to cut back on the service. Now you understand the problem you put forward right now?

Mr. Suarez speaks:

I understand the problem.

Commissioner Tarkanian speaks:

Let me just, I want to. I want this project to work, because I've heard from a lot of people in Lake Tahoe they want this, okay? But you gotta make it work for us.

Mr. Suarez speaks:

And that's what we're trying to do. Transit is not, it's not free, and I don't, I know you know that. This is a problem that is across the country, is local funding versus state and federal. If you want to look at the total risk, yes, it's another \$325,000 on top of the 600. That will give you parity as far as geography is concerned, I think having a six-mile zone makes a lot of sense, I think...

Commissioner Tarkanian speaks:

But we know that. It's a question of how that parity is gonna happen. Again, I don't mean to cut you off, but I get so frustrated because I don't think my question is vague. The question is how do we fund the parity, and do you expect Douglas County to fund it? Because we don't have the money, even if we wanted to fund it with all the TOT taxes.

Mr. Suarez speaks:

As far as clarity is concerned, it'll take another \$325,000 to provide that coverage in that geography. If you're looking at it from a risk perspective, it's another \$325,000 from the Douglas County side, which would include Douglas County and any other participants that might come in. That's the only way that I can explain it at this time.

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Commissioner Tarkanian speaks:

The last question is, and I'm not as familiar with how this all works up in Lake Tahoe, I'm sure Vice Chairman Rice can give me an earful when he gets here. But you mentioned this fixed bus service, is this a service that's also funded by Douglas County, or at least that the TRPA? Tell me how that works.

Mr. Suarez speaks:

I'm sorry, I didn't understand your question.

Commissioner Tarkanian speaks:

How is the bus service funded? The fixed...

Mr. Suarez speaks:

The Micro-Transit service?

Commissioner Tarkanian speaks:

No, the fixed bus service that's up there now.

Mr. Suarez speaks:

That's through the TTD and the TRPA and federal block grants that come in. And I'm not in a position to speak on behalf of TTD, my apologies.

Commissioner Nowosad speaks:

Mr. Chairman?

Chairman Gardner speaks:

Commissioner Nowosad.

Commissioner Nowosad speaks:

One further question is, looking at this map and looking at the California-Nevada border, what's the population of the southernmost chunk of that map? (*Inaudible comment*) the California side of the border.

Mr. Feldman speaks:

23,000 people in South Lake Tahoe, about 5,000 people in the Tahoe Township.

Commissioner Nowosad speaks:

Within this map. And how much in the township?

Mr. Feldman speaks:

About 5,000.

Commissioner Nowosad speaks:

5,000.

Mr. Suarez speaks:

A portion of that would be in the area that we're covering. The numbers you quoted us for the city township.

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Chairman Gardner speaks:

One at a time. Commissioner Nowosad, were you done?

Commissioner Nowosad speaks:

Yes, I'm done, thank you.

Chairman Gardner speaks:

Okay. And Commissioner Engels had some questions, and then we'll come back to you, Commissioner Tarkanian.

Commissioner Engels speaks:

Commissioner Tarkanian is correct. And the problem that we have as a Board of Commissioners, we have a fiduciary responsibility to watch out for the taxpayers of our county in general. The majority of the taxpayers in our county will not be using this operation up at the Lake, and we are already indebted to the tune of \$35 million to build the event center. So, we're kind of like becoming the piggy bank of the Lake to do all of these projects, and some of it just seems to be we're taken advantage of. Now I can understand how businesses up at the Lake would want to have this service, now how much have they obligated themselves to pay for continuing this service? I know there's a lot of razzmatazz going on right now and there's a lot of businesses that have contributed some money, but are they gonna continue doing that? Have you heard anything? I haven't heard anything. Thank you.

Chairman Gardner speaks:

Okay. I think we need to go to Public Comment now. So, at this time, I would open the floor to Public Comment for the public here in Chambers. I have some comments to make, but I will wait until after I listen to Public Comment. So, Mr. Feldman.

Mr. Feldman speaks:

Thank you again, Mr. Chair.

Chairman Gardner speaks:

We're on timers now, Commissioner Engels.

**PUBLIC COMMENT**

**Lew Feldman** of Feldman Thiel LLP, representing Tahoe Douglas Visitor's Authority, speaks:

Commissioners, a couple of things that I think are significant. First, the one percent that goes to transportation must be spent at the Lake for transportation. So, we're not looking for an additional grant from the County, we're trying to take money that is reserved for transportation and spend it on transportation. Barton Health, Heavenly Mountain Resort, Caesars, Bally's, Hard Rock, and Edgewood companies are all the largest employers and taxpayers at the Lake; they have individually and collectively contributed to help make this system operate, They are your constituents, and they are asking for your support among the other partners that would like to see this successful. This is a pilot program to expire next July. It's already underway, and as Raymond has enlightened us, is off to a fairly spectacular start. This is a great amenity to the citizens of Douglas County who in a recent poll identified traffic congestion as the number one concern in the core. It's not really rocket science, but it's confirmed, and this is a solution to traffic congestion. We have an opportunity to take resources that must be spent to reduce, to improve transportation and improve transportation.

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The other thing that a recent poll disclosed is that on a 2-to-1 basis, Douglas County residents would like to see money spent to support a transportation system at the Lake. Note that you have set aside some money for the Stateline Revitalization Project. As you may or may not know, the permit that TRPA issued for the Loop Road expired last year, and so I think the probability of expenditures to facilitate that otherwise notable and wonderful opportunity just is not before us today. Today, the opportunity is to create a year-round Micro-Transit system that is off to a great start, and with your support, we'll be able to grow this system. And finally, I would say, as you may or may not be aware, when the event center opens, \$4 from every ticket that is sold is going to be used to support transit, and we will get you transportation through the Round Hill area through that supplemental resource, in answer to Commissioner Tarkanian's question. So, seize this opportunity, seize this vision, and help us change the world at the Lake, improve air quality, water quality, mobility, and the quality of life for our citizens and your constituents. Thank you very much, and I appreciate the Chair's ongoing interest in this, we have had some conversations, and I certainly welcome any questions that you may have. Thank you.

Chairman Gardner speaks:

Thank you. No, we're in Public Comment right now, so. Additional Public Comment here in Chambers?

**Jason Garrett** speaks:

Thank you, Commissioners. House of Gibson. That was well said, well spoken. These folks are running opinion polls, I think we should start doing the same. If we were to design an outreach education campaign and start talking to people, and make them aware...

Chairman Gardner speaks:

Mr. Gibson, we need to ask that you keep your comments to this particular...

Mr. Garrett speaks:

That's what I'm doing, Commissioner, thank you.

Chairman Gardner speaks:

Okay, okay.

Mr. Garrett speaks:

And I'm gonna ask for my time back that you keep stealing from me. Um, look, most people don't even know that the program exists or that it's available. People are so attached to their status symbols and their cars that they're not aware that they can get on a transit and get all around the Lake, you know, for way less than what they're paying at the gas stations. You still have people that have a stigma associated with the transit; if you ride transit, you're low income, you're homeless. So, that's the kind of mentality that we're dealing with. You've got people who are running around in fancy \$80,000 trucks, you got one or two people, you know, who you know, are just so attached to this American status symbol that they look at public transit as being underclass, and it's not true. And this blue line system is far more efficient than whatever we're running here in this county, when you got these big fat busses running around with one or two people in them, I mean, come on. You've got all of these resorts that, you know, have public transit, and they're all running around, too. So when you go up to the Lake, you're watching all of these empty busses run around, and if they were coordinated somehow, and worked through some kind of plan or some kind of master understanding of all of this utility, then you could draw upon that instead of having one or two people in a large bus. You could have less

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busses, or there's so many ways you can approach this, but if you had a downloaded app that came with the blue line utility, people could buy a pass, they could buy a yearly pass for \$100 or whatever, they could give back. But if you did an outreach education campaign and you called people from home and you said, hey, we're just taking an opinion poll, first of all, we want to thank you for being a contributing citizen or whatever. We want to make you aware of some things that are available, we're wondering if you know about the public transit, if you're utilizing the public transit, would you contribute to the public transit? These kinds of outreach campaigns can be automated, and the utilities that are available to feed back to the Commission are exceptionally powerful in making decisions like these and finding solutions.

Chairman Gardner speaks:  
Additional Public Comment?

**Carol Chaplin** speaks:

Good morning, Mr. Chair, County Commissioners. Thank you for the opportunity. Tahoe Douglas Visitors Authority. Um, I do have two points that's in your comments that I wanna bring up, and I'll shorten my own comments. But Mr. Wadlé, could you just clarify that this interlocal agreement is just for one year, is that correct? Okay, because I think Mr. Tarkanian, just with all due respect, this is not continuous. I believe that I understood that this was a short term interlocal agreement for the time being, so I just wanted to make that point. I also, Commissioner Nowosad, I also wanted to address the 4,000 people that need to get transit after a concert event. Remember that we have four large casinos with four large parking lots and a lot of those people are staying in those casinos during those events. So, you're not looking at transporting 4,000 people for every event, I just wanted to clarify that so that you could picture that in your mind. I am actually here to represent your constituents up at the Lake. I'll read this letter into the record, and I have this written for you so that you don't have to type fast, Miss Clerk, I'll have it for you.

*Ms. Chaplin read the prepared statement into the record.*

*To review Ms. Chaplin's reference material please see the Supplemental Meeting Materials.*

Chairman Gardner speaks:  
Thank you.

**Ellie Waller** speaks:

I was surprised to hear Carson City is contributing, I don't see them on the list. That piqued my interest. They'll have employees that will drive from Carson City up to our Round Hill area if the service is provided, so they need to be contacted for your five-year operating plan. Also, in the last round on May 23<sup>rd</sup>, a question was asked if are there any places for people in Douglas County to park in Round Hill. That consideration needs to be taken into account when we're looking at this, we might need to use some of that transportation money to build a parking lot to get those people transported, also, again, drawing in Carson City as a partner. Last meeting, Commissioner Gardner stated it quite well, I think our residents are asking how you are helping us out, and I don't see how we're helping them out here. So those are my comments. And once again, it's not a question of if, it's a question of when this is going to be fairly done. It also says Stateline up to the event center is only 200 yards, that's walkable distance, almost all 365 days. My seven pages covered a lot of comments from all the Commissioners, and those all need to be taken account, they're still the same today. Until such time

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that the Round Hill portion of this is going to be accomplished, one half of one percent or less is sufficient.

We will still have to contribute to the Main Street management loop planned replanning, thank you, Mr. Cates for bringing that up. It's in flux right now, we will be participants. It is another transportation project. Some of my other questions were because this is just a pilot, it says four to five years for winterization, will the equipment today be utilized in a couple of years if California goes forward? You may not be purchasing your cars there, but what kind of standards are you going to have? All that needs to be taken into consideration when we're looking at the future of this project. I lived in Placer County for a long time, it took them six years to get a free program, and as stated, is not free. That is another issue somewhere down the line. I'm hoping the TRPA will figure out how to get people from north shore to south shore. Today my other questions, I'm trying to make sure I keep this at three minutes, just because there is money available doesn't mean we should be dedicating the entire one percent. And just to rehash, we do need to take care of our constituents, so we need to make sure that further discussions include Douglas County on where our constituents will park. Does the Round Hill businesses, just like the south shore businesses have parking available? Thank you.

Chairman Gardner speaks:  
Thank you.

**Kirk Walder** speaks:

I live in Zephyr Cove. While I'm a Member of the Planning Commission, I am giving my personal views. I support funding for Micro-Transit at Lake Tahoe; it will be good for all of South Lake, and especially for Douglas County. Let me first address the concern that we should not fund programs that compete with the private sector. In general, I agree with that philosophy, but in this case, the Micro-Transit program will serve a different customer than the private sector, it will take longer to arrive and possibly make several stops. Government provides many types of services that "compete with private businesses." The County operates a gym and a daycare center that compete with private operations, we have a library that competes with bookstores. Government can and should provide services that maximize benefits to residents without unduly taking business away from the private sector.

The goals of the program are to reduce single trip cars and to provide more efficient and on demand transit. The target audience is primarily tourists and workers. In my view, it's unlikely that a large number of locals, particularly those in Douglas County, will give up their car for a five-mile trip if they have to wait 15 minutes or more and share a vehicle. South Lake Tahoe will clearly produce more demand as they have more workers and younger people without cars. The Nevada side has a higher percentage of wealthy individuals and those who are retired. Most importantly, service to a wide area of South Lake Tahoe will bring tourists to Nevada, increasing our sales tax and other revenue, and it will provide service to employees who are vital to Douglas County businesses. The topography and population density of South Lake versus Nevada makes Micro-Transit more efficient in South Lake, many areas of Nevada are extremely hilly, making it hard for Micro-Transit to turn around and difficult to navigate in the winter. The argument that South Lake and Nevada should have equal service if they pay equal amounts is problematic. How do you determine equal service? By population, by land area? A program of this nature should serve the areas and population that results in an efficient service that will benefit as many as possible. Douglas County will clearly receive great value from this program. Thank you.

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**Michael Glover** speaks:

Good morning, Commissioners. Michael Glover, President and CEO of the Tahoe Chamber. I'm not going to repeat all the arguments that you've heard currently, I'll keep this brief. We've already previously submitted a letter in support of the full funding request, the Tahoe Chamber Board of Directors and members that we represent in the South Tahoe Basin, both Nevada side and California side are strongly in support of the Micro-Transit. I'm a Zephyr Cove resident and I have taken it several times to work, to restaurants, I use it, I like the service, and we strongly support and urge you to grant the full funding request. Thank you for your time.

**Jerry Bindel** speaks:

Good afternoon, Commissioners. I represent the South Lake Tahoe Lodging Association. I'm going to read parts of a letter that the South Lake Tahoe Lodging Association has endorsed. I represent the association, which is a business interest and advocacy organization representing hotel, motel, casino and tourist related businesses on both the Nevada and California side of the south shore of Tahoe. We are in strong support of this agenda item, and we support the level of funding equal to one half of one percent of the Transient Lodging Rental Tax. We support this level funding for a year-round on demand Micro-Transit system, and this TLRT has to be paid, has to be used for transportation related programs that benefit the district. This program is that. Our organization represents, again, lodging and associate member interests on both sides of Stateline. Through the past two months of service, we have seen a tremendous positive impact from this service on our guests and businesses. Guests on the California side of Stateline and further into California are able to be transported to Stateline casinos, restaurants and businesses at no cost to them, allowing them free and easy access to those businesses without having to pay for parking. If not for these free and frequent shuttles, many of our guests are less likely to visit, less likely to stay longer, and less likely to spend more at those casinos. By having this service, guests are spending at our casinos, spending at our restaurants and shops in Nevada, and contributing to Douglas County tax revenues. Additionally, workers living in the area are able to get to their places of work, many of them in the casinos and restaurants at Stateline, and keeping their cars at home, not having to pay for parking either. The Micro-Transit service has had great positive momentum after only two months, this additional funding is needed to maintain the service levels that have created this positive impact. We strongly encourage you to vote in favor. Thank you.

**Steve Teshara** speaks:

Good morning, Members of the County Commission, good afternoon, sorry, by a couple of minutes. I'm Chair of the Board of Directors of the South Shore Transportation Management Association. We are the organization that has retained Mr. Suarez to be our Program Manager based on his significant experience. A couple of things I wanted to just point out based on the discussion, thank you for the robust discussion, Carson City, by the way, is not a partner right now, I think they will be someday. But what Mr. Walder had explained in terms of the density of South Lake Tahoe versus the density and the demographic of Douglas County, I think makes a lot of sense. The request that we made was for \$600,000, and we got to that number by looking at the resolution previously approved by a County Board of Commissioners. We thought that was a reasonable inclusion for the budget. And then the \$320,000 number that's been bandied about, I think we understand the interest of this Commission and extending the service. It can't possibly happen this fiscal year because we would need additional vehicles and staff, and we're not presently in the situation to be able to do that. However, what can take place is the discussion with Round Hill Pines Resort. We will be going into Douglas County farther when we come to the winter because Heavenly is a funding partner. So, we have an opportunity by next fiscal year if we all want to continue this, to be able to have further service in Douglas County. Right now, I think it makes sense to bring the density that we have, workers, and customers for

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businesses in Douglas County, to bring them from South Lake Tahoe. And we are working, as you know, with Barton as a funding partner to make sure we expanded the area a little bit to cover the Barton's Clinics and their new facility that's coming to lower Kingsbury. At any rate, the request is for \$600,000, I explained why we got to that number. We hope that you can get as close to that number as possible so that the service doesn't end in January, and that we can continue to have conversations with the County going forward as to how this works to benefit the County, the residents of Douglas County, and some of your largest taxpayers and constituents. Thank you.

**James McKalip** speaks:

It's kind of hard to know to be for or against something until you know what it's gonna cost. So, it's either the greatest bargain ever or the biggest boondoggle, and I'm really not sure. It sounds like there's a lot of benefit to businesses. My understanding was TRPA required this for the building of the event center, and this doesn't seem like anything that's going to really support the event center, it can't carry enough people. So, you're gonna have the same problem that people talked about who were troubled by the event center and other events, such as the amphitheater at Harveys. It can't carry the people in and out. And so, where it seems like there are good things about it, and I'm not necessarily against this depending on how much the County puts in, I'm just worried about it not serving the point that I thought initially that this was supposed to be about, that was supporting the event center. So that's my question about this. Thank you.

Chairman Gardner speaks:

Is there any additional Public Comment here in Chambers? Seeing none. Ms., hang on, hang on, Ms. Elges, is there any Public Comment online?

Melissa Elges, Chief of Staff, speaks:

There is no further Public Comment online at this time.

Chairman Gardner speaks:

Okay. I'm gonna bring it back to the Board. And before we go any further then, I'm gonna make my comments, if you don't mind. Okay so, and I addressed this to Mr. Cates, because he was initially on the program here to give this presentation, and Mr. Wadlé, and Mr. Feldman. I don't know if you know it yet, but honestly, being honest with you guys, I have difficulty with confrontation and disagreement, and I work to avoid it. I have spent many restless nights wrestling with this particular issue, including last night. I got up at 2:30 AM because these thoughts were going through my brain and I wanted to put them on paper. So, I am very tired right now and my voice probably shows it. I'm looking for a resolution on how this Board could go about meeting our responsibilities under this resolution. To that end, we scheduled a special meeting of this board in the Tahoe Township several months ago, where it was revealed that this proposed Micro-Transit would not access the residential neighborhoods of Douglas County, which had been previously indicated to me, and much to my dismay, that came to fruition. And while residents expressed support at that time, that support was expressed prior to the revelation that it did not go into any residential areas of Douglas County.

In addition, I consulted as Deputy District Attorney Zach Wadlé understands, and also Doug Ritchie, is that I've spoken many times with legal counsel and our County Manager to see how this issue could be resolved to the benefit of the residents and visitors of our county. I was truly hoping that that issue would be addressed prior to coming back to this Board for further action in ridership and access. This issue, to my knowledge, is still unresolved as expressed today. I was further told that the service would be from doorstep to doorstep; however, that does not appear to be the case either. The problem is now,

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that our residents have to travel to the zone in order to take advantage of the transit. That's troubling to me. We were told that this service is free to the users, but I see nothing in the resolution that it needs to be. Why does it have to be free to our residents? I'm questioning whether the ridership would be at its current levels, and I appreciate those numbers, but I question whether or not that ridership would be at its current levels had it not been free. I believe that all individuals who choose to enter the Tahoe Basin should be free to do so at their discretion of choice of vehicle, whether that be personal or public, yet there continues to be ideas floated within the basin to restrict that access. And that's troubling to me, and concerns me regarding the economic vitality of the region. While we do not yet have the financial data of TOT and TLLT tax from this most current recent summer season, in talking with many business entities in the basin, it has been reported that it has been a very difficult year and hotel occupancy has been down, while cries of over tourism echo around the basin. Yet that's not what the businesses are expressing. We do not know what financial extent we are going to be able to meet this obligation due to that. We don't know what our TOT and TLLT tax is going to be received through this last season. I know that Vice Chairman Rice is finding himself in a conflicting position, both serving on many boards regarding aspects of the Tahoe Basin and while primarily representing the taxpayers of the Tahoe Township. And I respect that Vice Chairman Rice, I told the voters in Douglas County that I would address every issue that came before this Board with a three-way test. A, does it make sense in my head? This does not. Does it feel right in my stomach? No, it does not. And am I staying true to my heart and my core beliefs? And I don't believe that if I approved this, I would be. This issue currently as it stands, does not meet any of that criteria.

Ladies and gentlemen, it would be easy to sign an agreement and allocate taxpayer funds, yet that would be not meeting our fiduciary responsibilities we as a Board were elected to do. While you indicate the service is free, nothing in this agreement requires it to be so. You indicate that we are the only mandated entity, so what prevents the other interests as had been expressed by other Members of this Board, what prevents them from withdrawing from and leaving us holding the bag? That's a deep concern of mine. If we approve this and it expires in July of 2023, entities are going to be right back to this Board looking for a continuation of the program. I've never seen a program in the federal government, or the local government, or the state government that seems to have a sunset. Once you start it, it's in place, so that concerns me. If it were free, you wouldn't be needing our funding from us, because nothing's free. This is a redistribution of taxpayer funds that we were elected to protect. With all this being said, I keep getting drawn back to line two of this resolution that was originally passed which states, "to ensure such service is carried out efficiently and best serves the needs of Douglas County residents and visitors." I'll repeat that, line two, to ensure that such service carried out efficiently and best serves the needs of county residents and visitors. This service in my observation, does not yet accomplish that goal, and for those reasons, I can't support this at this time. Once again, I'm hopeful you, Mr. Feldman, to bring us back something that the Board can approve that would accomplish that goal. I do understand and appreciate the fact that we have a resolution that we need to honor, but we're not ready, in my mind, to honor it at this time. Do the other Commissioners have anything else to say? I'll start with Commissioner Engels.

Commissioner Engels speaks:

I'd like to direct this to Mr. Waller, Zach. I forgot my line of thought. Oh, road maintenance. Would any of this money that's coming from the taxes up there be used for road maintenance or snow plowing, etc.?

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Mr. Wadlé speaks:

Is the question whether this money from the Transient Lodging Rental Tax, whether that money can be used for road maintenance and so forth? The answer to that is yes, but this money has to be used for transportation related services within Tahoe one way or another.

Commissioner Engels speaks:

Okay.

Mr. Wadlé speaks:

Mr. Chair, if I might? I just wanted to make a couple of clarifying points for the record. First of all, in response to Ms. Chaplin's Public Comment, the proposed agreement before the Board does indeed only last through this fiscal year, through June 30, 2023. Any subsequent funding for this purpose would be subject to future negotiation of a budget, material terms, amongst all of the interested parties, and that would have to be negotiated separately. And then one question, or one topic that came up with the Chairman's Public Comment, so the TRPA permit that was issued for the event center that requires this system to be implemented, also requires that system to be free to the rider throughout the term of the service. So that's where the free to the rider requirement comes from, it's a part of the permit. It's not part of the Douglas County resolution, it is a requirement of the permit to operate at the event center through TRPA. So that's where that comes from. Anyway, I wanted to clarify that.

Chairman Gardner speaks:

Thank you.

Commissioner Engels speaks:

Let me just follow up. There was a comment made by one of the speakers that the load capacity of a single bus is not particularly big. And it's recalled that at the Edgewood Golf Tournament, the casinos were sending over big Amador commercial busses to bring people back and forth to the casinos. It doesn't seem like this is going to be sufficient enough to carry any kind of capacity from the casinos to the event center, or to any other venues that are, you know, a few hundred people. Thank you.

Commissioner Nowosad speaks:

Mr. Chairman?

Chairman Gardner speaks:

Go ahead, Commissioner Nowosad.

Commissioner Nowosad speaks:

Thank you for your heartfelt and in detailed consideration of this movement, or motion, rather. I'm looking at the map as it sits right now, and according to the population quoted 27,000 in South Lake Tahoe and 5,000 in Douglas, part of that. And you want us to supply \$600,000? You need \$600,000 to do something else, so how about taking the percentage of population, which is 15 percent for Douglas and 75 or 85 percent for the other counties? It amounts to \$510,000 for South Lake Tahoe and \$90,000 for Douglas, that would be fair. But I'm not going to vote based on that number unless somebody jumps up and says, yeah, we can do that. I suspect that's not going to happen. So, thank you, Mr. Chairman, for your time.

Chairman Gardner speaks:

Commissioner Tarkanian, any additional?

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Commissioner Tarkanian speaks:

I got a lot to say. Alright, first of all, with respect to Ms. Chapman's statement, this is only a one-year contract, and also yours. We understand that that was part of what we were briefed, the problem is, nobody wants to spend several hundred thousand dollars for one year and see the program end, right? I mean, why are we going to allocate two, three, four, \$500,000 this year if it's not gonna stay in business a year from now? So that's very important. So, my question to the presenter up there I thought was really important, how are we gonna continue this program based upon what our budget is and so forth? And I did, Mr. Richie gave me the information about the cost per ticket, and I understand that there's going to be more revenue coming in when the event center that opens, and that's great. I mean, that might alleviate some of the concerns about running out of money with the TOT. But all that money from the event center is Douglas County money, it's a Douglas County funded facility. So, we're going to take all the money from the event center, plus we're going to take all the money we're paying for it, and get what type of service? I, for one, feel that we should provide this service to the residents of Lake Tahoe, because virtually all of them I talked to are in favor of it, at least the ones I talked to. It makes sense. I hear all kinds of problems about the transportation up there, how some draconian measures are being proposed to limit the transportation in Lake Tahoe, which I think would be devastating. So, if we can find a good solution, it'd be wonderful, but it has to be a solution that's equitable to Douglas County. You can't just say, hey, just because it's going to be great for the people in Lake Tahoe, Douglas County should pay the far lion's share and the event center tickets are part of our lion's share.

So, the question is, and this is why I may disagree with some people on the Board, the question is what is the equal service, the benefit that Mr. Walder talked about? What is equal service? Is it the number of people that are being transported? I don't believe that's the case. To me, the equal benefit is who's benefiting from those transportation? So, if we have people from California that are coming to Nevada and spending tax dollars at either this event center or in the casinos, then we got a far bigger benefit than somebody who lives in California. So, it can't be just person to person or geography, so I disagree with that. But on the other hand, I don't think you can say, hey, we're going to charge, we're going to expect Douglas County to give \$600,000 now, and then we're gonna have them come up with another \$325,000 just to move out to Round Hill. I mean, that's far greater than the benefit I believe we're going to be receiving. So, we need to find some kind of ground that's much more equitable if we did have the votes to pass this, which from what I'm seeing right now, there isn't the votes. But I for one, would like to see it passed, but I absolutely think it needs to be equitable. I don't think what's being asked right now with the 600 plus the 325 is equitable, but I'm only one vote.

Chairman Gardner speaks:

Vice Chairman Rice, did you have additional comments or questions?

Vice Chairman Rice speaks:

Yes, I do, sir. I would like to remind the Board that we have an obligation to fund Micro-Transit, this was something that was agreed upon long ago. To me, the question is at what amount? People seem to be looking at this, the entire program ought to be working right now, but this is a start. This will develop Micro-Transit, this will move people into our core where the taxes are collected. I would also like to remind the Board that this is money generated in Lake Tahoe that must be used in Lake Tahoe. Not one damn dime has come from the Valley to pay for any of these projects, including the event center. This is all money generated at the Lake and we have not taken a cent from the Valley, I would like to remind you of that. I would encourage you to please fund this program, we need it, it's our responsibility to do it. And we keep kicking the can down the road, and it is not making Douglas

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County look like equal partners, and we are the ones benefiting from this Micro-Transit. They're going to be the workers, most of whom cannot afford to live in Douglas County, who will be coming from South Lake Tahoe and El Dorado County. They will be coming from their homes to the core to work in our businesses and to support the programs that we're going to be having. I urge you, I beseech you, please fund this project. Thank you.

Chairman Gardner speaks:  
Sensing no further comments. I'll entertain a motion.

Commissioner Nowosad speaks:  
Mr. Chairman?

Vice Chairman Rice speaks:  
Mr. Chairman, if nobody else is gonna do it, I will.

Commissioner Nowosad speaks:  
You're out of order, sir.

Chairman Gardner speaks:  
Commissioner Nowosad has indicated he wishes to offer...

Commissioner Nowosad speaks:  
Alright, never mind.

Vice Chairman Rice speaks:  
Okay.

Chairman Gardner speaks:  
Okay, he's backed off. So, Vice Chairman Rice, do you have a motion to make?

Vice Chairman Rice speaks:  
Yes, sir. I move that we approve an interlocal agreement between Douglas County and the Lake Tahoe Transportation District and the Tahoe Douglas Visitor's Authority to partially fund the operation of the Micro-Transit System to facilitate public transit within the district from the one percent Transient Lodging License Tax in the amount of \$400,000 for the Fiscal Year 2022-2023, and approve an appropriate budget augmentation.

Mr. Wadlé speaks:  
Mr. Chair? Before there's any discussion or vote on that, I just want to clarify for terms of the record. The agreement, the proposed agreement would be between Douglas County acting as the Tahoe Douglas Transportation District and the Tahoe Douglas Visitor's Authority, and the funding would come from the Transient Lodging Rental Tax, not license tax as I explained at the start of this agenda item. There was a typographical error with that reference, so, I'd offer that clarification and amendment to Vice Chairman Rice to adopt as part of his motion.

Chairman Gardner speaks:  
Thank you.

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Vice Chairman Rice speaks:

My apologies. I didn't make the motion out of my notes, but off of the agenda. I would move to amend my motion.

Chairman Gardner speaks:

Very good. Do we have a second? I'm sorry, but the motion dies for lack of a second. So, thank you for your presentations. I feel inclined, or obligated, I suppose, to ask the Board at what point in time would we want this item to, we do have an obligation, we understand that we have obligation under the resolution to fund and enter into an agreement and to fund a program. At what time do the Commissioners feel like this item should come back to the Board for consideration?

Commissioner Tarkanian speaks:

I got a point of question, of concern of the agenda. Isn't this a two-part question? One, are you gonna enter into an interlocutory agreement, and then the second part is for how much?

Mr. Wadlé speaks:

Mr. Chair? It's really both, Commissioner Tarkanian. The interlocal agreement is the language that's proposed, and its part of your agenda packet, and the only remaining term within that agreement that remained to be determined was the amount of funding level that needed to determine the...

Commissioner Tarkanian speaks:

Yeah, but that's my point. Just because we don't agree with \$400,000 doesn't mean we don't agree with an interlocutory agreement, and the Board very well may not at this point. But, I just don't see how you can take a vote on an amount and say, well, we don't want this agreement.

Mr. Wadlé speaks:

At this point, I think if the Board is inclined to entertain an interlocal agreement on this topic, I think you can direct staff that that is the case. But fundamentally, what needs to be determined is the amount that is placed within that agreement. I mean, that's the missing term, and obviously it's material, so that's the ultimate direction that we need.

Chairman Gardner speaks:

Commissioner Nowosad, what are your feelings?

Commissioner Nowosad speaks:

Yes. In reading the agenda item, it certainly does cover the interlocal agreement. In addition, there is no money mentioned.

Mr. Wadlé speaks:

That's correct, your honor. Staff couldn't and would not assume a dollar figure that the Board was willing to fund in this situation.

Commissioner Tarkanian speaks:

Mr. Chairman?

Chairman Gardner speaks:

Commissioner.

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Commissioner Tarkanian speaks:

Okay, so I'm not sure where we're headed with this thing, but my feeling is this; we are contractually bound to an interlocutory agreement based upon the events and at what time it says, if I'm understanding, is supposed to be 12 months before the arena opened. I'm sorry.

Mr. Wadlé speaks:

Let me interject, if I may? The Board entered into a previous resolution on this matter, which we've discussed, that obligates the Board, and as I've communicated with the Board, it obligates the Board to negotiate in good faith towards a funding commitment for this Micro-Transit system. That funding commitment was contingent upon future negotiation of the material terms and budget for that system, and that's largely what has been discussed today. So, the commitment is to negotiate towards that agreement in good faith.

Commissioner Tarkanian speaks:

It's not to enter into an agreement within 12 months from when the arena opens? That's what I was advised.

Mr. Wadlé speaks:

Again, the funding commitment, Commissioner Tarkanian, is contingent upon agreement between the interested parties of the material terms and budgets related to the Micro-Transit system. So, think of the commitment as an obligation to negotiate in good faith towards the funding of this system. Now, what that ultimate funding level was going to look like, what it would be, that remained to be determined based upon future discussions and understanding of what the budget was going to be, what the material terms of the service would look like. So, I hope that's not too opaque, but it really is at this point an obligation to negotiate in good faith towards that end.

Commissioner Nowosad speaks:

The question I have is, has this interlocal agreement already been voted on? Just because it's an interlocal entity?

Mr. Wadlé speaks

No, it has not been voted on. The general language has been approved by the Tahoe Douglas Visitor's Authority, it's presented to this Board for consideration. But of course, it's missing probably the most important term, the amount that this Board is willing to fund, and that's the direction that we need from the Board.

Commissioner Engels speaks:

So, there is two separate items presented?

Mr. Cates speaks:

Mr. Chairman?

Chairman Gardner speaks:

Commissioner Engels, did you have a question?

Commissioner Engels speaks:

Well, there...

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Chairman Gardner speaks:  
Your mic was on, that's why I'm asking.

Commissioner Engels speaks:  
Well, excuse me. Commissioner Tarkanian is correct, there are two separate items, and it should be presented as such and voted on as such. So that's where we stand.

Chairman Gardner speaks:  
Okay.

Commissioner Engels speaks:  
You can bring it back.

Chairman Gardner speaks:  
So apparently, we have County Manager, Patrick Cates wants to make a comment?

Mr. Cates speaks:  
Thank you. I'll try to put this in a little alternative words from how Zach explained this, how Deputy D.A. Wadlé explained this. The interlocal agreement is the vehicle by which you make the funding commitment. If you're not gonna make a funding commitment, there's no point in approving an interlocal agreement, they have to go together, it's not two separate motions. You could talk about the details of the verbiage in the interlocal agreement, but without making a funding commitment, there's no point in looking at the interlocal.

Commissioner Tarkanian speaks:  
My feeling is this. You decide whether or not we need to enter into an interlocutory agreement, which there's a resolution by the Board that said we would. And once we do that, then you determine how much, just to say, okay, well you can shake your head, but that's not my understanding. Vice Chairman Rice made a proposal for \$400,000 and there wasn't a second. That doesn't mean that we're not gonna agree to something less, I mean, I think we need an interlocutory agreement, I would vote for that. But I wasn't going to support the \$400,000, so, I mean, where do we go? You were about to move on, Mr. Chairman, that's why I interjected to the next agenda item. I wanted to see if there was a way we can come up with the lesser amount. For example, El Dorado County is paying \$200,000 right now, is that correct? And if we don't put some money into it pretty soon, this program is going to fall apart and there won't be any program. I'd like to at least see the program continue with us paying, you know, a reasonable, fair share. And, you know, it's up to the five Board Members to figure out how much that is. I don't think the five Board Members can just say we're not gonna pay anything on it because we can't reach to a number. I don't read that as part of the contract or a resolution.

Commissioner Engels speaks:  
I'd like to see something come from LTVA instead of the County Manager just putting a spreadsheet together in five minutes.

Vice Chairman Rice speaks:  
Mr. Chairman, I have a question for Commissioner Tarkanian.

Chairman Gardner speaks:  
Doug Ritchie, you had a comment?

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Doug Ritchie, Chief Civil Deputy District Attorney, speaks:

Yes, Chairman, thank you. There seems to be some confusion. Perhaps a better way to have worded this agenda item is for the Board to determine what appropriate level of funding the Board believes should occur, and then based on that, approve the interlocal agreement. As Mr. Wadlé indicated, the amount of funding is the key term for this interlocal agreement, and there seems to be some consensus among the Board that some level of funding is appropriate. So, if, again, to Chairman Gardner's point, if there's some discussion on the amount of the funding, then that would be appropriate, and then if the Board can reach a consensus, then they can direct staff to go ahead and authorize the interlocal agreement, which could then be presented to the Tahoe Douglas Visitor's Authority for approval. Hopefully that maybe just changing the order makes more sense.

Commissioner Tarkanian speaks:

Yeah, you are correct. Yes.

Chairman Gardner speaks:

Commissioner Engels.

Commissioner Engels speaks:

And that's okay, I understand that, but I'd like to see something presented a little bit more than this, and I'd like to see it presented by the people who are in charge. Mr. Feldman, Ms. Chapman, LTVA, because we don't know what's going on. So, we want some detail on what this money is gonna be used for and what you're gonna do with it, and not some vague, about this much. Thank you.

Vice Chairman Rice speaks:

Mr. Chairman?

Chairman Gardner speaks:

So, I'm going back to the question of whether or not and when we want this to come back before this Board for action. And Vice Chairman Rice, you had some things to say?

Vice Chairman Rice speaks:

Yes, Mr. Chairman. Excuse me. I'd like to ask Commissioner Tarkanian what number would you be comfortable with?

Commissioner Tarkanian speaks:

I appreciate that, Vice Chairman Rice. I don't have a specific number, but, you know, when you're on the Commission, you need to be at a count of three, and I don't think my vote is gonna be the three. It's going to be what the gentleman to the left feel what's reasonable, and I just don't think there should be nothing done if you're talking about bringing it back very quickly so that it doesn't turn off the other people that are funding this program, then that would be something. If you feel there's going to be more information that's going to be provided, I'm not so sure. You know, they provided what the cost is. Well, Commissioner Engels, what additional information are you talking about, specific line item costs, or what are you looking for from TRPA?

Commissioner Engels speaks:

Yes, and it should be presented by LTVA and those who are putting this thing together, because we don't know. The County Manager doesn't know, they can convey the information to him and he can put it on a spreadsheet, but they're working on all these projects and then they come to us after they've

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already got it done and say, oh, it's going to cost this much and we get something like this. Well, I could do this and say, this is what we need. You need something a little more in-depth. Thank you.

Mr. Cates speaks:

Mr. Chairman?

Chairman Gardner speaks:

And so, I'll go back to saying that I, once again, go back to that line in the resolution that says, ensure that such service is carried out efficiently and best serves the needs of Douglas County residents and visitors. And when we see service, and that's what I was hoping for, I said that earlier, I was expecting to see it at our meeting at Lake Tahoe; I was expecting to perhaps see it today, of service that addresses the needs of our residential neighborhoods. And this, even the map that was presented today does not show us any service to our residential neighborhoods, except when we approve expanded funding even above the \$600,000. It's looking at close to \$1,000,000 then to expand our service to Round Hill Pines, and that covers very, very few residents of Douglas County. We said this in June when we had the meeting up there, and I'm reiterating that today to ensure the service is carried out efficiently and best serves the needs, that is our responsibility as Commissioners, in my opinion. So, when they're prepared in my mind, when the entities are prepared to provide us with a map that shows us service into our residential neighborhoods, then I can see us developing some formula for funding. Ready to move to the next item then? Okay.

*A break was held.*

- 4. For possible action. Discussion to adopt Resolution 2022R-089, amending certain rates, fees, and charges for services provided by the Douglas County Community Development Department related to the County's Vacation Home Rental (VHR) program as provided for in Douglas County Code, and repeal resolution 2021R-066 which previously established the current VHR fee schedule. (Tom Dallaire)**

*Chairman Gardner read the agenda item into the record.*

Tom Dallaire, Community Development Director, speaks:

Thank you, Chairman Gardner. This item begins on page 394 of your packet, specifically, the resolution starts on 396. And we are coming back to you today to increase the fees for the VHR program based on our budgeting process and adding additional staff to what was previously presented to you when we were trying to create this department or division of (*inaudible comment*). So, these fees are represented from Eric Johnson, he works for revenue and cost specialists. I have a contract with him to go through and review all of Community Development's fees, and he agreed to look at the VHR ones first. And that information has been provided to me in a PDF file, except for that last spreadsheet, which was an Excel file that we shared with him. I don't have the background information on how he developed these worksheets, but if the Board feels like we need more information on that, we can certainly have him present his information to you at a later meeting, and he's planning on doing that as part of the contract when we talk about the rest of the VHR fee. So, we pulled this VHR piece out of the contract and we tried to get it expedited due to the number of staff that we have included during the budget process. A VHR Manager was added and is hired and has been working for I think two and a half months now. We just hired our permit tech, we started that process July 1<sup>st</sup> and she has now started, I think it's three, three or four weeks on the job at the moment, and we're training her in Acella, and we're trying to get our permitting back into Douglas County for those permit processes so we have more control on that. In that effort, we do have staff wages that we need to cover those costs

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from our permit fees, and this is the increase that is needed in order to cover the cost of all the personnel that you guys have directed to run this VHR program.

So, I don't know if you have any further questions or if you want me to go into more detail on the fees themselves. We broke these out into Tier 1 fees, Tier 2 fees, Tier 3 fees, and then General Services fees for the waitlist, and then also the appeal. We did not change or increase that, we had a few appeals, we've got to process a few of those as well. This is the cost to run the board, not the actual video and recording of the board meeting for the VHR Advisory Board, but the \$300 cost is what we would pay if everybody was being paid on the Vacation Home Advisory Board. Currently, there are three board members that we do pay a monthly fee to for each meeting.

Commissioner Tarkanian speaks:

So, the advisory board, three of the five, five or seven board members? Five?

Mr. Dallaire speaks:

Yeah. There's five Board Members for the Vacation Home Advisory Board.

Commissioner Tarkanian speaks:

We pay three, but we don't pay the other two?

Mr. Dallaire speaks:

Right. They have opted out.

*Laughter was heard.*

Chairman Gardner speaks:

Yeah. Please continue.

Commissioner Tarkanian speaks:

Okay. So, we have four enforcement staff right now, or just three? We authorized four, but we only have three working; is that correct?

Mr. Dallaire speaks:

We have two for Vacation Home Rentals, we have two currently and then a supervisor. So, we are down one and our staff is interviewing today for the fourth Code Enforcement Officer.

Commissioner Tarkanian speaks:

I'm confused. Two enforcement staff members and two supervisors would be four. And if you're interviewing another one, that'd be five, right?

Mr. Dallaire speaks:

No, we have four in our department; one supervisor, three officers, one position is vacant. They are interviewing today for that vacant position.

Commissioner Tarkanian speaks:

So once that's done, we have three people that are full time enforcement staff members, I assume working 40 hours a week? Most of these problems are happening in the evening, right? What are the hours these enforcement staff members work?

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Mr. Dallaire speaks:

We have one officer on call every night to answer the hotline and respond to those issues.

Commissioner Tarkanian speaks:

So, I mean, again, these are all because I get so many questions and complaints from people, so there's a purpose to my questions. So, the one person who is on call, he's answering the hotline. Is he the only person working at that time then?

Mr. Dallaire speaks:

Yeah. Mhmm.

Commissioner Tarkanian speaks:

Okay. So, he gets a call, and where is he located at? Is he in Lake Tahoe at the time, or is he down in the Valley? Because I've had a lot of complaints that they're coming from the Valley and it takes too long.

Mr. Dallaire speaks:

Yeah, they are coming from the Valley. We have two officers that are on call up at Tahoe that are there to support us. Most of the complaints that happen at night are noise related and the Sheriff's Office needs to address those anyway.

Commissioner Tarkanian speaks:

Sheriff's Office aren't gonna issue violations for the VHR board, are they?

Mr. Dallaire speaks:

They are not, they will prepare a report and then a violation will be...

Patrick Cates, County Manager, speaks:

Mr. Chairman?

Doug Ritchie, Chief Civil Deputy District Attorney, speaks:

Thanks.

Chairman Gardner speaks:

Mr. Ritchie.

Mr. Ritchie speaks:

Yeah. Just to be clear, these are interesting questions, but the agenda item is solely about funding the fees, proposed fees based on current staffing levels. If there's a discussion of a desire for additional funding or additional staffing, that would be appropriate, but we're agendized today to talk about the fees.

Commissioner Tarkanian speaks:

That was the purpose I was going to get at, is whether we have enough staffing for the Code Enforcement to accurately, appropriately, what's that? Oh, adequately, there we go, thank you. Adequately take care of all the problems that are up there, because I get all kinds of complaints from people that say it's taken too long to get Code Enforcement there. So, my thought was this was under the agenda item because we're talking about how much are we gonna raise the fees to cover the cost of this program? If we need more enforcement staff members, then we'd have to raise this cost. So that was the line on my question, but you beat...

Mr. Dallaire speaks:

So...

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Chairman Gardner speaks:

So, as I understand it, what Mr. Ritchie is saying is that based on the current staff levels, this is the proposed funding for those. If we determine that at a later date that we need to have additional Code Enforcement Officers, we would have to plan for that in the upcoming budget for '23-'24. And at that time then, we would approve the additional funding for that additional personnel and then have to make the determination as to whether or not the current fees would cover that, or we might have to again address the fee schedule at that date. Am I seeing that alright?

Mr. Ritchie speaks:

Yes, Chairman, you said it perfectly. My concern is that somebody reading the agenda would not know that we're going to talk about possibly increasing staffing or decreasing staffing based on feedback from the public on how effective the VHR Code Enforcement is.

Commissioner Tarkanian speaks:

I thought the agenda item said that we were talking about having these fees so that they cover the cost of the program. So, if the program increases, I know, you know what? This is perfect, we don't have to answer this now. So, the next time we have a VHR hearing, we can agendaize this, and I'm anxious to get one done very soon. So, we'll schedule that and we'll be able to address the issues that we're getting, because you can't say, hey, we're going to wait until the next budget to properly fund enough Code Enforcement to handle all the complaints that are going on up there. So that's great, I will send an email out talking about possibly scheduling a new meeting. Thank you.

Chairman Gardner speaks:

Commissioners, any other questions for Mr. Dallaire? So, Vice Chairman Rice, I'll give you the opportunity, do you have any questions?

Vice Chairman Rice speaks:

No, sir. I understand what the resolution should be and what we're doing here, so I can concur.

Chairman Gardner speaks:

Okay. So, my comments will be this, basically, I consulted with our County Manager Patrick Cates, in regards to this agenda item a couple of months ago actually, when it was identified that we might not have enough funds to fund this entire program, all the fixed costs that the County has in regards to this program. And my indication was that we made it very, very clear on this Board that we did not want to go into the General Fund to fund this program and take funds out of the taxpayers' pockets throughout the county to fund this program, that it must pay for itself. And apparently Community Development and our Chief Financial Officer, Terri Willoughby, have identified the fact that we are not currently funded, we do not have sufficient funds in our fee schedules to accomplish that fact. So that was why this was brought forward now, so that we could correct that issue and get it going forward. I've also indicated to staff that I believe that we need to take a look at our funding for this program starting in January or February, going into the next budget cycle of '23-'24, to ensure that this does not have to be updated again before we get into that '23-'24 budget. Because if we're not covering it then, then we're gonna be back into this situation where we're pulling out of the General Fund, and I certainly don't think that that's the direction that this Board wants to take on this program. So, based on all of our fixed costs, what you're saying is this has been identified as what we need in order to pay for the program without General funding, that's correct, right?

Mr. Dallaire speaks:

Yes, Chairman Gardner, that is exactly correct. We have identified a number of positions through the last budget cycle that wasn't identified in the fee structure that we previously approved with the prior resolution. So, we need to adjust those fees based on the staff and the staffing actually starting, we were able to fill those positions and now we are expending those costs for salaries and wages and benefits for the staff to provide the service. It was a month ago we had a full staff, so I've only had a

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full staff in my department for the VHR program starting one month ago. And I understand people are concerned, and there's issues, and we are going through and doing a lot of work and trying to identify these issues and how we're gonna handle them in the future. And this is covering the staff that I have today based on the current budget.

Chairman Gardner speaks:

Does this include the allocation of Deputy District Attorney's fees to regulate this program and advise the Board, also the advisory board?

Mr. Dallaire speaks:

Yeah. If you look on page 405 of your packet, it does have all of the staffing identified and the Deputy DA is in there, plus the two Deputies for the Sheriff's Office and the two Code Officers that we have.

Chairman Gardner speaks:

Very good. Commissioner Engels, you had a question?

Commissioner Engels speaks:

There is some concern here in regard to the Code Enforcement folks. Does not Code Enforcement, I mean, Code Enforcement here seems to be VHR centric. Don't we need to have Code Enforcement for the county in general?

Mr. Dallaire speaks:

Yeah, that's correct. We have four positions for the Douglas County, two of which are identified to work specifically the VHRs. Two of them would then cover the rest of the county issues, weeds. Yeah.

Chairman Gardner speaks:

Very good. Any other comments or questions? This is an action item, so I'll go to Public Comment. Apparently, we have Public Comment.

**PUBLIC COMMENT**

**Ellie Waller** speaks:

Thank you. I strongly urge the Board and the public to be patient, this is a work in progress. Impacts need to be analyzed and to assess further restrictions possibly, resources and other fee increases. I think what Community Development has put together is appropriate, it needs to be hopefully a one-time shot. I support the fee increase, we need to go back to the beginning when we just had Jenifer Davidson, the DA's Office, a stakeholder's group, and some of the public that participated. We've come a long way. We had to spend time on an uncalled-for lawsuit. I have attended all the VHR advisory meetings; I'm surprised not to see any of them here today, I don't know if they were not brought into this. This is a fiscal thing, I understand it's not under their jurisdiction, but they're certainly gonna have to deal with this at upcoming meetings. Every meeting I go to we have unnecessary Public Comment complaining on things they don't and cannot address. The request for this fee increase is to align revenue with actual expenses of administering the VHR program, including the cost of the staffing hired in early 2022. Community Development has three administrative staff, Tom's gone over this, two Code Enforcement Officers, a Deputy District Attorney, and two Sheriffs. An increase in VHR permits is necessary for this program to pay for itself. The projections were given to everybody, we've all read the Staff Report, you will surely hear from VHR owners that there are already too many fee requirements, and that this increase is uncalled for. This is not an entitlement, it's a choice made by an owner to rent. With this choice comes rules and fees, and that must be accepted, even with increases to support this program's viability. Ask each of these VHR owners how much they make annually. These fees don't make a dent in any of that. I support this, thank you.

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Chairman Gardner speaks:  
Thank you, Ms. Waller.

**James McKalip** speaks:

I would like to point out, is that the people that knock on the door, if there's a loud party or something, a Sheriff's Department and the people that need to be called in the middle of the night when there's a problem like that, is the Sheriff's Department. I'm totally in favor of this, this program must be revenue neutral to the county, cannot be costing the rest of the county so some people can profit by engaging in this program. So, I support raising the rates accordingly. Thank you.

Chairman Gardner speaks:  
Thank you. Is there any additional Public Comment?

**Kurt Brown** speaks:

I live at 456 Lakeview. My question is based upon the revenue sources that the VHR owners report, I understand it's on a basis of trust. And if you're looking for more resources to fund this program, I suggest you audit the reports that are given to you by the VHR owners to make sure the revenue sources that they report are correct and not on a trust basis, okay? Thank you.

Chairman Gardner speaks:  
Thank you, Mr. Brown. Sensing no further Public Comment here in Chambers. Is there any Public Comment online Ms. Elges?

Melissa Elges, Chief of Staff, speaks:  
There is no Public Comment online at this time. Thank you.

Chairman Gardner speaks:  
Okay, we'll bring it back. Mr. Dallaire, a couple of questions. What Mr. Brown indicated, does HdL audit the, is there any method of auditing the activity of the Vacation Home Rental to ensure that they're, I mean, beyond the fees that we charge for just the permitting process, they're responsible for TOT and TLLT taxes as well, as well as the \$5 per night surcharge. Is there any way of auditing? Do we have a method of auditing that activity?

Mr. Dallaire speaks:  
Yes, HdL does do the auditing for that. That's why we had set up originally them to process the permits, so every time we get a permit renewal, or if we feel like there is an issue out there or somebody reports it from the public, we can request an audit from HdL on the TOTs that's being reported. There are tools out there that HdL uses, that bases the audit on the number of times the unit was rented for the audit period. And they are, that's how they do their audit is based on that information that's available to them.

Chairman Gardner speaks:  
HdL is also continuing to look for violations of VRBOs, Airbnbs throughout the county, not just within the Tahoe Township. Is that one of their functions as well? So that we ensure that we capture not only those who are operating without a permit, but also capture and be able to prosecute that, right?

Mr. Dallaire speaks:  
You will be getting an item at the next Board meeting for that specific contract for them to do that type of service. Currently, they're just doing the permitting and auditing for Terri's contract in the Finance Department. So, for the auditing of TOTs we do work with them and request that information.

Chairman Gardner speaks:  
Commissioners. Commissioner Engels

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Commissioner Engels speaks:

It's my understanding that 74 percent approximately of all of the VHRs up at the Lake are owned by residents who are out of state. This is a proposal to add an additional surcharge to those individuals who don't even live in Nevada. You can take that serious or not. And if from California, an additional surcharge on the surcharge.

Mr. Dallaire speaks:

I think you...

Chairman Gardner speaks:

Going in that direction a little bit. I don't want to waiver off of what we're discussing today, but there is, non-Nevada residents are charged a higher property tax rate than Nevada residents for their properties that are Vacation Home Rentals; is that a correct statement?

Mr. Dallaire speaks:

I don't believe that's totally accurate. I think it's if you live at the house your tax rate is lower if you actually live there at the home and that's your residence. If you rent it, it goes back into more of a commercial type rate where it's eight percent, I think is the maximum if I recall.

Chairman Gardner speaks:

So regardless of residency, if they're not living on the property. So any Tier 2 or Tier 3 are taxed at the eight percent property tax rate, right?

Mr. Dallaire speaks:

That's my understanding.

Chairman Gardner speaks:

Yeah. Okay, good clarification. Thank you. Commissioner Nowosad.

Commissioner Nowosad speaks:

Just a matter of curiosity. It's part of the reporting to the outside entity, do they require or ask for the rate that was charged on that particular visit, say it was there for ten days?

Mr. Dallaire speaks:

The reporting system that they have will show the advertising and how much they actually rented that unit for. So, it tracks, they go and sweep a bunch of websites, it comes up with if you're looking at one specific property. And they rent it out for \$1,000 a night, sometimes in the summer it's a little bit lower, sometimes in the winter it's a little bit lower, but they can go and look and see how much they actually rented it out for. I think there is a mechanism though for the owner to say, here's my cost to actually operate the house, and so they're paying taxes on the actual operation cost. So, I think it's not comparing what the rate was, apples to apples with the TOT based on that actual rate, so.

Commissioner Nowosad speaks:

So, what I was looking at is, let's face it, it's operating as a business. I'm getting \$80,000 a month and this is what I had to do to support that. Is that listed in that HdL?

Mr. Dallaire speaks:

The report we get from HdL isn't that detailed. They do tell us how much they made for that particular time period and how much TOT has been paid. That's the information that we get.

Commissioner Nowosad speaks:

Thank you.

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Chairman Gardner speaks:  
Okay. Vice Chairman Rice, any questions?

Vice Chairman Rice speaks:  
No, sir. I have no questions.

Chairman Gardner speaks:  
Our Assistant County Manager has joined us because I believe that our County Manager had to leave us. Am I assessing that correctly, Ms. Davidson?

Jenifer Davidson, Assistant County Manager, speaks:  
Yes, sir. I jumped online for two reasons; to sit for Patrick, but also because the Vacation Home Rental program has been very near and dear to my heart, and an important project that I had been working on. So, I wanted to make myself available also to answer any questions you may have and to support this agenda item.

Chairman Gardner speaks:  
Thank you, Ms. Davidson, I appreciate your attendance. So anyways, we've had Public Comment, so we're now back in the Board and I will entertain a motion.

Vice Chairman Rice speaks:  
Mr. Chairman?

Chairman Gardner speaks:  
Vice Chairman Rice.

Vice Chairman Rice speaks:  
Mr. Chairman, I move that we adopt Resolution 2022-089 as presented, based on Public Comment, the discussion of the County Commissioners, and the updated financial data related to the cost of providing services to the public.

Chairman Gardner speaks:  
Thank you.

Commissioner Tarkanian speaks:  
Second.

Chairman Gardner speaks:  
Okay. Motion by Vice Chairman Rice, seconded by Commissioner Tarkanian to adopt Resolution 2022R-089 amending certain rates, fees and charges for services provided by the Douglas County Community Development Department related to the County's Vacation Home Rental VHR program, as provided for in Douglas County Code, and repeal Resolution 2021R-066 which previously established the current VHR fee schedule. Sensing no further discussion. All those in favor signify by saying aye. Motion passes 5-0.

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**MOTION TO:** Adopt Resolution 2022R-089, amending certain rates, fees, and charges for services provided by the Douglas County Community Development Department related to the County's Vacation Home Rental (VHR) program as provided for in Douglas County Code, and repeal Resolution 2021R-066 which previously established the current VHR fee schedule; carried.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>  |
| <b>MOVER:</b>    | Wesley Rice, Vice Chair   |
| <b>SECONDER:</b> | Danny Tarkanian, Commissioner   |
| <b>AYES:</b>     | Mark Gardner, Wesley Rice, John Engels, Walt Nowosad, Danny Tarkanian |

- 5. For possible action. Discussion to approve a modification of the Fiscal Year 2022-23 Community Grant, in the amount of \$18,750, awarded to grantee In Jesus Name Ministries to allow the grantee to purchase a portable eye lab and glasses instead of a portable X-ray machine as contained in the original grant application. (Debbie Swickard)**

*Administrative Agenda Item Number 5 was heard before Administrative Agenda Item Number 3.*

*Chairman Gardner read the agenda item into the record.*

Scott Southard, In Jesus Name Ministry Physician Medical Director, speaks:

I just want to thank Mr. Chairman and the Commissioners, and the County as well. Thank you for the wonderful grant of \$18,750 that we were awarded this past year to purchase a new portable X-ray machine for In Jesus Name Medical Ministry. We were both surprised and humbled by that. Our X-ray machine had broken for about five months, and we were unable to take X-rays for many people within our county. We've seen over 5,000 people in the county and done over 180 free medical clinics. Since submitting our original application to Douglas County, the funds were very surprisingly submitted to us to purchase that X-ray machine. We counted it as a blessing from God. We therefore were back in action after we submitted our application, and we were taking free X-rays again for the people of Douglas County. We are now directing our efforts to creating a new mobile IJN eye lab, IJN is our abbreviation, but we're creating a mobile eye lab. With this mobile eye lab, we will be able to evaluate people in Douglas County for glaucoma and many other eye health conditions, as well as to perform refractions and prescriptions for glasses for free for residents of Douglas County.

There are several pieces of equipment which we do need in order to make this eye lab a reality, much of the equipment we have put together and God has provided this for us. But we have needs, especially with inflation hitting us, and I've itemized those in a document that I hope was distributed to the Commissioners, and any remaining funds we would use to purchase eyeglass frames and lenses for people also at no cost. Not only do the indigents in the area not have access to good eyewear and eye health exams, but even those of us who have medical insurance, it doesn't cover our eyeglasses, as we all know. So, I'm here today to ask the Commission if they would reconsider utilizing those funds which were originally apportioned for an X-ray machine to our new IJN eye lab project. And that's my question. I'm happy to answer any questions.

Chairman Gardner speaks:

I guess he saved you guys the need to need to make a presentation, but I'm sure you appreciate that. Ms. Swickard or Ms. Willoughby, do you have anything to offer?

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Terri Willoughby, Chief Financial Officer, speaks:

We brought this forward to be fully transparent. There's no change in dollar amount or fiscal impact, but we wanted to make sure that everyone was on board with this.

Chairman Gardner speaks:

Alright, very good. Commissioners? Commissioner Tarkanian.

Commissioner Tarkanian speaks:

I really appreciate your presentation, but you left out the most important thing for people that are watching it, is what you do and the incredible community service that you provide. I was able to go down and see one of your free clinics last month in TRE, and boy, the place was packed. You got great doctors. Dr. Dan Rowe is one of the best, if not the best dermatologist in Northern Nevada. And all of you guys, you volunteer your time, you do it once a month. Why don't you tell people what you do and how many months you've been doing this for without getting paid?

Mr. Southard speaks:

What we do, is we basically, we serve people like Jesus did. We go around from place to place and we take care of people, whoever wants to come, there's no charges, it's all for free. Oh, we have about ten or 12 doctors now that work with us, nurses, X-ray technicians, medical assistants, and we bring a team to various locations. We do this every month and have done it now 181 months, so it's been going on a long time. And when our X-ray machine broke, it was a big deal, and so we were thrilled to have that back in action. But anyway, that's what we do. Our next clinic will be in just two days, Saturday in Minden at Valley Christian Fellowship.

Commissioner Tarkanian speaks:

And everything is free. I mean, you provide all this medical service for free.

Mr. Southard speaks:

Yes, it's absolutely all for free. You know, that's what Jesus did when he came, everything that he's given to every one of us has been for free and still is for free, and so that's the way we work.

Commissioner Tarkanian speaks:

I had an opportunity to put together a video of what you've done, and it's on my website, Tarkfordouglas.com. I also wanted to ask you if you guys want to see in person some of the work they're doing, but I think more importantly too, we've given a small amount of money, the community here, the County Commission, but if somebody wants to donate to your work, because it is a great community service you're providing, can you tell people how they can donate to it?

Mr. Southard speaks:

Yes, and thank you for the question. Anybody could donate very easily by going on our website, it's [injesusnamemedicalministry.org](http://injesusnamemedicalministry.org).

Chairman Gardner speaks:

Thank you for the infomercial.

Commissioner Nowosad speaks:

Mr. Chairman?

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Chairman Gardner speaks:

But I agree with you, it's a very important aspect. Commissioner Nowosad.

Commissioner Nowosad speaks:

Having just gone through cataract surgery yesterday on my right eye, and on my left eye two weeks hence, and the cost involved, you are doing stellar work if you do that for those people out there.

Mr. Southard speaks:

Well, thank you very much. We're starting at this point with providing the full eye health evaluations, and eyeglass prescriptions, and eyeglasses hopefully. We don't have an eye surgeon yet, we do have an optometrist who's stepped up in doing that. I will mention that we've done over 80 surgeries for free on various people with various types of surgery. I'm an orthopedic surgeon, so I've done quite a few of them. We have general surgeons and other people who have done that. That'd be great if we can eventually do that. Thank you, Commissioner.

Chairman Gardner speaks:

Sure, sure.

Commissioner Tarkanian speaks:

I was asked by somebody very important next to me, do you guys take used eyeglasses, and does that help you and donations?

Mr. Southard speaks:

Well, we're absolutely in the process of assessing that. What we're thinking right now is we're going to place, we're gonna collect the frames and hopefully provide the actual lenses for free to people. So that's the plan, but that is in the works right now as we wrap our arms around this. Yeah.

Chairman Gardner speaks:

Commissioner Engels, do you have any questions? Okay, Vice Chairman Rice, any questions?

Vice Chairman Rice speaks:

No, sir. It's a very worthwhile charity, and I am very glad to see them here doing this.

Mr. Southard speaks:

Thank you.

Chairman Gardner speaks:

Thank you. And I will echo what Commissioner Nowosad said about cataract surgery, I had that back in May. And so, my glasses now that I have to wear are mostly for distance, but it's a tremendous program. I'm wondering, I was previously associated with the Kamehameha Lions Club of Honolulu, Hawaii, back in the mid-2000s, early 2000s, actually, and I know the focus of the Lions Clubs International are eyecare and eyeglasses. Are you working with the Lions Clubs at all wherever you travel to?

Mr. Southard speaks:

The succinct answer to your question would be no. What we're offering, in addition to what the Lions Club has done in the past, what we're offering is, is eye health evaluations. In other words, not just the eyeglasses, but we evaluate for glaucoma and toxoplasmosis, all these other conditions, there's lots of

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long names. But with our eye lab, we're able to evaluate the retina and the various cornea, the various plates of the structures in the eye, which the Lions Club does, they don't address that. It's a, you know, it's a big project, and fortunately, we've had, you know, the optometrist step up,, and our other physicians, and so it's just coming, it's coming together. But that's the succinct answer.

Chairman Gardner speaks:

So, I'm going to take this moment then to promote the Lions Clubs and what they do, because it's very important what they do in regards to eyeglasses. I know our club in Honolulu, we actually collected eyeglasses for a year and actually sent a team to Afghanistan to provide eyeglasses for people that had no access to any eye care whatsoever, or eyeglasses in that disadvantaged country. And it was just short of a miracle the amount of people that were able to all of a sudden gain some eyesight in that third world country. So, I salute you what you're doing here, and I certainly wholeheartedly support the movement of these funds from the portable X-ray machine. But at this time, then, if there's no further questions, we need to go to Public Comment on this. So, we appreciate your presentation. Is there anybody here in Chambers who wishes to offer Public Comment on this item? It's an action item. Not sensing any. Is there anybody online, Ms. Elges, that wishes to a comment on this item?

**PUBLIC COMMENT**– none

Melissa Elges, Chief of Staff, speaks:

At this time, there's no Public Comment online.

Chairman Gardner speaks:

Very good. We'll bring it back to the Board for further discussion and a possible motion.

Commissioner Tarkanian speaks:

I'll make a motion to approve the Fiscal Year 2022-23 Community Grant in the amount of \$18,750 awarded to grantee In Jesus Name Ministries to allow the grantee to purchase a portable eye lab and glasses instead of a portable X-ray machine, as presented.

Vice Chairman Rice speaks:

I'll second.

Chairman Gardner speaks:

Okay. Motion by Commissioner Tarkanian, seconded by Vice Chairman Rice to approve a modification of Fiscal Year 2022-23 Community Grant in the amount of \$18,750 awarded to grantee In Jesus Name Ministries to allow the grantee to purchase a portable eye lab and glasses instead of a portable X-ray machine as contained in the original grant application. I just had one other comment and I forgot to echo Commissioner Tarkanian's indication of TRE is the community I live in, and I know that this was announced in our TRE church, and we really appreciate you coming into our community center and doing that. So, that was very much welcomed in the community, so thank you for that.

Mr. Southard speaks:

Thank you. Thank you all, Commissioners.

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Chairman Gardner speaks:

Yeah. Sensing no further discussion. All those in favor signify by saying aye. Motion passes 5-0. There you go.

Mr. Southard speaks:

Thank you.

Chairman Gardner speaks:

Thank you very much.

Commissioner Tarkanian speaks:

Chairman Gardner, I think your info-commercial beat my info-commercial.

*Laughter was heard.*

Chairman Gardner speaks:

If you say so.

**MOTION TO:** Approve a modification of the Fiscal Year 2022-23 Community Grant, in the amount of \$18,750, awarded to grantee In Jesus Name Ministries to allow the grantee to purchase a portable eye lab and glasses instead of a portable X-ray machine, as presented; carried.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>   |
| <b>MOVER:</b>    | Danny Tarkanian, Commissioner   |
| <b>SECONDER:</b> | Wesley Rice, Vice Chair   |
| <b>AYES:</b>     | Mark Gardner, Wesley Rice, John Engels, Walt Nowosad, Danny Tarkanian |

- 6. For possible action. Discussion on the possible amendment of Title 20 of the Douglas County Code to require a minimum of two acres to install an individual sewage disposal system (private septic system) within Douglas County. (Commissioner John Engels)**

*Chairman Gardner read the agenda item into the record.*

Commissioner Engels speaks:

It was about a year ago at this time, the USGS gave a presentation before this Board that we have a serious problem and they were warning us. There are several nitrate plumes caused by septic systems in the Valley, this is due primarily to several things, heavy concentration and improper maintenance and the reason that we have to do something. We can do one of two things; we can do nothing, which is a decision, or do something, which is a decision. And I live in an area where we have five and two-acre parcels and they seem to work okay, we're all on septic tanks, we haven't had any problems. One acre is a little bit too concentrated for the leach field to dissipate concentrated septic tank product. And so, thinking about this, and we wouldn't change it, I mean, all of the ones that are there now are going to stay there, but even the State of Nevada has now taken over the code enforcement, not enforcement, but the regulations in regard to septic operations that require a nitrate separator. They don't dictate how big of a property you have to have, but they recognize the problem is acute throughout the state because we just have too many people, and we have a sewage problem in general down here in the

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Valley, because we take all the sewage from the Lake, the Valley here, and all of the septic operations that are around the Valley. So, we have, we do know, and it's been quite a while, we do know that there is a large nitrate plume in the Indian Hills area, and they have an aquifer that they use out there. And of course, if that hits that aquifer, it's gonna follow the aquifer. I doubt that they take very good care of their septic operations, but there's nothing we can do, we can't change those lot sizes, and a lot of them are, I think some of them are even a half acre. So, from now in the future, anybody who wants to build any kind of development with septic tanks, they need at least two acres. There is one development that just went in off of Arabia, I think that's the name of the street out in Ruhestroth, and they're one-acre parcels, there's ten of them concentrated right there in on top of that aquifer. So, we need to start somewhere and do something. It's not good and it's just gonna get worse, so that's the reason that this was brought forward.

Chairman Gardner speaks:

Thank you, Mr. Engels. Commissioners, questions?

Commissioner Nowosad speaks:

More comment than a question. One of the possible resolutions to this is to have a program whereby the County dictates and says how often you will clean your tank or drain your tank. It could be whatever the situation demands, but it should be run by, I think it should be run by the County and the user. The property owner would submit a report to the County indicating, and along with the affirmation that it was cleaned by a professional to the County so that we won't have this problem keeping blooming, shall we say.

Chairman Gardner speaks:

Thank you. Commissioner Engels, I certainly appreciate what you're trying to accomplish here, and we do have a couple of areas where we have an issue with nitrates. However, we already have in place a number of codes, as well as the State having a number of codes that address this issue. I read an article in the newspaper, Record Courier, just yesterday and I'll quote it; "Septic systems are regulated by the State of Nevada, which requires at least an acre of land for a property to be serviced by both a well and a septic tank, with a half-acre of property serviced by a community water system." So, the problem that I have in changing this code is that it would greatly affect my particular district, District 3, where we have no public sewer system available to our residents, and yet several of those communities are already serviced by public water systems. So, for instance, the TRE community, which has 750 customers, has water that we're drawing off of the Sleeping Elephant Ranch south of the 208, so we don't have residents that are pulling up water out of their own wells while contributing to the septic issue on their own property. So, this is to my mind, it's just too broad reaching, it won't substantially have any impact, but it will have severe impact on personal property rights. And that's my chief concern is, yes, we have a nitrate problem, and if I'm not mistaken, Mr. Dallaire, we do require individuals who are putting in septic systems now to put in a denitrification system. Is that correct?

Tom Dallaire, Community Development Director, speaks:

Yes, there is a program that we run each application through that is set by Nevada Department of Environmental Protection. It gives you a certain number of septic systems within a circular square mile, so it's a square mile area but in a radius form. And you have to have, I can't remember, there's two different numbers, one for your area down there in the Walker River Basin, and then another number, I think it's 117, I want to say for Carson River Basin. And so, if you have 117 septic systems already today

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within your property for your building permit, you would be required to have a denitrification system...

Chairman Gardner speaks:  
Okay.

Mr. Dallaire speaks:  
...installed for that particular home. And they can look at the viewer and test it out before they do their permitting, but.

Chairman Gardner speaks:  
So, in addition to that, as I understand it, when we have an individual property owner here in the county that has a septic system that is failing, they're not allowed to replace that septic system, they have to tie in to County sewer if it's within, and I'm not sure of the exact yardage or feet, I understood it was somewhere in the 1,000 range feet.

Mr. Dallaire speaks:  
It's 330 feet.

Chairman Gardner speaks:  
330 feet, okay. Okay, and then the Ruhenstroth area is obviously a perplexing issue, and I understand that. However, as I understand it also, we have a failing septic system, community septic system, in the Pine View Estates area that we're working towards addressing as we speak. They have received grants and other funds that will tie in the, I believe we have County sewer down to the Wa She Shu Indian Casino. And their plans are to run that sewer line through the Corley Ranch property through Ruhenstroth, and up the hill and over the hill to Pine View Estates. And we have some funding that's been identified for that, plus we're in the process of acquiring easements for running that. Is that true?

Mr. Dallaire speaks:  
Yes, they are. It's Minden-Gardnerville Sanitation District, so not Douglas County, but...

Chairman Gardner speaks:  
Okay.

Mr. Dallaire speaks:  
It is the system that is gonna extend that service. They are working on easements and trying to get easements across the tribal land to extend it from the casino through the tribal land back to the public right of way.

Chairman Gardner speaks:  
Okay. I believe that this Board and the County, once that line goes in, it is incumbent upon us to look at resolution of the overall community septic issue in the Ruhenstroth area with hopefully possibly finding federal funding, or perhaps state funding, or combination thereof to incentivize our residents in that area to make lateral connections to that sewer line as it goes through to Pine View Estates. Do you think that would be a helpful process for our community?

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Mr. Dallaire speaks:

My opinion is that it would be a helpful process. We have asked RCI who is doing the design work on the sewer to analyze and make sure that there is capacity in the line that gets extended to include the Ruhenstroth area for a future connection.

Chairman Gardner speaks:

Okay. I'm just thinking out loud, but it's a long-range plan. But we want to protect the safety of our residents, and so if we have concerns of our residents drinking water that is high in nitrates that while we're doing this process of the sewer, it would seem to me like we have water down to Wa She Shu also, right, for Gardnerville water. And the possibilities of running public water down through that process as well to help our residents also not be drawing from that...

Commissioner Engels speaks:

We're getting way beyond the agenda item.

Chairman Gardner speaks:

I don't believe so. We're talking about restricting property rights and resolutions that we can...

Commissioner Nowosad speaks:

Excuse me...

Chairman Gardner speaks:

...resolve.

Commissioner Engels speaks:

No, we're talking about the health and welfare of the community.

Chairman Gardner speaks:

Well, and that's what I just talked about is the health and welfare, and that's what you're talking about, Commissioner Engels.

Commissioner Nowosad speaks:

What we're talking about is septic tanks that are not doing the job that they're supposed to do, or the owners are not properly emptying them and treating them or putting in nitrate filters or whatever you want. The idea of us extending a sewer line from the Valley all the way down to TRE, and then make sure you have enough capacity, and then, well, by the way, let's run the spurs out to the various avenues and then charge a \$27,000 hookup fee or whatever ridiculous amount it's doing right now.

Chairman Gardner speaks:

You know, I appreciate...

Commissioner Nowosad speaks:

But in the meantime, you brought up having to protect the citizenry. And if we don't put something in place right now for those septic tanks that are out there, not anywhere near 330 feet with a sewer line, we need to make some kind of motion to make sure that they get cleaned out when they're on an appropriate schedule.

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Chairman Gardner speaks:

And this particular regulation would not do that, in my mind, and that's what I was pointing out. The point is, is that this process is already regulated by the State of Nevada, that it's one acre, or in the case of community water, such as the TRE community, where it's public water, and it's a half acre. This would be overreaching and overbroad, and it would certainly restrict personal property rights of individuals who own those properties that currently are a half acre and get community water, or one acre who don't. So that's why I am seriously concerned about the effects on my particular district and my particular residents that fall into those categories and have no access to public sewer whatsoever. You're telling them that they cannot build, and I have a problem with that, and my constituents have a problem with that. And I've had a number of calls from constituents within District 3 because of the lack of public facilities to accommodate that process, and the elimination of their *(inaudible comment)* property rights to do so. So, that's what I'm trying to point out, so, that's why I did not support this back last year when it was presented, and can't do so now. So, Vice Chairman Rice, did you have anything to share, or questions? I think you're muted.

Vice Chairman Rice

Sorry about that, I couldn't unmute myself. Mr. Chairman, I concur with you. I think that this is taking away people's property rights and that you're preventing people from building on the property that they already own or wish to acquire, and I am not in favor of this recommendation at all.

Chairman Gardner speaks:

Commissioner Tarkanian, you haven't weighed in yet. Do you wish to?

Commissioner Tarkanian speaks:

Just a couple of quick questions. If I understood you, Mr. Dallaire, you said that after you get to a certain number of septic tanks in certain areas, there is a de-nitration system required. Is that correct?

Mr. Dallaire speaks:

Yeah, a de-nitrification system is required at that point.

Commissioner Tarkanian speaks:

What do those systems cost? And is it per home?

Mr. Dallaire speaks:

It is individual, so it depends on the system. There are a number of them out there, I understand they range from \$12,000 to \$20,000 roughly. The Jensen Precast makes the septic tank, and then there's an insert that goes into that tank that aerates the water inside the septic tank, or the sewage inside the septic tank. So, there is some maintenance that goes with that, and we do not have an inspection program here at the County for those systems. They can be turned off and turned into a normal septic tank, which I think is some of the concern that is being expressed by Commissioner Engels. And frankly, we haven't tracked where all of those nitrification systems are located. We are doing that currently, but we only started collecting that data within the last six months.

Commissioner Tarkanian speaks:

So, I guess my question is, how do you determine at what point you require this system? Is there a certain level that you're worried about the quality of the water or health of the residents after such numbers of septic tanks in a certain area you require it?

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Mr. Dallaire speaks:

Yeah. The nitrate study, I think, was eye opening on the density. I think there is some concern there, and I think the solution should be that we extend the sewer lines as Chairman Gardner has alluded to into these areas so that in the future they can be connected to.

Commissioner Tarkanian speaks:

Okay. And with respect to legal grounds, the law right now is at one acre, no, two acres. I don't know, one acre you can use a septic tank if you're not connected to the water.

Mr. Ritchie speaks:

Go ahead, Tom.

Mr. Dallaire speaks:

Yeah. The State of Nevada has NAC 444 section of code, it's at the very end, for the individual sewage disposal systems and it is a one acre in size.

Commissioner Tarkanian speaks:

Yeah. So that's the State of Nevada, but we've adopted that here in Douglas County, and that's what we're following. So my question is, how long has this been in place?

Mr. Dallaire speaks:

I would say since the sixties. The NAC 444 was identified or created off of the ten state standards out of...

Commissioner Tarkanian speaks:

See, these are the two competing factors I see here. We're talking about taking property or we're talking about also having a safe water system for the residents in these different areas, and you want to be able to do both, right? I mean, not taking, and have a healthy system. So how would this not be a taking if someone had bought an acre of property under the impression, under the zoning that they can build and use a septic tank and there is no sewer system nearby if it's cost prohibitive for them to bring the sewer system. And how would this not be a legal taking?

Mr. Ritchie speaks:

Chairman, if I may? It would not be a taking. For instance, if someone has a lot that's only a half-acre and the zoning is one acre, that's not a taking.

Commissioner Tarkanian speaks:

No, but they bought it understanding that, that's why I asked how long this law has been in place. If the law's been in place since the sixties...

Mr. Ritchie speaks:

Right.

Commissioner Tarkanian speaks:

That's 62 years they relied upon this law, and now we're all of a sudden gonna change it and basically make some properties worthless.

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Mr. Ritchie speaks:

That's a great point. But regulations, particularly health and safety, environmental regulations, change all the time. Surface treatment rules for water has changed, systems that you used to be able to use, you can no longer use, you had to change to different treatment facilities, same thing with septic.

Commissioner Tarkanian speaks:

That's the point I'm making. That's what the original question is here, is if there's another way to solve this problem, and it's cost 12 or \$18,000, why wouldn't the simpler solution be, hey, if we're worried about the contamination of these homes in this certain area that would require these types of systems? That was my point.

Chairman Gardner speaks:

So, Mr. Ritchie, would it not be a taking if we were to lower that threshold from one acre to two acres, basically? Or increase the threshold I suppose, would that not be a taking of individuals who already have one acre from being able to build on their property if we now extended that to two acres?

Mr. Ritchie speaks:

The short answer is no. There's a rational basis for the public health and safety to change something to deal with water. We're basically talking about water quality, it's not so much that there's septic in the ground, it's the fact that the septic will get into your water or can percolate up and can otherwise cause public health and safety issues.

Commissioner Tarkanian speaks:

So, a legal question, legal terminology is, it's not a taking because there is a public safety issue, which is an exception to that. But do these public safety changes have to be narrowly tailored to accomplishing the goal?

Mr. Ritchie speaks:

If I may? As Commissioner Tarkanian knows, the judicial review, the standard of review is different, the First Amendment is narrow. For public health safety issues like that, the courts give deference to regulatory bodies. For instance, arsenic standards have changed, mercury levels have changed, times change, the science changes, and the courts give deference to regulatory bodies, including the County Commissioners when they're enacting laws. Now, does that mean there has to be rational base? I mean, we've had this discussion before, but as far as the level of judicial review that is strict scrutiny, it is not.

Chairman Gardner speaks:

I have an additional question. If an individual owned less than two acres now and we impose this restriction of a minimum of two acres, would that not indicate a diminution of value of that property for them to build?

Mr. Ritchie speaks:

Your directing that to me, Chairman? I do not know how that would affect property values. It's the same thing with zoning, SFR 1 versus SFR 5, I don't know how the change in zoning, the permitted uses would affect the value of the property. Presumably there'd be some impact, but I don't, I couldn't quantify that.

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Chairman Gardner speaks:

Okay, so I think...sure.

Commissioner Engels speaks:

Okay. The State has recognized this problem of nitrates, and what they do is, you have a septic tank, you have to put a nitrate separator in between the septic tank and the leach field. The nitrate separator runs with some sort of a fan and it has a filtration system. What is happening is, people don't want to spend the money on electricity running 24/7 running that motor, and they don't change the filter system, so they unplug it. It doesn't work, so everything just goes into the leach field as it had been going in there before. That's one item. The second item, if somebody wants to put in or has just one acre and they want to put in a house or whatever, they could ask for a variance and we could evaluate the situation there. We could look at the soil, the slopes, different things that could affect the leach field, because that's what's happening. The leach fields are getting overloaded and they have to have someplace to go, and they're going out.

Now as far as property rights and so forth, this Board recently violated the property rights of these guys in the Minden Business Park who put money into their businesses. And they had it zoned a certain way, and they looked at the Master Plan, this Board changed all that. So, you violated their property rights, now, you just keep changing these. The problem has to, we have to do something, and right now we're doing nothing. The simplest thing we can do so that people come in here and they're gonna buy a piece of land or something, and this is going to start say in January forward, two acres minimum for a septic tank. Now if somebody bought land here back in 1850 and they want to put it in a septic tank, we can evaluate that as a variance and see what, you know, what the conditions are. But what's happening now is it's just all being too concentrated by developers, and that's what happened in the past. That the developers went in and they built out Indian Hills, they've stuffed all of these homes and septic tanks in there, and now it's choking on them. And I don't know how much it's going to cost to fix that, because if it goes into that aquifer, and it seems to be headed that way, I don't know how we're gonna resolve it. I rest my case.

Chairman Gardner speaks:

Very good.

Commissioner Nowosad speaks:

I have a question.

Chairman Gardner speaks:

We'll go to public, oh, I thought we were getting ready to go to Public Comment. Okay.

Commissioner Nowosad speaks:

How many septic tanks do we have in the county?

Mr. Dallaire speaks:

Sorry, Commissioner Nowosad.

Commissioner Nowosad speaks:

I know it's a tough question, but we must keep track of that.

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Mr. Dallaire speaks:

GIS can probably get that information. I analyzed it based on the SFR 1 specifically, you can have a septic tank on a 20-acre parcel, you can have it on a ten-acre parcel, or a five-acre parcel. I didn't count how many we had totally, but there are a lot.

Commissioner Nowosad speaks:

Okay. But another one you had was a figure, it was 117, and after that what was happening?

Mr. Dallaire speaks:

Yeah. So, NDEP requires that we analyze the denitrification use in the septic system based on the water drainage basin that we have, the Carson River Basin, the aquifer basin, or the Carson River, how it drains. And so that 117 is based on NDEP, I have no idea how they came up with that number, we've tried researching that and of course, Jeremy is our County Engineer, he's more knowledgeable of this topic than me on this end with NDEP and is not here, he's on vacation at the moment. But we can get that information to you if you'd like.

Commissioner Nowosad speaks:

Okay, one more thing. If you ever do have a number, well, let me put it this way, is there anything in place that says you must clean this tank out every so often or every period or something like that says clean it out to prevent the leach field?

Mr. Dallaire speaks:

No, not that I'm aware of. There are a bunch of guidelines online, anywhere from two years to five years is the recommended interval. I was going to take some time, if I could, to kind of offer that out, is that we could do a mailer to everybody who owns a septic system and provide them with that information. It's gonna cost a lot of money in order to do that, 12, \$14,000 in postage, and of course, staff time to put all that package together and mail it.

Commissioner Nowosad speaks:

But this is certainly a health interest issue.

Mr. Dallaire speaks:

It is, yeah.

Commissioner Nowosad speaks:

\$14,000 is a drop in the bucket compared to what could happen if somebody dies because of a nitrate plume.

Commissioner Engels speaks:

Well, I can help you with part of that.

Chairman Gardner speaks:

Okay. So anyways, I had a question. It just escaped my mind.

Commissioner Engels speaks:

Well, while you're getting rid of your brain freeze, the number...

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Chairman Gardner speaks:  
Thank you, Commissioner Engels.

Commissioner Engels speaks:  
The number...

Chairman Gardner speaks:  
Anyways, we're gonna go to Public Comment. So, at this time, I would entertain Public Comment on this item.

**PUBLIC COMMENT**

**Jason Garrett** speaks:  
Covering a lot of ground here today, gentlemen. In terms of a mailer or some kind of public outreach, you could perhaps trim that 14,000. Excuse me, I'm talking, thank you. Okay, alright, alright, alright. Okay, so anyhow, we could do an outreach campaign, call center campaign, talk to people. The way that these utilities are structured nowadays, they're quite efficient. After, you could blanket text all your constituent citizens to respond to an opinion poll, that information could be organized and tallied, and then you could use that information to follow up in person to go deeper into a dialog or other issues and concerns so that you're actually targeting people who are interested in whatever topic you're discussing. In this case, we're talking about sanitation and safety, so that would be some of the things that we bring forward. I know you probably see me as being a rogue of sort, and I gave you a brief snapshot of my high school background. But I did retire at 28 and sold \$1 billion in office equipment with call center campaigns and worked for the Washington, D.C. Association of Trial Lawyers. The point, yeah, the point is, is I got a background in getting things done there, Commissioner Nowosad, and I see your hands up in the air and I'm telling you that we're gonna bring a proposal to the Board to bring solutions to these kinds of issues. Thank you.

Chairman Gardner speaks:  
Thank you. Additional Public Comment?

**James McKalip** speaks:  
I do want to thank John Engels, for, Commissioner Engels for bringing this up. I think it's a serious issue and I'm thinking more long term what needs to be done, I think we need a sewer master plan. We look at communities where we need to extend the sewer, may take a long time to do that, and you may have other things you can do in the meantime. I think we have to extend the sewer system to bring service to areas, especially where there's more dense population using septic tanks. Thank you.

Chairman Gardner speaks:  
Thank you.

**Ellie Waller** speaks:  
We're sitting here with conundrum, it's called public health and safety. What comes first? What brings to mind is Mr. Slade's Public Comment this morning, we need to be watching all of this, we need to be doing something about it with all the number of units that are on the books today and what's going to happen with water issues in general. And with that comes the building issues, the USGS report that was provided in November of 2021 points us in the correct direction to start remediating these issues. And with this being brought forward tomorrow, tomorrow, today, we are looking at what our future

**DOUGLAS COUNTY BOARD OF COMMISSIONERS  
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for tomorrow could be bettered. I think that this is a good start, I don't think it's a property issue, I believe people purchase property, there's no guarantees that codes don't change, just like the VHR policy we discussed earlier. We're moving forward, science is better, the levels of how we look at things have gotten better. I'm not sure how we determine failures of septic systems. I purchased a house three years ago here and I got a brand-new septic system in escrow because it failed. Again, I'm not sure how we get ahead of that, I feel fortunate that it was discovered and I didn't have to deal with the \$10,000 expense that came out of the escrow. I'm hoping that we can move forward and approve this, I think the language on pages 488 and 489 also just accessorize the current code where it states under every single type of single family, the land use requires a connection to municipal water and sewer systems for any parcel created after January 1, 2023. Thank you.

Chairman Gardner speaks:

Thank you. Additional Public Comment? Sensing none. Ms. Elges, do we have any Public Comment online?

Melissa Elges, Chief of Staff, speaks:

At this time, there is no further Public Comment online.

Chairman Gardner speaks:

Very well. We'll bring it back to the Board. Commissioner Engels.

Commissioner Engels speaks:

Ms. Waller brought up an interesting point. It's the leach field that functions, it has to function properly. The tank itself doesn't really do much except collect the stuff, it's the leach field and it goes out into the soil and the heavy particles stay in the tank, that's what's pumped out. It's the water that's in the tank that goes into the leach field and leaches out into the soil, goes back down in the soil. Commissioner Nowosad asked about inspection, we have zero codes except one; minimum of one acre, that's all it says. Nothing has ever been done. And I was of the persuasion, okay, let's take it to two acres, because that'll make it a little better in some situations, and if somebody needs to get a variance, they can always come before the Board and ask for a variance. No harm, no foul, that's all, just to start making people aware of the septic tank problem that we have in the Valley. We have a sewage problem in general in the Valley, and I don't know what's going on out in TRE because that area wasn't examined by the USGS. And I don't know whether those tanks are being inspected or not, but we can, that's something else we need to do is come up with codes about septic tanks need to be inspected, and the leach field needs to be inspected every five years or whatever. So, but right now we have nothing and we've got this problem going on, and on, and on. Thank you.

Chairman Gardner speaks:

Thank you. Commissioner Tarkanian.

Commissioner Tarkanian speaks:

You know, I listened to what Commissioner Nowosad said, and I and I think it's reiterated by Commissioner Engels now where maybe the code has to have some type of requirements, I'm not sure. To inspect it to make sure that it's being maintained correctly, and maybe that's a solution or a better solution than trying to limit it to one every two acres. So anyways, I like that, I would be in favor of something like that. What I don't understand is why would we have to send out notice to somebody that they have to clean it, and then they just ignore the notice? To me, I think it's better if we have

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some inspectors that go out and like they do on a regular basis and inspect, inspect the tanks and make sure they're working appropriately.

Chairman Gardner speaks:

So, I do understand that there are already requirements, real estate requirements, in order to transfer property that the septic tank has to be cleaned out. I know when I bought my property in 2017 that the seller had to have that system cleaned out, and we had made such a good deal on the property that I waived that process through the real estate transaction, but then subsequently did it myself. So, I believe those are already in place. Once again, it's properties that are not drawing out of a well that are on public water systems, this is just too broad reaching for me, there is no danger of individuals and the nitrates if they're pulling off of community water. And as I understand it, the approximately 5,500 homes that we currently have on the books to be built out are all within community services that provide not only sewer, but also public water to a large extent, maybe not exclusively, but to a large extent. So, I just see this, once again, as just too broad reaching, and an intrusion on personal property rights with very little, if any, impact. So, that's why I have a problem supporting this idea.

Commissioner Engels speaks:  
If I may?

Chairman Gardner speaks:  
Anyways.

Commissioner Engels speaks:  
May I say something in response?

Chairman Gardner speaks:  
Sure.

Commissioner Engels speaks:  
Alright. This developer out in Ruhensroth, and this is all within the last year, ten homes clustered on one acre lots. They're all right there, and they're all on septic, and that means they're all on the leach field right in that one area, that's too much concentration. I don't understand your point, it should have been spread out more, but I don't remember, I don't even remember that thing coming before the Board. But we didn't have any choice anyway, because one septic tank per one acre, if we make it two acres, at least we can give a variance to a developer or a homeowner. And we have that option, right now we don't have anything. The problem is, the Commissioner's thinking one house, one acre, well, what if you all of a sudden you've got one acre lots, all clustered right together and they're all pumping out in their leach fields into that one area, and you've got an aquifer down below it? That's the problem.

Commissioner Nowosad speaks:  
Mr. Chairman?

Chairman Gardner speaks:  
Commissioner Nowosad.

Commissioner Nowosad speaks:  
The point you made about being on municipal water and on a septic tank, there's little danger of the septic tank affecting the water that that septic tank is on. But if you take a community that's on septic

**DOUGLAS COUNTY BOARD OF COMMISSIONERS  
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tanks and they're draining down into the aquifer, even if they're out of water, we knew we needed to do something about the septic tanks that are in existence and make an effort to prevent the blooms from affecting the aquifer.

Chairman Gardner speaks:

Thank you. Is Vice Chairman Rice still with us? Have we lost Vice Chairman Rice? Well, I think we're ready for a motion Commissioner Engels, I think we've beat this up enough already.

Commissioner Engels speaks:

Well, I'd like to reiterate it's the concentration. Years ago, when there was nobody here, you put in a septic tank it wasn't going to bother anything. But over the years, developers have concentrated these septic tanks in relatively small areas, and it's that concentration that is creating the problem. Hence, minimum two acres per tank.

Chairman Gardner speaks:

And could we not address that, Commissioner Engels, when we approved the individual developments that come forward and demand that they do something of that nature?

Commissioner Engels speaks:

Well, I don't know. I've seen them split one acre lots to half acre lots, they did that out in Indian Hills, they brought it before the Board, the Commissioners okayed it. I voted no on it, but that wasn't that long ago.

Chairman Gardner speaks:

Okay. Is there a chance we can try to get Vice Chairman Rice back online? Okay. Has somebody reached out to Vice Chairman Rice to see if we can get him back online? Vice Commissioner Rice, are you back online?

Vice Chairman Rice speaks:

Hi, my computer went dead. Sorry about that.

*Laughter was heard.*

Chairman Gardner speaks:

Plug it in.

Vice Chairman Rice speaks:

This meeting's lasted longer than my battery wanted to last.

Chairman Gardner speaks:

Oh, okay. So, we'll continue to operate with Vice Chairman Rice using my cell phone, which has been done before, so it's not like we're...Maybe you want to, now you're hearing me speak on my phone, in your ear. So, we're waiting, Commissioner Tarkanian had to step outside for a few minutes to go to the restrooms, use facilities, I guess I should phrase that correctly, appropriately. So, Vice Chairman Rice, we have you online using my phone now. So, and we have all five Commissioners back, so I'll entertain a motion at this time. Does anybody wish to offer a motion?

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Commissioner Nowosad speaks:  
Mr. Chairman.

Chairman Gardner speaks:  
Commissioner Nowosad.

Commissioner Nowosad speaks:  
I request the approval of the possible amendment to Title 20 of the Douglas County Code to require a minimum of two acres to install individual disposable system private septic tank within Douglas County.

Chairman Gardner speaks:  
Okay. As I understand it, this is not an actual code that we're bringing forward today, just want a clarification of the motion. This is not actually a code that we're bringing forward, but to provide direction for staff regarding possible amendments to Title 20 in regards to installation of an individual sewage disposal system. Is that correct, Mr. Dallaire, is what Community Development is recommending?

Mr. Dallaire speaks:  
I don't know that Community Development is recommending anything here.

Chairman Gardner speaks:  
Oh.

Mr. Dallaire speaks:  
This was not my idea.

Chairman Gardner speaks:  
Yes, okay.

Mr. Dallaire speaks:  
So, we don't...

Chairman Gardner speaks:  
Is that acceptable...

Mr. Dallaire speaks:  
We haven't received that yet.

Chairman Gardner speaks:  
Commissioner Nowosad? Okay.

Commissioner Tarkanian speaks:  
Can I?

Chairman Gardner speaks:  
Any further discussion on this?

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Commissioner Tarkanian speaks:

Yeah, I had a clarification. So, we're gonna ask the County to come up with a code to restrict it to two acres, or are we asking the County to come up with suggestions to mitigate this? So basically, we're telling them, okay, go ahead and come up with the proposal for two acres?

Mr. Ritchie speaks:

If I may?

Chairman Gardner speaks:

Go ahead, Mr. Ritchie.

Mr. Ritchie speaks:

Thank you, Chairman. The direction is to amend the code to have the two acre minimum requirement. There is a draft ordinance in there, it's just a draft, though. Based on the feedback and direction of the Board, it can be amended or changed, but the substance of it, I believe, incorporates what Commissioner Engels is trying to achieve.

Commissioner Tarkanian speaks:

Okay, thank you. I think some things need to be changed, I'm just not so sure about the two acres. Thank you.

Mr. Ritchie speaks:

Okay.

Chairman Gardner speaks:

And that would still, if I'm not mistaken, Mr. Ritchie, that would still require to come back to this. Would this have to then go to the Planning Commission and then come to us for a presentation and then come to us for adoption; is that correct?

Mr. Ritchie speaks:

That is correct, Chairman.

Chairman Gardner speaks:

Okay. So, we have a motion.

Commissioner Tarkanian speaks:

This vote is not final?

Mr. Ritchie speaks:

No.

Chairman Gardner speaks:

Okay. So, on Commissioner Nowosad's motion, I still can't support it, because once again, I feel like it's a violation, an infringement on personal property rights. But anyways, all those in favor signify by saying aye.

Commissioner Engels speaks:

Aye.

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Commissioner Nowosad speaks:  
Aye.

Commissioner Tarkanian speaks:  
I'm gonna go with aye.

Chairman Gardner speaks:  
And opposed?

Vice Chairman Gardner speaks:  
No.

Chairman Gardner speaks:  
And no. So, the motion to provide direction to staff regarding possible amendments to Title 20 requiring two acres minimum for a septic tank is approved 3-2. So once again, at a later date we will have a draft, or we will have a presentation that goes to, the code will have to be drafted and go to the Planning Commission. At which time then, Planning Commission will look at it, make their recommendations, then it will come back to us with their recommendations as a presentation only item, and then it'll come to us as a possible ordinance; is that correct? Okay, I just want to make sure everybody understands the timeline. Okay, thank you. I appreciate the Commissioners' indulgence in powering through this.

**MOTION TO:** Approve providing direction to staff regarding amendments to Title 20 of the Douglas County Code to require a minimum of two acres to install an individual sewage disposal system (private septic system) within Douglas County; carried.

|                  |  |
|------------------|--|
| <b>RESULT:</b>   | <b>APPROVED</b>                            |
| <b>MOVER:</b>    | Walt Nowosad, Commissioner                 |
| <b>SECONDER:</b> | John Engels, Commissioner                  |
| <b>AYES:</b>     | John Engels, Walt Nowosad, Danny Tarkanian |
| <b>NAYES:</b>    | Mark Gardner, Wesley Rice                  |

7. **For presentation only. Reports/updates from County Commission members concerning the various boards and/or commissions that they may be a member of or a liaison to or meeting/functions they have attended. (Chairman Gardner)**

*Chairman Gardner read the agenda item into the record.*

Chairman Gardner speaks:  
Vice Chairman Rice, do you have anything to report today?

Vice Chairman Rice speaks:  
No, sir.

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Chairman Gardner speaks:

Okay. Commissioner Tarkanian, Commissioner Nowosad, Commissioner Engels? Okay, I would just mention that we do have the Business Council Black Tie Affair this coming Monday night on the 19<sup>th</sup> at the Hard Rock, where Vice Chairman Rice and I will be making some community presentations. So other than that, oh, and we also have the Nevada Association of Counties Convention coming up at the end of the month that I think Commissioner Tarkanian, and myself, and Vice Chairman Rice will be attending. So with that, we will conclude that and we'll go to Closing Public Comment.

**CLOSING PUBLIC COMMENT (No Action)**

Chairman Gardner speaks:

So, at this time, Public Comment will be taken on those items that are within the jurisdiction and control of the Board of Commissioners or those agenda items where Public Comment has not already been taken.

**Jason Garrett** speaks:

Thank you very much, Commissioners, moving mountains. Sure is a lot of details you guys are keeping up with, I don't know how you all do it, but you're doing it, and you know it's all your fault if it doesn't go right. So, it might be wise in the future to invite the community to come early for these meetings to discuss these items in a like nonchalant roundtable discussion where they can offer their ideas and we can begin to really draw upon the collective intelligence. Because I feel like we're not tapping, there's still a bridge to be made with the general public and council, or the committee, and so perhaps there's another way that we can draw upon that input so that we put some of that responsibility on the people that should be participating in government who aren't. The Gibson family built our home in the Ranchos in '83, we have a phone number at (775) 309-1262.

Want to thank our recent donor for allowing us to extend an opportunity to all public servants, especially those in law enforcement who claim to be peace officers, and I think they need a break, I think we all could use a break. So, we're willing to sponsor a ten-day natural time retreat, three meals a day, room and board, all you got to do is get there. And we've got at least a dozen facilities for you to retreat to, and these are beautiful centers where you can unwind and decompress from time is money and all the stress and strife of what's happening in the commercial world today. So, on that note, we want to announce that we rolled out [venuscalendar.org](http://venuscalendar.org) to help with the outreach education campaign for natural time, as well as the [harmonicfactor.com](http://harmonicfactor.com), which is a very conservative Christian approach towards natural time and how people can unwind from the angst of a world gone mad. And furthermore, we have an extension of the natural time retreat centers for wellness at [crest13.org](http://crest13.org), that's the number 13, that lays out how we're approaching our kinship center for wellness. Mother was going to force the sale of our house before she passed, and she said, you come up with a vision and you share it, and I'll leave it up to you. So that's what we've done, we've carved that out and crafted it out. You've been receiving a fair amount of email recently, which tries to broaden the picture of what's happening at large, and I know I've got a few seconds here. Commissioner Gardener, I'm not always pleased with my presentation or the way I speak to you, and think that you mean well and stay up late at night like I do. I'll just leave with that.

Chairman Gardner speaks:

Thank you, Mr. Gibson. I did want to take a moment here to let you know in regards to what you're proposing in your first comments; any three Commissioners that get together must be very careful that they don't entertain and make it an Open Meeting Law violation. So, what you're proposing borders

**DOUGLAS COUNTY BOARD OF COMMISSIONERS  
MEETING OF SEPTEMBER 15, 2022**

on that process, and so I don't see that necessarily happening, but I appreciate the suggestion. Ms. Ellie.

**Ellie Waller** speaks:

I just want to thank everybody for rising public health and safety issues as related to everything, just about everything we discussed today. It's very important to look at the broader picture of what all of these policies, these things that we're doing as related to everything, and I'm not sure now that we're going forward with looking at the code as brought up today for the septic. Is that also the place where a lot of Commissioners talked about enforcement and how we go forward, how we notify the public? And during that forum, maybe we do this just once so we don't have to painfully go through it again. Thank you.

Chairman Gardner speaks:

Amen. Is there any additional Public Comment here in Chambers? Sensing none. Ms. Elges, is there any Public Comment online?

Melissa Elges, Chief of Staff, speaks:

There is no Closing Public Comment online at this time.

Chairman Gardner speaks:

Very good since there's no Public Comment, we will conclude the meeting. Thank you.

**ADJOURNMENT**

There being no further business to come before the Board of County Commissioners, the meeting adjourned at 2:11 PM.

Respectfully submitted:

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Mark Gardner, Chairman  
Douglas County Board of County  
Commissioners

ATTEST:

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Amy Burgans, Clerk-Treasurer

**BOARD OF COUNTY COMMISSIONERS AGENDA ITEM  
COVER PAGE**

**MEETING DATE:** October 20, 2022

**TIME REQUIRED:**

**AGENDA:** CONSENT CALENDAR

**TITLE:**

For possible action. Discussion to accept the July 2022 Monthly Douglas County Treasurer's Statement submitted per Nevada Revised Statutes 354.280(2). (Amy Burgans)

**RECOMMENDED MOTION:**

Accept the July 2022 Monthly Douglas County Treasurer's Statement as presented.

**FINANCIAL IMPACT:**

None

**BACKGROUND:**

Attached is the July 2022 Monthly Statement of the County Treasurer per NRS 354.280(2).

**ATTACHMENTS:**

[July 2022.pdf](#)

DOUGLAS COUNTY TREASURER'S REPORT  
 Amy Burgans, Clerk-Treasurer  
 For the Month Ending July 31, 2022

BOARD OF COUNTY COMMISSIONERS  
 DOUGLAS COUNTY  
 MINDEN, NEVADA

RE: NRS 354.280

Honorable Commissioners:

I hereby submit this summary record of all receipts, apportionments to, payments from and balances in all funds and separate accounts as required by the referenced statute. Detail information for these funds is available in my office, or in the Finance Department.

|   |                          |
|---|--------------------------|
| CASH ON DEPOSIT:  | \$ 26,902,637.54         |
| INVESTMENT WITH BANK OF NEW YORK MELLON<br>(BNYM):  | <u>\$ 85,647,726.16</u>  |
| INVESTMENT WITH LOCAL GOVERNMENT INVESTMENT<br>POOL (LGIP):   | <u>\$ 32,591,060.16</u>  |
| OUTSTANDING CHECKS:   | <u>\$ (4,658,255.86)</u> |
| *TIMING DIFFERENCES:  | <u>\$ 467,385.29</u>     |
| GENERAL LEDGER CASH BALANCE:  | <u>\$ 140,950,553.29</u> |
| REVENUE RECEIPTED FOR THE MONTH:<br>UNAPPORTIONED FUNDS:<br>(Includes both secured and unsecured taxes) | <u>\$ -</u>              |

|                              | Receipts &<br>Apportionments | Payments        | Change in Cash<br>July 2022 |
|------------------------------|------------------------------|-----------------|-----------------------------|
| <b>DOUGLAS COUNTY:</b>       | 13,061,364.89                | (26,675,500.24) | (13,614,135.35)             |
| <b>REDEVELOPMENT:</b>        | 13,442.12                    | (12.26)         | 13,429.86                   |
| <b>TOWN OF GARDNERVILLE:</b> | 244,681.39                   | (418,734.85)    | (174,053.46)                |
| <b>TOWN OF GENOA:</b>        | 31,555.56                    | (24,011.66)     | 7,543.90                    |
| <b>TOWN OF MINDEN:</b>       | 489,520.58                   | (426,180.94)    | 63,339.64                   |
| <b>OTHER AGENCIES:</b>       | 1,656,285.81                 | (1,714,495.30)  | (58,209.49)                 |
| <b>Totals:</b>               | 15,496,850.35                | (29,258,935.25) | (13,762,084.90)             |

\*NOTE: Timing differences on the last day of the month are comprised of cash deposits in transit, credit card transactions not yet settled in bank and/or posted to the general ledger, and direct deposits such as receipts from the State of Nevada for grants and taxes that have not been receipted until the next work day.

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AMY BURGANS, CLERK-TREASURER

Douglas County  
**Treasurer Report - July 2022**

From Date: 7/1/2022 - To Date: 7/31/2022

Summary Listing, Report By Fund - Account

| Fund | Description                      | Paying Fund | Paying Fund Description          | Beginning Balance | Total Debits   | Total Credits  | Ending Balance  |
|------|----------------------------------|-------------|----------------------------------|-------------------|----------------|----------------|-----------------|
| 101  | General Fund                     | 101         | General Fund                     | \$24,278,256.43   | \$3,470,224.41 | \$7,541,023.06 | \$20,207,457.78 |
| 202  | Nv Cooperative Extension         | 202         | Nv Cooperative Extension         | \$628,598.20      | \$7,708.16     | \$19,330.80    | \$616,975.56    |
| 204  | Airport                          | 204         | Airport                          | \$0.00            | \$0.00         | \$0.00         | \$0.00          |
| 208  | Cash Trust                       | 208         | Cash Trust                       | \$40,735.86       | \$7,399.08     | \$30,656.25    | \$17,478.69     |
| 210  | Douglas County Water Dist        | 210         | Douglas County Water Dist        | \$0.00            | \$0.00         | \$0.00         | \$0.00          |
| 211  | Solid Waste Mgmt.                | 211         | Solid Waste Mgmt.                | \$2,421,502.23    | \$53,942.47    | \$29,082.89    | \$2,446,361.81  |
| 212  | Landscape Maintenance Districts  | 212         | Landscape Maintenance Districts  | \$2,786.56        | \$259.73       | \$0.00         | \$3,046.29      |
| 214  | St Mv Accident Indigent          | 214         | St Mv Accident Indigent          | \$0.00            | \$225.38       | \$9,721.12     | (\$9,495.74)    |
| 215  | Assistance To Indigents          | 215         | Assistance To Indigents          | \$2,018,027.49    | \$38,064.42    | \$1,406,702.13 | \$649,389.78    |
| 216  | Social Services                  | 216         | Social Services                  | \$1,658,933.89    | \$1,325,740.32 | \$463,679.16   | \$2,520,995.05  |
| 217  | One Nevada (Opioid Settlement)   | 217         | One Nevada (Opioid Settlement)   | \$0.00            | \$0.00         | \$0.00         | \$0.00          |
| 218  | ARPA                             | 218         | ARPA                             | \$9,300,531.69    | \$0.00         | \$0.00         | \$9,300,531.69  |
| 219  | CARES Act                        | 219         | CARES Act                        | \$0.00            | \$0.00         | \$0.00         | \$0.00          |
| 220  | PALS Sales Tax Fund              | 220         | PALS Sales Tax Fund              | (\$478,624.13)    | \$231,743.15   | \$0.00         | (\$246,880.98)  |
| 222  | Law Library                      | 222         | Law Library                      | \$38,584.62       | \$1,747.77     | \$707.16       | \$39,625.23     |
| 224  | Library                          | 224         | Library                          | \$1,421,234.57    | \$153,989.11   | \$188,740.48   | \$1,386,483.20  |
| 232  | Road Operating                   | 232         | Road Operating                   | \$3,348,785.15    | \$225,830.90   | \$147,830.16   | \$3,426,785.89  |
| 234  | Room Tax                         | 234         | Room Tax                         | \$8,414,838.53    | \$1,619,726.62 | \$2,898,449.37 | \$7,136,115.78  |
| 235  | Library Gift Fund                | 235         | Library Gift Fund                | \$68,142.97       | \$16,479.80    | \$3,488.11     | \$81,134.66     |
| 236  | Tahoe-Douglas Trans.Dist.        | 236         | Tahoe-Douglas Trans.Dist.        | \$3,326,009.40    | \$196,734.22   | \$18,156.17    | \$3,504,587.45  |
| 240  | Justice Ct. Admin. Assess        | 240         | Justice Ct. Admin. Assess        | \$1,091,914.14    | \$13,588.14    | \$7,554.10     | \$1,097,948.18  |
| 242  | China Spring Youth Camp          | 242         | China Spring Youth Camp          | \$1,172,212.55    | \$408,359.58   | \$341,865.80   | \$1,238,706.33  |
| 244  | Western NV Regional Youth        | 244         | Western NV Regional Youth        | \$0.00            | \$169.00       | \$132.66       | \$36.34         |
| 245  | Stormwater Management            | 245         | Stormwater Management            | \$747,483.27      | \$1,107,722.44 | \$143,599.56   | \$1,711,606.15  |
| 246  | Flood Litigation Settlement Fund | 246         | Flood Litigation Settlement Fund | \$1,074,037.57    | \$0.00         | \$14,475.55    | \$1,059,562.02  |
| 255  | 911 Emergency Services           | 255         | 911 Emergency Services           | \$2,361,899.44    | \$317,213.27   | \$195,735.64   | \$2,483,377.07  |

Douglas County  
**Treasurer Report - July 2022**

From Date: 7/1/2022 - To Date: 7/31/2022

Summary Listing, Report By Fund - Account

| Fund | Description                  | Paying Fund | Paying Fund Description      | Beginning Balance | Total Debits | Total Credits  | Ending Balance  |
|------|------------------------------|-------------|------------------------------|-------------------|--------------|----------------|-----------------|
| 256  | 911 Surcharge                | 256         | 911 Surcharge                | \$815,979.87      | \$32,925.45  | \$113,640.99   | \$735,264.33    |
| 260  | Senior Services Program      | 260         | Senior Services Program      | \$879,732.04      | \$184,754.17 | \$261,799.35   | \$802,686.86    |
| 309  | Risk Management              | 309         | Risk Management              | \$7,660,146.69    | \$126,474.18 | \$174,954.86   | \$7,611,666.01  |
| 310  | Self Ins.Dental Insurance    | 310         | Self Ins.Dental Insurance    | \$754,074.19      | \$17,940.45  | \$33,050.31    | \$738,964.33    |
| 313  | Motor Pool/Vehicle Maint     | 313         | Motor Pool/Vehicle Maint     | \$1,202,102.90    | \$239,068.71 | \$479,236.40   | \$961,935.21    |
| 314  | Water Utility                | 314         | Water Utility                | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 315  | Ridgeview Water System       | 315         | Ridgeview Water System       | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 316  | Zephyr Water Utility Dist    | 316         | Zephyr Water Utility Dist    | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 317  | West Valley Water System     | 317         | West Valley Water System     | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 318  | East Valley Water System     | 318         | East Valley Water System     | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 319  | Cave Rock/Uppaway Wtr.Sys    | 319         | Cave Rock/Uppaway Wtr.Sys    | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 320  | Skyland Water System         | 320         | Skyland Water System         | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 321  | Foothill Water Utility       | 321         | Foothill Water Utility       | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 322  | Sheridan Acres Water Utility | 322         | Sheridan Acres Water Utility | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 324  | Regional Water Fund          | 324         | Regional Water Fund          | \$1,451,489.08    | \$228,733.53 | \$199,419.78   | \$1,480,802.83  |
| 325  | Sewer Utility                | 325         | Sewer Utility                | \$7,443,513.69    | \$273,693.91 | \$559,661.91   | \$7,157,545.69  |
| 326  | Carson Valley Water Utility  | 326         | Carson Valley Water Utility  | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 327  | Lake Tahoe Water Utility     | 327         | Lake Tahoe Water Utility     | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 328  | Douglas County Water Utility | 328         | Douglas County Water Utility | \$17,382,845.97   | \$713,831.81 | \$3,244,960.24 | \$14,851,717.54 |
| 340  | Water-Debt Service           | 340         | Water-Debt Service           | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 341  | Sewer-Debt Service           | 341         | Sewer-Debt Service           | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 350  | W.Valley 2010 Bond(317)      | 350         | W.Valley 2010 Bond(317)      | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 351  | E.Valley 2010 Bond(318)      | 351         | E.Valley 2010 Bond(318)      | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 360  | Airport Enterprise Fund      | 360         | Airport Enterprise Fund      | \$2,194,628.93    | \$125,836.72 | \$121,967.11   | \$2,198,498.54  |
| 401  | Extraordinary Maintenance    | 401         | Extraordinary Maintenance    | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 405  | Ad Val Capital Projects      | 405         | Ad Val Capital Projects      | \$2,440,029.49    | \$33,186.32  | \$2,100,075.64 | \$373,140.17    |

Douglas County  
**Treasurer Report - July 2022**

From Date: 7/1/2022 - To Date: 7/31/2022

Summary Listing, Report By Fund - Account

| Fund | Description                      | Paying Fund | Paying Fund Description          | Beginning Balance | Total Debits | Total Credits  | Ending Balance  |
|------|----------------------------------|-------------|----------------------------------|-------------------|--------------|----------------|-----------------|
| 410  | County Construction              | 410         | County Construction              | \$6,047,604.43    | \$50,329.79  | \$3,422,614.62 | \$2,675,319.60  |
| 420  | Park Resident.Const.Tax          | 420         | Park Resident.Const.Tax          | \$984,288.91      | \$23,389.63  | \$712.94       | \$1,006,965.60  |
| 430  | Regional Transportation          | 430         | Regional Transportation          | \$14,917,501.31   | \$194,990.26 | \$294,119.63   | \$14,818,371.94 |
| 440  | Capital Projects-Debt Financed   | 440         | Capital Projects-Debt Financed   | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 540  | County Debt Service              | 540         | County Debt Service              | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 541  | Co Debt/Other Resources          | 541         | Co Debt/Other Resources          | \$896,253.63      | \$157,868.37 | \$2,000.00     | \$1,052,122.00  |
| 600  | Dc Redevelopment Area 2-Admin.   | 600         | Dc Redevelopment Area 2-Admin.   | \$21,716.23       | \$12,924.42  | \$0.12         | \$34,640.53     |
| 601  | Dc Redevel. Area 2-Cap. Projects | 601         | Dc Redevel. Area 2-Cap. Projects | \$25,672.21       | \$5.09       | \$0.12         | \$25,677.18     |
| 602  | Dc Redevel. Area 2-Debt Service  | 602         | Dc Redevel. Area 2-Debt Service  | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 605  | Dc Redevelopment-Admin.          | 605         | Dc Redevelopment-Admin.          | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 606  | Dc Redevel.-Cap.Projects         | 606         | Dc Redevel.-Cap.Projects         | \$2,587,189.69    | \$512.61     | \$12.02        | \$2,587,690.28  |
| 607  | Dc Redevel.-Debt Service         | 607         | Dc Redevel.-Debt Service         | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 610  | Gardnerville Town                | 610         | Gardnerville Town                | \$752,670.04      | \$73,025.89  | \$311,885.09   | \$513,810.84    |
| 611  | Gardnerville Health & San        | 611         | Gardnerville Health & San        | \$560,306.43      | \$171,613.21 | \$106,848.80   | \$625,070.84    |
| 613  | Gardnerville Debt                | 613         | Gardnerville Debt                | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 614  | G'ville Ad Val Cap Proj          | 614         | G'ville Ad Val Cap Proj          | \$206,974.26      | \$42.29      | \$0.96         | \$207,015.59    |
| 620  | Genoa Town                       | 620         | Genoa Town                       | \$351,355.54      | \$31,535.17  | \$24,011.18    | \$358,879.53    |
| 622  | Genoa Ad Val Cap Projects        | 622         | Genoa Ad Val Cap Projects        | \$62,069.72       | \$12.30      | \$0.29         | \$62,081.73     |
| 624  | Genoa Construction Res           | 624         | Genoa Construction Res           | \$40,833.44       | \$8.09       | \$0.19         | \$40,841.34     |
| 630  | Minden Town                      | 630         | Minden Town                      | \$618,110.96      | \$82,727.33  | \$136,785.18   | \$564,053.11    |
| 631  | Minden Ad Val Cap Project        | 631         | Minden Ad Val Cap Project        | \$85,242.88       | \$16.89      | \$0.40         | \$85,259.37     |
| 635  | Minden Trash                     | 635         | Minden Trash                     | \$560,596.95      | \$124,361.45 | \$95,149.30    | \$589,809.10    |
| 636  | Minden Cap.Equip./Constr.        | 636         | Minden Cap.Equip./Constr.        | \$1,975,641.52    | \$323.88     | \$844.72       | \$1,975,120.68  |
| 639  | Minden Wholesale Water Utility   | 639         | Minden Wholesale Water Utility   | \$5,363,201.28    | \$2,839.09   | \$115,581.89   | \$5,250,458.48  |
| 640  | Minden Town Water                | 640         | Minden Town Water                | \$8,948,016.62    | \$279,251.94 | \$77,819.45    | \$9,149,449.11  |
| 650  | Effpd                            | 650         | Effpd                            | \$0.00            | \$0.00       | \$0.00         | \$0.00          |

Douglas County  
**Treasurer Report - July 2022**

From Date: 7/1/2022 - To Date: 7/31/2022

Summary Listing, Report By Fund - Account

| Fund | Description               | Paying Fund | Paying Fund Description   | Beginning Balance | Total Debits | Total Credits | Ending Balance |
|------|---------------------------|-------------|---------------------------|-------------------|--------------|---------------|----------------|
| 651  | Effpd Emergency Fund      | 651         | Effpd Emergency Fund      | \$0.00            | \$0.00       | \$0.00        | \$0.00         |
| 652  | Effpd Equipment Reserve   | 652         | Effpd Equipment Reserve   | \$0.00            | \$0.00       | \$0.00        | \$0.00         |
| 653  | Paramedic District        | 653         | Paramedic District        | \$0.00            | \$0.00       | \$0.00        | \$0.00         |
| 654  | Effpd Construction Res    | 654         | Effpd Construction Res    | \$0.00            | \$0.00       | \$0.00        | \$0.00         |
| 655  | MOSQUITO DISTRICT         | 655         | MOSQUITO DISTRICT         | \$0.00            | \$0.00       | \$0.00        | \$0.00         |
| 656  | PARAMEDIC CONSTRUCTION    | 656         | PARAMEDIC CONSTRUCTION    | \$0.00            | \$0.00       | \$0.00        | \$0.00         |
| 657  | East Fork Debt Service    | 657         | East Fork Debt Service    | \$0.00            | \$0.00       | \$0.00        | \$0.00         |
| 710  | School District           | 710         | School District           | \$207,157.23      | \$526,953.65 | \$208,218.22  | \$525,892.66   |
| 720  | School Dist. Debt         | 720         | School Dist. Debt         | \$3,922.27        | \$64,594.50  | \$4,063.76    | \$64,453.01    |
| 804  | Carson Water Sub          | 804         | Carson Water Sub          | \$648.94          | \$13,711.78  | \$691.38      | \$13,669.34    |
| 806  | Cave Rock                 | 806         | Cave Rock                 | \$0.00            | \$0.00       | \$0.00        | \$0.00         |
| 808  | Dcsid M&O                 | 808         | Dcsid M&O                 | \$0.00            | \$0.00       | \$0.00        | \$0.00         |
| 809  | EFFPD                     | 809         | EFFPD                     | \$10,601.19       | \$208,798.61 | \$11,063.93   | \$208,335.87   |
| 810  | Elk Point Sanitation      | 810         | Elk Point Sanitation      | \$0.00            | \$17.02      | \$0.00        | \$17.02        |
| 811  | Gardnerville Main Street  | 811         | Gardnerville Main Street  | \$0.00            | \$0.00       | \$0.00        | \$0.00         |
| 812  | Gardnerville Rancho Gid   | 812         | Gardnerville Rancho Gid   | \$3,326.01        | \$24,992.82  | \$3,659.47    | \$24,659.36    |
| 813  | Genoa Lakes District      | 813         | Genoa Lakes District      | \$246,529.81      | \$48.91      | \$0.00        | \$246,578.72   |
| 814  | Indian Hill               | 814         | Indian Hill               | \$1,654.15        | \$14,124.03  | \$1,654.15    | \$14,124.03    |
| 815  | G'ville Mainstreet Rev.Ln | 815         | G'ville Mainstreet Rev.Ln | \$0.00            | \$0.00       | \$0.00        | \$0.00         |
| 818  | Kingsbury Gid             | 818         | Kingsbury Gid             | \$130.35          | \$19,869.72  | \$389.54      | \$19,610.53    |
| 822  | Lakeridge                 | 822         | Lakeridge                 | \$265.73          | \$671.75     | \$265.73      | \$671.75       |
| 823  | Legal Services            | 823         | Legal Services            | \$4,227.36        | \$2,456.00   | \$0.00        | \$6,683.36     |
| 824  | Logan Creek               | 824         | Logan Creek               | \$0.00            | \$0.00       | \$0.00        | \$0.00         |
| 826  | Mgsd                      | 826         | Mgsd                      | \$287.57          | \$13,610.68  | \$287.57      | \$13,610.68    |
| 829  | NV Tahoe Conserv.Dist.    | 829         | NV Tahoe Conserv.Dist.    | \$0.00            | \$0.00       | \$0.00        | \$0.00         |
| 830  | Oliver Park               | 830         | Oliver Park               | \$83.88           | \$1,851.87   | \$83.88       | \$1,851.87     |

**Treasurer Report - July 2022**

From Date: 7/1/2022 - To Date: 7/31/2022

## Summary Listing, Report By Fund - Account

| Fund                   | Description               | Paying Fund | Paying Fund Description   | Beginning Balance | Total Debits    | Total Credits   | Ending Balance   |
|------------------------|---------------------------|-------------|---------------------------|-------------------|-----------------|-----------------|------------------|
| 832                    | Round Hill GID            | 832         | Round Hill GID            | \$0.00            | \$1,406.30      | \$0.00          | \$1,406.30       |
| 834                    | Sierra Estates            | 834         | Sierra Estates            | \$0.00            | \$502.50        | \$0.00          | \$502.50         |
| 836                    | Skyland                   | 836         | Skyland                   | \$916.94          | \$812.66        | \$916.94        | \$812.66         |
| 838                    | Tahoe Douglas Sanitation  | 838         | Tahoe Douglas Sanitation  | \$506.07          | \$3,839.25      | \$506.07        | \$3,839.25       |
| 839                    | Tahoe Douglas Fire        | 839         | Tahoe Douglas Fire        | \$9,776.30        | \$114,484.33    | \$10,073.18     | \$114,187.45     |
| 840                    | Topaz Estates             | 840         | Topaz Estates             | \$546.31          | \$6,229.30      | \$546.31        | \$6,229.30       |
| 842                    | Zephyr Cove               | 842         | Zephyr Cove               | \$0.00            | \$79.87         | \$0.00          | \$79.87          |
| 844                    | Zephyr Heights            | 844         | Zephyr Heights            | \$241.62          | \$3,052.37      | \$241.62        | \$3,052.37       |
| 846                    | Zephyr Knolls             | 846         | Zephyr Knolls             | \$0.00            | \$228.55        | \$0.00          | \$228.55         |
| 847                    | Ef Swim Pool Dist Oper    | 847         | Ef Swim Pool Dist Oper    | \$2,806.78        | \$56,817.56     | \$2,930.21      | \$56,694.13      |
| 848                    | Ef Swim Pool Debt         | 848         | Ef Swim Pool Debt         | \$0.00            | \$0.00          | \$0.00          | \$0.00           |
| 850                    | Employee Benefit Trust    | 850         | Employee Benefit Trust    | \$1,854,002.18    | \$1,419,834.29  | \$2,199,686.76  | \$1,074,149.71   |
| 852                    | T-D VISITORS AUTHORITY    | 852         | T-D VISITORS AUTHORITY    | \$0.00            | \$0.00          | \$0.00          | \$0.00           |
| 853                    | Western NV Reg.Youth Fac. | 853         | Western NV Reg.Youth Fac. | \$0.00            | \$0.00          | \$0.00          | \$0.00           |
| 855                    | Inmate Commissary Fund    | 855         | Inmate Commissary Fund    | \$99,962.54       | \$2,774.40      | \$3,988.58      | \$98,748.36      |
| 860                    | Profit From Tax Sale      | 860         | Profit From Tax Sale      | \$0.00            | \$0.00          | \$0.00          | \$0.00           |
| 865                    | Unclaimed Monies          | 865         | Unclaimed Monies          | \$93,952.08       | \$36,408.93     | \$2,680.95      | \$127,680.06     |
| 868                    | Library Gift Fund         | 868         | Library Gift Fund         | \$0.00            | \$0.00          | \$0.00          | \$0.00           |
| 885                    | Mosquito District         | 885         | Mosquito District         | \$706.16          | \$13,670.03     | \$738.91        | \$13,637.28      |
| 890                    | State Of Nevada           | 890         | State Of Nevada           | \$1,538,990.96    | \$565,917.75    | \$1,468,164.43  | \$636,744.28     |
| 892                    | Department Of Wildlife    | 892         | Department Of Wildlife    | \$6,335.56        | \$0.00          | \$0.00          | \$6,335.56       |
| 894                    | Range Improvements        | 894         | Range Improvements        | \$286.11          | \$0.00          | \$0.00          | \$286.11         |
| 895                    | Sierra Forest Fire        | 895         | Sierra Forest Fire        | \$0.00            | \$0.00          | \$0.00          | \$0.00           |
| 896                    | Refund Of Taxes           | 896         | Refund Of Taxes           | \$0.00            | \$0.00          | \$0.00          | \$0.00           |
| Grand Total: 128 Funds |                           |             |                           | \$154,253,543.43  | \$15,496,850.35 | \$29,258,935.25 | \$140,491,458.53 |

**BOARD OF COUNTY COMMISSIONERS AGENDA ITEM  
COVER PAGE**

**MEETING DATE:** October 20, 2022

**TIME REQUIRED:**

**AGENDA:** CONSENT CALENDAR

**TITLE:**

For possible action. Discussion to accept the August 2022 Monthly Douglas County Treasurer's Statement submitted per Nevada Revised Statutes 354.280(2). (Amy Burgans)

**RECOMMENDED MOTION:**

Accept the August 2022 Monthly Douglas County Treasurer's Statement as presented.

**FINANCIAL IMPACT:**

None

**BACKGROUND:**

Attached is the August 2022 Monthly Statement of the County Treasurer per NRS 354.280(2).

**ATTACHMENTS:**

[August 2022.pdf](#)

DOUGLAS COUNTY TREASURER'S REPORT  
 Amy Burgans, Clerk-Treasurer  
 For the Month Ending August 31, 2022

BOARD OF COUNTY COMMISSIONERS  
 DOUGLAS COUNTY  
 MINDEN, NEVADA

RE: NRS 354.280

Honorable Commissioners:

I hereby submit this summary record of all receipts, apportionments to, payments from and balances in all funds and separate accounts as required by the referenced statute. Detail information for these funds is available in my office, or in the Finance Department.

|   |                          |
|---|--------------------------|
| CASH ON DEPOSIT:  | \$ 59,352,542.97         |
| INVESTMENT WITH BANK OF NEW YORK MELLON<br>(BNYM):  | <u>\$ 85,756,322.50</u>  |
| INVESTMENT WITH LOCAL GOVERNMENT INVESTMENT<br>POOL (LGIP):   | <u>\$ 32,628,370.47</u>  |
| OUTSTANDING CHECKS:   | <u>\$ (1,804,426.17)</u> |
| *TIMING DIFFERENCES:  | <u>\$ 135,603.62</u>     |
| GENERAL LEDGER CASH BALANCE:  | <u>\$ 176,068,413.39</u> |
| REVENUE RECEIPTED FOR THE MONTH:<br>UNAPPORTIONED FUNDS:<br>(Includes both secured and unsecured taxes) | <u>\$ -</u>              |

|                              | Receipts &<br>Apportionments | Payments        | Change in Cash<br>August 2022 |
|------------------------------|------------------------------|-----------------|-------------------------------|
| <b>DOUGLAS COUNTY:</b>       | 22,790,166.54                | (12,255,518.07) | 10,534,648.47                 |
| <b>REDEVELOPMENT AGENCY:</b> | 821,874.73                   | (14,862.34)     | 807,012.39                    |
| <b>TOWN OF GARDNERVILLE:</b> | 591,658.51                   | (157,759.78)    | 433,898.73                    |
| <b>TOWN OF GENOA:</b>        | 65,237.97                    | (19,702.95)     | 45,535.02                     |
| <b>TOWN OF MINDEN:</b>       | 1,204,960.48                 | (1,108,551.66)  | 96,408.82                     |
| <b>OTHER AGENCIES:</b>       | 24,404,318.88                | (1,170,997.61)  | 23,233,321.27                 |
| <b>Totals:</b>               | 49,878,217.11                | (14,727,392.41) | 35,150,824.70                 |

\*NOTE: Timing differences on the last day of the month are comprised of cash deposits in transit, credit card transactions not yet settled in bank and/or posted to the general ledger, and direct deposits such as receipts from the State of Nevada for grants and taxes that have not been receipted until the next work day.

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AMY BURGANS, CLERK-TREASURER

**Treasurer Report - August 2022**

From Date: 8/1/2022 - To Date: 8/31/2022

**Summary Listing, Report By Fund - Account**

| <b>Fund</b> | <b>Description</b>               | <b>Paying Fund</b> | <b>Paying Fund Description</b>   | <b>Beginning Balance</b> | <b>Total Debits</b> | <b>Total Credits</b> | <b>Ending Balance</b> |
|-------------|----------------------------------|--------------------|----------------------------------|--------------------------|---------------------|----------------------|-----------------------|
| 101         | General Fund                     | 101                | General Fund                     | \$20,207,457.78          | \$13,333,072.74     | \$3,635,982.55       | \$29,904,547.97       |
| 202         | Nv Cooperative Extension         | 202                | Nv Cooperative Extension         | \$616,975.56             | \$135,446.52        | \$16,794.23          | \$735,627.85          |
| 204         | Airport                          | 204                | Airport                          | \$0.00                   | \$0.00              | \$0.00               | \$0.00                |
| 208         | Cash Trust                       | 208                | Cash Trust                       | \$17,478.69              | \$3,996.87          | \$3,731.77           | \$17,743.79           |
| 210         | Douglas County Water Dist        | 210                | Douglas County Water Dist        | \$0.00                   | \$0.00              | \$0.00               | \$0.00                |
| 211         | Solid Waste Mgmt.                | 211                | Solid Waste Mgmt.                | \$2,446,361.81           | \$101,392.41        | \$32,988.64          | \$2,514,765.58        |
| 212         | Landscape Maintenance Districts  | 212                | Landscape Maintenance Districts  | \$3,046.29               | \$6,584.27          | \$0.18               | \$9,630.38            |
| 214         | St Mv Accident Indigent          | 214                | St Mv Accident Indigent          | (\$9,495.74)             | \$431.87            | \$0.00               | (\$9,063.87)          |
| 215         | Assistance To Indigents          | 215                | Assistance To Indigents          | \$649,389.78             | \$762,565.07        | \$51,465.88          | \$1,360,488.97        |
| 216         | Social Services                  | 216                | Social Services                  | \$2,520,995.05           | \$491,979.68        | \$145,807.23         | \$2,867,167.50        |
| 217         | One Nevada (Opioid Settlement)   | 217                | One Nevada (Opioid Settlement)   | \$0.00                   | \$414,584.50        | \$0.00               | \$414,584.50          |
| 218         | ARPA                             | 218                | ARPA                             | \$9,300,531.69           | \$0.00              | \$116,101.75         | \$9,184,429.94        |
| 219         | CARES Act                        | 219                | CARES Act                        | \$0.00                   | \$0.00              | \$0.00               | \$0.00                |
| 220         | PALS Sales Tax Fund              | 220                | PALS Sales Tax Fund              | (\$246,880.98)           | \$246,880.98        | \$0.00               | \$0.00                |
| 222         | Law Library                      | 222                | Law Library                      | \$39,625.23              | \$1,604.92          | \$698.42             | \$40,531.73           |
| 224         | Library                          | 224                | Library                          | \$1,386,483.20           | \$2,641.12          | \$129,569.44         | \$1,259,554.88        |
| 232         | Road Operating                   | 232                | Road Operating                   | \$3,426,785.89           | \$7,873.03          | \$75,313.92          | \$3,359,345.00        |
| 234         | Room Tax                         | 234                | Room Tax                         | \$7,136,115.78           | \$2,459,953.96      | \$1,982,059.34       | \$7,614,010.40        |
| 235         | Library Gift Fund                | 235                | Library Gift Fund                | \$81,134.66              | \$651.47            | \$2,728.25           | \$79,057.88           |
| 236         | Tahoe-Douglas Trans.Dist.        | 236                | Tahoe-Douglas Trans.Dist.        | \$3,504,587.45           | \$4,012.82          | \$3,197.81           | \$3,505,402.46        |
| 240         | Justice Ct. Admin. Assess        | 240                | Justice Ct. Admin. Assess        | \$1,097,948.18           | \$12,975.68         | \$27,524.48          | \$1,083,399.38        |
| 242         | China Spring Youth Camp          | 242                | China Spring Youth Camp          | \$1,238,706.33           | \$52,774.39         | \$241,287.33         | \$1,050,193.39        |
| 244         | Western NV Regional Youth        | 244                | Western NV Regional Youth        | \$36.34                  | \$520.35            | \$0.00               | \$556.69              |
| 245         | Stormwater Management            | 245                | Stormwater Management            | \$1,711,606.15           | \$1,523.55          | \$52,334.97          | \$1,660,794.73        |
| 246         | Flood Litigation Settlement Fund | 246                | Flood Litigation Settlement Fund | \$1,059,562.02           | \$0.00              | \$2,770.00           | \$1,056,792.02        |
| 255         | 911 Emergency Services           | 255                | 911 Emergency Services           | \$2,483,377.07           | \$632,085.65        | \$110,429.74         | \$3,005,032.98        |

**Treasurer Report - August 2022**

From Date: 8/1/2022 - To Date: 8/31/2022

## Summary Listing, Report By Fund - Account

| Fund | Description                  | Paying Fund | Paying Fund Description      | Beginning Balance | Total Debits | Total Credits  | Ending Balance  |
|------|------------------------------|-------------|------------------------------|-------------------|--------------|----------------|-----------------|
| 256  | 911 Surcharge                | 256         | 911 Surcharge                | \$735,264.33      | \$64,764.55  | \$22,200.85    | \$777,828.03    |
| 260  | Senior Services Program      | 260         | Senior Services Program      | \$802,686.86      | \$103,512.30 | \$163,746.00   | \$742,453.16    |
| 309  | Risk Management              | 309         | Risk Management              | \$7,611,666.01    | \$165,124.07 | \$1,063,355.59 | \$6,713,434.49  |
| 310  | Self Ins.Dental Insurance    | 310         | Self Ins.Dental Insurance    | \$738,964.33      | \$14,978.51  | \$25,883.75    | \$728,059.09    |
| 313  | Motor Pool/Vehicle Maint     | 313         | Motor Pool/Vehicle Maint     | \$961,935.21      | \$3,496.91   | \$92,153.44    | \$873,278.68    |
| 314  | Water Utility                | 314         | Water Utility                | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 315  | Ridgeview Water System       | 315         | Ridgeview Water System       | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 316  | Zephyr Water Utility Dist    | 316         | Zephyr Water Utility Dist    | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 317  | West Valley Water System     | 317         | West Valley Water System     | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 318  | East Valley Water System     | 318         | East Valley Water System     | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 319  | Cave Rock/Uppaway Wtr.Sys    | 319         | Cave Rock/Uppaway Wtr.Sys    | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 320  | Skyland Water System         | 320         | Skyland Water System         | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 321  | Foothill Water Utility       | 321         | Foothill Water Utility       | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 322  | Sheridan Acres Water Utility | 322         | Sheridan Acres Water Utility | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 324  | Regional Water Fund          | 324         | Regional Water Fund          | \$1,480,802.83    | \$463,459.15 | \$10,180.05    | \$1,934,081.93  |
| 325  | Sewer Utility                | 325         | Sewer Utility                | \$7,157,545.69    | \$239,434.28 | \$317,533.93   | \$7,079,446.04  |
| 326  | Carson Valley Water Utility  | 326         | Carson Valley Water Utility  | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 327  | Lake Tahoe Water Utility     | 327         | Lake Tahoe Water Utility     | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 328  | Douglas County Water Utility | 328         | Douglas County Water Utility | \$14,851,717.54   | \$781,910.09 | \$270,682.86   | \$15,362,944.77 |
| 340  | Water-Debt Service           | 340         | Water-Debt Service           | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 341  | Sewer-Debt Service           | 341         | Sewer-Debt Service           | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 350  | W.Valley 2010 Bond(317)      | 350         | W.Valley 2010 Bond(317)      | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 351  | E.Valley 2010 Bond(318)      | 351         | E.Valley 2010 Bond(318)      | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 360  | Airport Enterprise Fund      | 360         | Airport Enterprise Fund      | \$2,198,498.54    | \$157,444.27 | \$818,889.57   | \$1,537,053.24  |
| 401  | Extraordinary Maintenance    | 401         | Extraordinary Maintenance    | \$0.00            | \$0.00       | \$0.00         | \$0.00          |
| 405  | Ad Val Capital Projects      | 405         | Ad Val Capital Projects      | \$373,140.17      | \$662,295.59 | \$81.78        | \$1,035,353.98  |

**Treasurer Report - August 2022**

From Date: 8/1/2022 - To Date: 8/31/2022

## Summary Listing, Report By Fund - Account

| Fund | Description                      | Paying Fund | Paying Fund Description          | Beginning Balance | Total Debits | Total Credits | Ending Balance  |
|------|----------------------------------|-------------|----------------------------------|-------------------|--------------|---------------|-----------------|
| 410  | County Construction              | 410         | County Construction              | \$2,675,319.60    | \$4,483.67   | \$875,335.08  | \$1,804,468.19  |
| 420  | Park Resident.Const.Tax          | 420         | Park Resident.Const.Tax          | \$1,006,965.60    | \$38,199.88  | \$374.76      | \$1,044,790.72  |
| 430  | Regional Transportation          | 430         | Regional Transportation          | \$14,818,371.94   | \$671,591.71 | \$23,142.68   | \$15,466,820.97 |
| 440  | Capital Projects-Debt Financed   | 440         | Capital Projects-Debt Financed   | \$0.00            | \$0.00       | \$0.00        | \$0.00          |
| 540  | County Debt Service              | 540         | County Debt Service              | \$0.00            | \$0.00       | \$0.00        | \$0.00          |
| 541  | Co Debt/Other Resources          | 541         | Co Debt/Other Resources          | \$1,052,122.00    | \$311.02     | \$34,569.36   | \$1,017,863.66  |
| 600  | Dc Redevelopment Area 2-Admin.   | 600         | Dc Redevelopment Area 2-Admin.   | \$34,640.53       | \$818,798.15 | \$14,698.44   | \$838,740.24    |
| 601  | Dc Redevel. Area 2-Cap. Projects | 601         | Dc Redevel. Area 2-Cap. Projects | \$25,677.18       | \$30.23      | \$1.61        | \$25,705.80     |
| 602  | Dc Redevel. Area 2-Debt Service  | 602         | Dc Redevel. Area 2-Debt Service  | \$0.00            | \$0.00       | \$0.00        | \$0.00          |
| 605  | Dc Redevelopment-Admin.          | 605         | Dc Redevelopment-Admin.          | \$0.00            | \$0.00       | \$0.00        | \$0.00          |
| 606  | Dc Redevel.-Cap.Projects         | 606         | Dc Redevel.-Cap.Projects         | \$2,587,690.28    | \$3,046.35   | \$162.29      | \$2,590,574.34  |
| 607  | Dc Redevel.-Debt Service         | 607         | Dc Redevel.-Debt Service         | \$0.00            | \$0.00       | \$0.00        | \$0.00          |
| 610  | Gardnerville Town                | 610         | Gardnerville Town                | \$513,810.84      | \$500,165.28 | \$74,625.76   | \$939,350.36    |
| 611  | Gardnerville Health & San        | 611         | Gardnerville Health & San        | \$625,070.84      | \$91,249.53  | \$83,121.04   | \$633,199.33    |
| 613  | Gardnerville Debt                | 613         | Gardnerville Debt                | \$0.00            | \$0.00       | \$0.00        | \$0.00          |
| 614  | G'ville Ad Val Cap Proj          | 614         | G'ville Ad Val Cap Proj          | \$207,015.59      | \$243.70     | \$12.98       | \$207,246.31    |
| 620  | Genoa Town                       | 620         | Genoa Town                       | \$358,879.53      | \$65,116.81  | \$19,696.50   | \$404,299.84    |
| 622  | Genoa Ad Val Cap Projects        | 622         | Genoa Ad Val Cap Projects        | \$62,081.73       | \$73.08      | \$3.89        | \$62,150.92     |
| 624  | Genoa Construction Res           | 624         | Genoa Construction Res           | \$40,841.34       | \$48.08      | \$2.56        | \$40,886.86     |
| 630  | Minden Town                      | 630         | Minden Town                      | \$564,053.11      | \$528,402.76 | \$74,068.14   | \$1,018,387.73  |
| 631  | Minden Ad Val Cap Project        | 631         | Minden Ad Val Cap Project        | \$85,259.37       | \$100.37     | \$5.35        | \$85,354.39     |
| 635  | Minden Trash                     | 635         | Minden Trash                     | \$589,809.10      | \$55,426.07  | \$50,032.75   | \$595,202.42    |
| 636  | Minden Cap.Equip./Constr.        | 636         | Minden Cap.Equip./Constr.        | \$1,975,120.68    | \$2,395.87   | \$123.91      | \$1,977,392.64  |
| 639  | Minden Wholesale Water Utility   | 639         | Minden Wholesale Water Utility   | \$5,250,458.48    | \$267,817.70 | \$94,193.85   | \$5,424,082.33  |
| 640  | Minden Town Water                | 640         | Minden Town Water                | \$9,149,449.11    | \$350,817.71 | \$890,127.66  | \$8,610,139.16  |
| 650  | Effpd                            | 650         | Effpd                            | \$0.00            | \$0.00       | \$0.00        | \$0.00          |

**Treasurer Report - August 2022**

From Date: 8/1/2022 - To Date: 8/31/2022

## Summary Listing, Report By Fund - Account

| Fund | Description               | Paying Fund | Paying Fund Description   | Beginning Balance | Total Debits    | Total Credits | Ending Balance  |
|------|---------------------------|-------------|---------------------------|-------------------|-----------------|---------------|-----------------|
| 651  | Effpd Emergency Fund      | 651         | Effpd Emergency Fund      | \$0.00            | \$0.00          | \$0.00        | \$0.00          |
| 652  | Effpd Equipment Reserve   | 652         | Effpd Equipment Reserve   | \$0.00            | \$0.00          | \$0.00        | \$0.00          |
| 653  | Paramedic District        | 653         | Paramedic District        | \$0.00            | \$0.00          | \$0.00        | \$0.00          |
| 654  | Effpd Construction Res    | 654         | Effpd Construction Res    | \$0.00            | \$0.00          | \$0.00        | \$0.00          |
| 655  | MOSQUITO DISTRICT         | 655         | MOSQUITO DISTRICT         | \$0.00            | \$0.00          | \$0.00        | \$0.00          |
| 656  | PARAMEDIC CONSTRUCTION    | 656         | PARAMEDIC CONSTRUCTION    | \$0.00            | \$0.00          | \$0.00        | \$0.00          |
| 657  | East Fork Debt Service    | 657         | East Fork Debt Service    | \$0.00            | \$0.00          | \$0.00        | \$0.00          |
| 710  | School District           | 710         | School District           | \$525,892.66      | \$10,028,352.23 | \$526,124.94  | \$10,028,119.95 |
| 720  | School Dist. Debt         | 720         | School Dist. Debt         | \$64,453.01       | \$1,353,465.04  | \$64,904.17   | \$1,353,013.88  |
| 804  | Carson Water Sub          | 804         | Carson Water Sub          | \$13,669.34       | \$252,976.22    | \$13,669.34   | \$252,976.22    |
| 806  | Cave Rock                 | 806         | Cave Rock                 | \$0.00            | \$35,591.45     | \$0.00        | \$35,591.45     |
| 808  | Dcsid M&O                 | 808         | Dcsid M&O                 | \$0.00            | \$0.00          | \$0.00        | \$0.00          |
| 809  | EFFPD                     | 809         | EFFPD                     | \$208,335.87      | \$3,930,371.75  | \$208,335.87  | \$3,930,371.75  |
| 810  | Elk Point Sanitation      | 810         | Elk Point Sanitation      | \$17.02           | \$1,981.74      | \$17.02       | \$1,981.74      |
| 811  | Gardnerville Main Street  | 811         | Gardnerville Main Street  | \$0.00            | \$0.00          | \$0.00        | \$0.00          |
| 812  | Gardnerville Rancho Gid   | 812         | Gardnerville Rancho Gid   | \$24,659.36       | \$378,608.37    | \$24,659.36   | \$378,608.37    |
| 813  | Genoa Lakes District      | 813         | Genoa Lakes District      | \$246,578.72      | \$85.27         | \$15.46       | \$246,648.53    |
| 814  | Indian Hill               | 814         | Indian Hill               | \$14,124.03       | \$359,845.37    | \$14,124.03   | \$359,845.37    |
| 815  | G'ville Mainstreet Rev.Ln | 815         | G'ville Mainstreet Rev.Ln | \$0.00            | \$0.00          | \$0.00        | \$0.00          |
| 818  | Kingsbury Gid             | 818         | Kingsbury Gid             | \$19,610.53       | \$353,198.21    | \$19,610.53   | \$353,198.21    |
| 822  | Lakeridge                 | 822         | Lakeridge                 | \$671.75          | \$19,370.26     | \$671.75      | \$19,370.26     |
| 823  | Legal Services            | 823         | Legal Services            | \$6,683.36        | \$2,143.09      | \$6,713.36    | \$2,113.09      |
| 824  | Logan Creek               | 824         | Logan Creek               | \$0.00            | \$30,478.98     | \$0.00        | \$30,478.98     |
| 826  | Mgsd                      | 826         | Mgsd                      | \$13,610.68       | \$173,377.05    | \$13,610.68   | \$173,377.05    |
| 829  | NV Tahoe Conserv.Dist.    | 829         | NV Tahoe Conserv.Dist.    | \$0.00            | \$0.00          | \$0.00        | \$0.00          |
| 830  | Oliver Park               | 830         | Oliver Park               | \$1,851.87        | \$27,508.89     | \$2,110.13    | \$27,250.63     |

**Treasurer Report - August 2022**

From Date: 8/1/2022 - To Date: 8/31/2022

## Summary Listing, Report By Fund - Account

| Fund                   | Description               | Paying Fund | Paying Fund Description   | Beginning Balance | Total Debits    | Total Credits   | Ending Balance   |
|------------------------|---------------------------|-------------|---------------------------|-------------------|-----------------|-----------------|------------------|
| 832                    | Round Hill GID            | 832         | Round Hill GID            | \$1,406.30        | \$73,665.00     | \$1,406.30      | \$73,665.00      |
| 834                    | Sierra Estates            | 834         | Sierra Estates            | \$502.50          | \$9,352.92      | \$502.50        | \$9,352.92       |
| 836                    | Skyland                   | 836         | Skyland                   | \$812.66          | \$29,279.27     | \$812.66        | \$29,279.27      |
| 838                    | Tahoe Douglas Sanitation  | 838         | Tahoe Douglas Sanitation  | \$3,839.25        | \$90,853.44     | \$3,839.25      | \$90,853.44      |
| 839                    | Tahoe Douglas Fire        | 839         | Tahoe Douglas Fire        | \$114,187.45      | \$2,857,299.58  | \$114,758.27    | \$2,856,728.76   |
| 840                    | Topaz Estates             | 840         | Topaz Estates             | \$6,229.30        | \$76,581.95     | \$6,229.30      | \$76,581.95      |
| 842                    | Zephyr Cove               | 842         | Zephyr Cove               | \$79.87           | \$9,244.09      | \$79.87         | \$9,244.09       |
| 844                    | Zephyr Heights            | 844         | Zephyr Heights            | \$3,052.37        | \$41,926.74     | \$3,052.37      | \$41,926.74      |
| 846                    | Zephyr Knolls             | 846         | Zephyr Knolls             | \$228.55          | \$16,364.67     | \$228.55        | \$16,364.67      |
| 847                    | Ef Swim Pool Dist Oper    | 847         | Ef Swim Pool Dist Oper    | \$56,694.13       | \$1,043,640.12  | \$56,694.13     | \$1,043,640.12   |
| 848                    | Ef Swim Pool Debt         | 848         | Ef Swim Pool Debt         | \$0.00            | \$0.00          | \$0.00          | \$0.00           |
| 850                    | Employee Benefit Trust    | 850         | Employee Benefit Trust    | \$1,074,149.71    | \$737,266.76    | \$1,895,548.38  | (\$84,131.91)    |
| 852                    | T-D VISITORS AUTHORITY    | 852         | T-D VISITORS AUTHORITY    | \$0.00            | \$0.00          | \$0.00          | \$0.00           |
| 853                    | Western NV Reg.Youth Fac. | 853         | Western NV Reg.Youth Fac. | \$0.00            | \$0.00          | \$0.00          | \$0.00           |
| 855                    | Inmate Commissary Fund    | 855         | Inmate Commissary Fund    | \$98,748.36       | \$5,680.00      | \$3,462.70      | \$100,965.66     |
| 860                    | Profit From Tax Sale      | 860         | Profit From Tax Sale      | \$0.00            | \$0.00          | \$0.00          | \$0.00           |
| 865                    | Unclaimed Monies          | 865         | Unclaimed Monies          | \$127,680.06      | \$518.84        | \$878.00        | \$127,320.90     |
| 868                    | Library Gift Fund         | 868         | Library Gift Fund         | \$0.00            | \$0.00          | \$0.00          | \$0.00           |
| 885                    | Mosquito District         | 885         | Mosquito District         | \$13,637.28       | \$256,832.19    | \$13,637.28     | \$256,832.19     |
| 890                    | State Of Nevada           | 890         | State Of Nevada           | \$636,744.28      | \$2,954,068.08  | \$81,617.74     | \$3,509,194.62   |
| 892                    | Department Of Wildlife    | 892         | Department Of Wildlife    | \$6,335.56        | \$0.00          | \$0.00          | \$6,335.56       |
| 894                    | Range Improvements        | 894         | Range Improvements        | \$286.11          | \$0.00          | \$286.11        | \$0.00           |
| 895                    | Sierra Forest Fire        | 895         | Sierra Forest Fire        | \$0.00            | \$0.00          | \$0.00          | \$0.00           |
| 896                    | Refund Of Taxes           | 896         | Refund Of Taxes           | \$0.00            | \$0.00          | \$0.00          | \$0.00           |
| Grand Total: 128 Funds |                           |             |                           | \$140,491,458.53  | \$49,878,217.11 | \$14,727,392.41 | \$175,642,283.23 |

**BOARD OF COUNTY COMMISSIONERS AGENDA ITEM  
COVER PAGE**

**MEETING DATE:** October 20, 2022

**TIME REQUIRED:**

**AGENDA:** CONSENT CALENDAR

**TITLE:**

For possible action. Discussion of a request by CTH Minden, LLC to abandon approximately 13,737 SF of a Public Right-of-Way (ROW) at the Minden Medical Center located at 925 Ironwood Drive in Minden, Nevada (APN: 1320-30-613-002). (DP 22-0124). (Jeremy Hutchings)

**RECOMMENDED MOTION:**

Authorize the abandonment of approximately 13,737 SF of Public Right-of-Way located at 925 Ironwood Drive in Minden, Nevada (APN: 1320-30-613-002), created via a Final Map (LDA 07-023), for the benefit of the Minden Medical Mall, a Commercial Subdivision recorded as Document No. 0741788.

**FINANCIAL IMPACT:**

None.

**BACKGROUND:**

The existing Right-of-Way (ROW) area proposed to be abandoned was created via a Final Map for LDA 07-023 relating to Minden Medical Mall, a Commercial Subdivision recorded as Document No. 0741788. Staff has made a site visit to confirm that the existing conditions are generally as stated within this application. A few typical photos of the project area are included in the Appendix.

The applicant states in their project description, “The requested abandonment is essentially a clean-up of easements to allow the property owner the ability to better utilize their property for the construction of the planned assisted living and memory care facility.” This justification is reasonable.

Written responses to the petition from public utility providers have been acquired and are attached in the Appendix of this staff report. The responses confirm there are no utilities within the proposed abandonment area.

Adjacent owners have been noticed of this application pursuant to NRS 278.480. The public comment

received to date is included in the Appendix. The only public comment received to date did not oppose the abandonment, rather the comments centered on the future development of the vacant lot.

Staff supports the petition to abandon this portion of ROW between Ironwood Drive and Santa Anita Avenue for the following reasons:

- The only public improvements in the area are existing street cuts at both end of the easement.

The Transportation Plan does not show this as being anything more than a possible local road. This possible connection is not necessary since Ironwood Drive cross-connects to Santa Anita Boulevard via Monte Vista Avenue.

**ATTACHMENTS:**

[DP 22-0124 Staff Report.pdf](#)


[07. Order of Abandonment.pdf](#)



## COMMUNITY DEVELOPMENT

ENGINEERING DEPARTMENT  
1594 Esmeralda Avenue, Minden, Nevada 89423

Jeremy Hutchings, P.E.  
County Engineer  
jhutchings@douglasnv.us  
775.782.9063  
[www.douglascountynv.gov](http://www.douglascountynv.gov)

**To:** Board of County Commissioners  
**From:** Jeremy J. Hutchings PE, County Engineer  
**Date:** September 22, 2022   
**Subject:** DP 22-0124 Staff Report – Public Right-of-Way Abandonment

### I. Petition

CTH Minden, LLC (the applicant) has petitioned the County to abandon approximately 13,737 SF of a Public Right of Way (ROW) located at 925 Ironwood Drive in Minden, Nevada (APN: 1320-30-613-002). A graphical representation of the area to be abandoned is included in the Appendix of this staff report.

### II. Background

The existing ROW area proposed to be abandoned was created via a Final Map LDA 07-023 for Minden Medical Mall a Commercial Subdivision recorded as Document No. 0741788. Staff has made a site visit to confirm that the existing conditions are generally as stated within this application. A few typical photos of the project area are included in the Appendix.

The applicant states in their project description, “The requested abandonment is essentially a clean up of easements to allow the property owner the ability to better utilize their property for the construction of the planned assisted living and memory care facility.” This justification is reasonable.

Written responses to the petition from public utility providers have been acquired and are attached in the Appendix of this staff report. The responses confirm there are no utilities within the proposed abandonment area.

Adjacent owners have been noticed of this application pursuant to NRS 278.480. The public comment received to date is included in the Appendix. The only public comment received to date did not oppose the abandonment, rather the comments centered on the future development of the vacant lot.

Staff supports the petition to abandon this portion of ROW between Ironwood Drive and Santa Anita Avenue for the following reasons:

- The only public improvements in the area are existing street cuts at both end of the easement.
- The Transportation Plan does not show this as being anything more than a possible local road. This possible connection is not necessary since Ironwood Drive cross-connects to Santa Anita Boulevard via Monte Vista Avenue.

### III. Financial Impact

There would be no negative financial impact to the County by approving this abandonment.

Staff has reviewed the history on how the ROW was created and it appears that it was offered for dedication under the Final Map recorded as Document #0741788. It does not appear that the County expended funds to obtain the easement.

**IV. Vacation or Abandonment of Street or Easement**

Per NRS 278.480.5, "...if, upon public hearing, the governing body...is satisfied that the public will not be materially injured by the proposed vacation, it shall order the street or easement vacated. The governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, may make the order conditional, and the order becomes effective only upon the fulfillment of the conditions prescribed..."

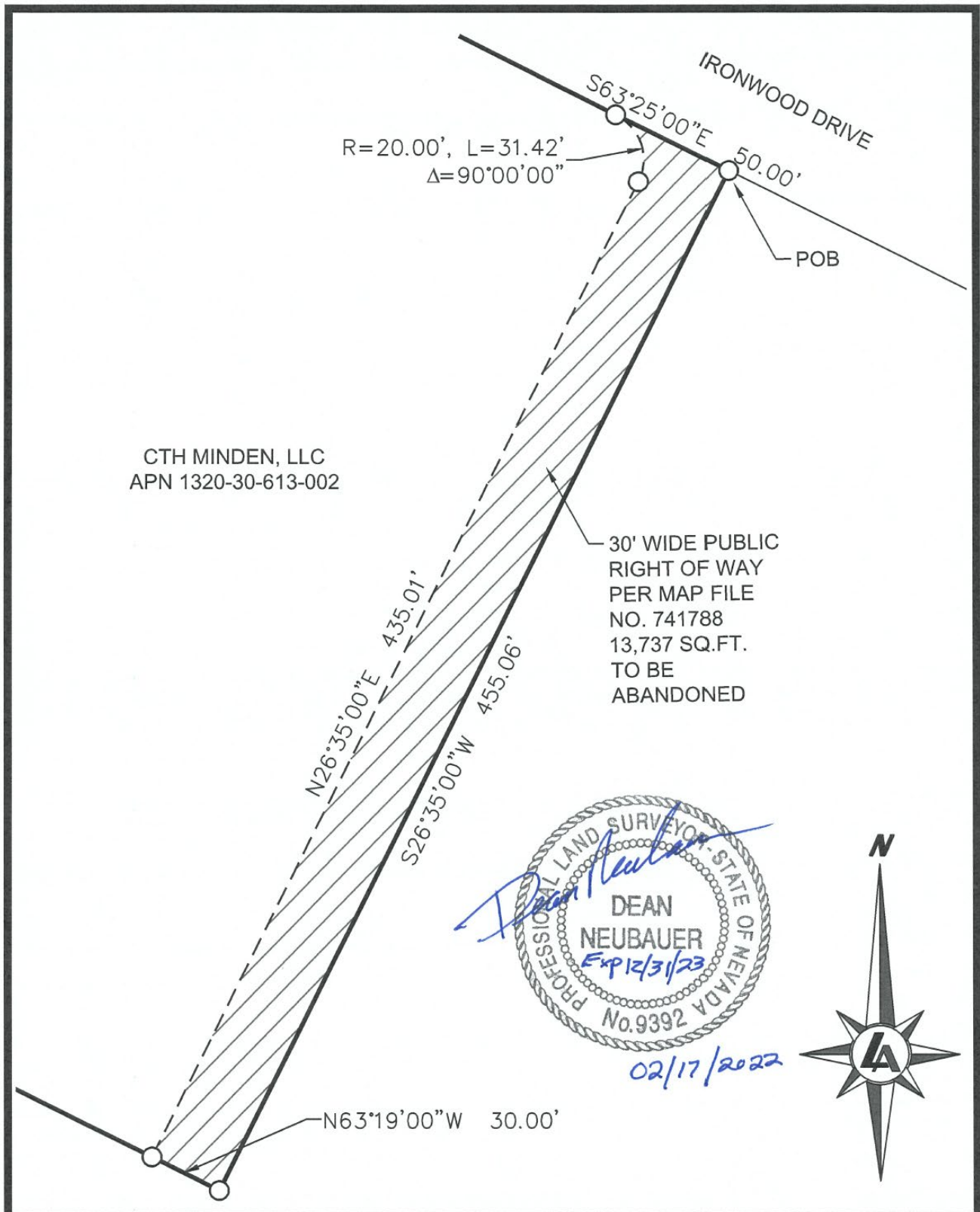
**V. Recommendation**

Staff recommends Approval of DP 22-0124, a petition to abandon approximately 13,737 SF of a Public Right of Way (ROW) located at 925 Ironwood Drive in Minden, Nevada (APN: 1320-30-613-002) created via a Final Map LDA 07-023 for Minden Medical Mall a Commercial Subdivision recorded as Document No. 0741788

**VI. Appendix**

- A. Graphical Representation of Area to be Abandoned
- B. Site Photos
- C. Utility Letters
- D. Public Comment

**IV.A Graphical Representation of Area to be Abandoned**



**LUMOS**  
& ASSOCIATES **LA**  
308 N. CURRY ST.,  
SUITE 200  
CARSON CITY, NV 89703  
TEL (775) 883-7077

**EXHIBIT "B"**  
**30' RIGHT OF WAY ABANDONMENT**  
**MINDEN MEDICAL MALL**  
**PORTION OF SEC. 30, T13N, R20E, MDM**  
**DOUGLAS COUNTY NEVADA**

Date: 02/2022  
Scale: 1" = 60'  
Job No: 6921.009

**IV.B Site Photos**



**Figure 1: Standing on Ironwood Drive looking south along the right-of-way.**



**Figure 2: Standing on right-of-way looking north towards Ironwood Drive.**



Figure 3: Standing on right-of-way looking south towards Ironwood Drive.



Figure 4: Standing on Santa Anita Avenue looking north along the right-of-way.

**IV.C Utility Letters  
Water – Town of Minden**

**UTILITY SIGNATURE/STATEMENTS**

*Note: Upon review of this application, Douglas County may require additional documentation or applications.*

APN(s): 1320-30-613-002 Project Name: Minden Medical Abandonment  
 Address: 925 Ironwood Drive, Minden, NV

**THE FOLLOWING PUBLIC UTILITIES MUST SIGN ONE OF THE BELOW STATEMENTS**


|  |                           |
|--|---------------------------|
| Frontier Communications or applicable Telephone Co.  | Charter Communications    |
| Douglas County Engineering (will sign during review) | NV Energy                 |
| Sewer Provider & Water Provider                      | Southwest Gas Corporation |

Please check appropriate boxes:

**ABANDONMENT OF PUBLIC UTILITY EASEMENT(S)**

*(Note: A PUE Abandonment is a separate application from a BLA application)*

- We **DO NOT** have utilities in the public utility easement(s) to be abandoned and approve the request as shown on the attached exhibit.
- We **DO** have utilities in the public utility easement(s) and do not approve the request as shown on the attached exhibit.
- OTHER: (Please type in a statement which applies to your situation): \_\_\_\_\_

Signed:  Town of Minden, Town Manager 3/3/22  
 Signature Company Date

**BOUNDARY LINE ADJUSTMENT MAPS AND REVERSION TO ACREAGE MAPS**

*(Note: A PUE Abandonment is a separate application from a BLA application)*

- We **DO** want the existing utility easements to remain in place.
- We **DO NOT** NEED the existing utility easement and it should be abandoned as shown on the application materials.
- We **DO NOT** NEED the existing utility easement and it should be abandoned through a public utility easement abandonment procedure.
- We need a new utility easement along the adjusted property line.

Signed: \_\_\_\_\_  
 Signature Company Date

### UTILITY SIGNATURE/STATEMENTS

**Note:** Upon review of this application, Douglas County may require additional documentation or applications.

APN(s): 1320-30-613-002 Project Name: Minden Medical Abandonment  
Address: 925 Ironwood Drive, Minden, NV

#### THE FOLLOWING PUBLIC UTILITIES MUST SIGN ONE OF THE BELOW STATEMENTS

|  |                           |
|--|---------------------------|
| Frontier Communications or applicable Telephone Co.  | Charter Communications    |
| Douglas County Engineering (will sign during review) | NV Energy                 |
| Sewer Provider & Water Provider                      | Southwest Gas Corporation |

Please check appropriate boxes:

**ABANDONMENT OF PUBLIC UTILITY EASEMENT(S)**

**Note:** A PUE Abandonment is a separate application from a BLA application)

- We **DO NOT** have utilities in the public utility easement(s) to be abandoned and approve the request as shown on the attached exhibit.
- We **DO** have utilities in the public utility easement(s) and do not approve the request as shown on the attached exhibit.
- OTHER: (Please type in a statement which applies to your situation): \_\_\_\_\_

Signed:  Mindengardnerville Sanitation District 2.17.22  
Signature Company Date

**BOUNDARY LINE ADJUSTMENT MAPS AND REVERSION TO ACREAGE MAPS**

**Note:** A PUE Abandonment is a separate application from a BLA application)

- We **DO** want the existing utility easements to remain in place.
- We **DO NOT** NEED the existing utility easement and it should be abandoned as shown on the application materials.
- We **DO NOT** NEED the existing utility easement and it should be abandoned through a public utility easement abandonment procedure.
- We need a new utility easement along the adjusted property line.

Signed: \_\_\_\_\_  
Signature Company Date

### UTILITY SIGNATURE/STATEMENTS

**Note:** Upon review of this application, Douglas County may require additional documentation or applications.

APN(s): 1320-30-6 13-002 Project Name: Minden Medical Abandonment  
Address: 925 Ironwood Drive, Minden, NV

**THE FOLLOWING PUBLIC UTILITIES MUST SIGN ONE OF THE BELOW STATEMENTS**

|  |                           |
|--|---------------------------|
| Frontier Communications or applicable Telephone Co.  | Charter Communications    |
| Douglas County Engineering (will sign during review) | NV Energy                 |
| Sewer Provider & Water Provider                      | Southwest Gas Corporation |

Please check appropriate boxes:

**ABANDONMENT OF PUBLIC UTILITY EASEMENT(S)**

**Note:** A PUE Abandonment is a separate application from a BLA application)

We **DO NOT** have utilities in the public utility easement(s) to be abandoned and approve the request as shown on the attached exhibit.

We **DO** have utilities in the public utility easement(s) and do not approve the request as shown on the attached exhibit.

OTHER: (Please type in a statement which applies to your situation): \_\_\_\_\_

Signed: Katherine Perkins Signature      Sierra Pacific Power Company  
d/b/a NV Energy Company      2/28/2022 Date

**BOUNDARY LINE ADJUSTMENT MAPS AND REVERSION TO ACREAGE MAPS**

**Note:** A PUE Abandonment is a separate application from a BLA application)

We **DO** want the existing utility easements to remain in place.

We **DO NOT** NEED the existing utility easement and it should be abandoned as shown on the application materials.

We **DO NOT** NEED the existing utility easement and it should be abandoned through a public utility easement abandonment procedure.

We need a new utility easement along the adjusted property line.

Signed: \_\_\_\_\_ Signature      \_\_\_\_\_ Company      \_\_\_\_\_ Date

**UTILITY SIGNATURE/STATEMENTS**

*Note: Upon review of this application, Douglas County may require additional documentation or applications.*

APN(s): 1320-30-613-002 Project Name: Minden Medical Abandonment  
 Address: 925 Ironwood Drive, Minden, NV

**THE FOLLOWING PUBLIC UTILITIES MUST SIGN ONE OF THE BELOW STATEMENTS**

|  |                           |
|--|---------------------------|
| Frontier Communications or applicable Telephone Co.  | Charter Communications    |
| Douglas County Engineering (will sign during review) | NV Energy                 |
| Sewer Provider & Water Provider                      | Southwest Gas Corporation |

Please check appropriate boxes:


**ABANDONMENT OF PUBLIC UTILITY EASEMENT(S)**

(Note: A PUE Abandonment is a separate application from a BLA application)

We **DO NOT** have utilities in the public utility easement(s) to be abandoned and approve the request as shown on the attached exhibit.

We **DO** have utilities in the public utility easement(s) and do not approve the request as shown on the attached exhibit.

OTHER: (Please type in a statement which applies to your situation): \_\_\_\_\_

Signed:  Southwest Gas Corporation 2/22/2022  
 Signature Company Date

**BOUNDARY LINE ADJUSTMENT MAPS AND REVERSION TO ACREAGE MAPS**

(Note: A PUE Abandonment is a separate application from a BLA application)

We **DO** want the existing utility easements to remain in place.

We **DO NOT** NEED the existing utility easement and it should be abandoned as shown on the application materials.

We **DO NOT** NEED the existing utility easement and it should be abandoned through a public utility easement abandonment procedure.

We need a new utility easement along the adjusted property line.

Signed: \_\_\_\_\_  
 Signature Company Date

UTILITY SIGNATURE/STATEMENTS

Note: Upon review of this application, Douglas County may require additional documentation or applications.

APN(s): 1320-30-613-002 Project Name: Minden Medical Abandonment
Address: 925 Ironwood Drive, Minden, NV

THE FOLLOWING PUBLIC UTILITIES MUST SIGN ONE OF THE BELOW STATEMENTS

Table with 2 columns and 3 rows listing utility providers: Frontier Communications or applicable Telephone Co., Charter Communications; Douglas County Engineering (will sign during review), NV Energy; Sewer Provider & Water Provider, Southwest Gas Corporation.

Please check appropriate boxes:

ABANDONMENT OF PUBLIC UTILITY EASEMENT(S)

Note: A PUE Abandonment is a separate application from a BLA application

- We DO NOT have utilities in the public utility easement(s) to be abandoned and approve the request as shown on the attached exhibit.
We DO have utilities in the public utility easement(s) and do not approve the request as shown on the attached exhibit.
OTHER: (Please type in a statement which applies to your situation):

Signed: Chris Willing Signature FRONTIER COMMUNICATIONS Company 02/17/2022 Date

BOUNDARY LINE ADJUSTMENT MAPS AND REVERSION TO ACREAGE MAPS

Note: A PUE Abandonment is a separate application from a BLA application

- We DO want the existing utility easements to remain in place.
We DO NOT NEED the existing utility easement and it should be abandoned as shown on the application materials.
We DO NOT NEED the existing utility easement and it should be abandoned through a public utility easement abandonment procedure.
We need a new utility easement along the adjusted property line.

Signed: Signature Company Date

### UTILITY SIGNATURE/STATEMENTS

**Note:** Upon review of this application, Douglas County may require additional documentation or applications.

APN(s): 1320-30-613-002 Project Name: Minden Medical Abandonment  
Address: 925 Ironwood Drive, Minden, NV

**THE FOLLOWING PUBLIC UTILITIES MUST SIGN ONE OF THE BELOW STATEMENTS**

|  |                           |
|--|---------------------------|
| Frontier Communications or applicable Telephone Co.  | Charter Communications    |
| Douglas County Engineering (will sign during review) | NV Energy                 |
| Sewer Provider & Water Provider                      | Southwest Gas Corporation |

Please check appropriate boxes:


**ABANDONMENT OF PUBLIC UTILITY EASEMENT(S)**

**Note:** A PUE Abandonment is a separate application from a BLA application)

We **DO NOT** have utilities in the public utility easement(s) to be abandoned and approve the request as shown on the attached exhibit.

We **DO** have utilities in the public utility easement(s) and do not approve the request as shown on the attached exhibit.

OTHER: (Please type in a statement which applies to your situation): \_\_\_\_\_

Signed:  CHARTER 2-22-22  
Signature Company Date

**BOUNDARY LINE ADJUSTMENT MAPS AND REVERSION TO ACREAGE MAPS**

**Note:** A PUE Abandonment is a separate application from a BLA application)

We **DO** want the existing utility easements to remain in place.

We **DO NOT** NEED the existing utility easement and it should be abandoned as shown on the application materials.

We **DO NOT** NEED the existing utility easement and it should be abandoned through a public utility easement abandonment procedure.

We need a new utility easement along the adjusted property line.

Signed: \_\_\_\_\_  
Signature Company Date

## IV.D Public Comment

**From:** [Deanne Wood](#)  
**To:** [Hutchings, Jeremy <jhutchings@douglasny.us>](mailto:jhutchings@douglasny.us)  
**Subject:** Fw: Public Road Right-of-Way Abandonment (DP22-0124)  
**Date:** Tuesday, September 13, 2022 2:59:21 PM

---

**CAUTION:** This email originated from outside of the organization. If you did not expect to receive something from this sender - we suggest you call the sender to verify (only if you know the sender).

Otherwise - Do not click links or open attachments unless you recognize the sender and know the content is safe. You should almost NEVER be prompted to enter your login credentials as a result of opening or clicking anything.

**Subject:** Public Road Right-of-Way Abandonment (DP22-0124)

Dear Jeremy,

It was good to speak with you on Sept. 6, 2022, regarding the change requested for the assisted living care facility by Carson Tahoe Hospital. Thank you also for the site plan.

After reviewing the site plan of the Carson Tahoe Hospital property, it would back very close to the back fence of our residence. Our major concern is height restrictions for the buildings that the total heights comply to what you said was the 35 feet height restriction.

The other major concern is the lighting restrictions of 15 feet height along parking areas with downward pointing baffling, which should be abided by. According to the site plan there would be parking on the south end of the development with the cars parking with their lights facing heading into our fence. This would be horrible for us as a homeowner.

The last issue on lighting is that any exterior light mounted on the outside of any building be shielded and pointing downward. Not like the current lights outside the buildings by the Emergent Care building. These lights have a metal decorative shield above the lights but nothing to direct the lighting downward instead of outward.

Seeing the stars and dark sky and the mountains are important to us as a homeowner and why we live here. Enforcing and recommending proper building heights and lighting are important in this development.

Thank you for listening to our concerns for the development of this property, since it backs to a residential neighborhood.

Sincerely,  
Deanne Wood

---

936 Los Alamos St.  
Minden, Nevada 89423

APN: 1320-30-613-002

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:  
Douglas County Community Development  
Post Office Box 218  
Minden, NV 89423

The party executing this document hereby affirms that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030.

## **Abandonment of Public Right-of-Way**

**AN ORDER OF ABANDONMENT** vacating a 30 foot wide strip of land for public roads established in Document No. 0741788, reserving the 30 foot wide public right-of-way, located on said land which is generally located southerly of Ironwood Drive and northerly of Santa Anita Avenue, along the easterly boundary of land owned by CTH Minden, LLC, located within a portion of Section 30, Township 13 North, Range 20 East, M.D.B. & M. located in Douglas County, Nevada (APN:1320-30-613-002).

**WHEREAS**, Douglas County, a political subdivision of the State of Nevada, presently holds a public road right-of-way located within said Section 30, Township 13 North, Range 20 East, M.D.B. & M., as described in that certain Document No. 0741788, Official Records of Douglas County, Nevada, and being more particularly described in the attached Legal Description provided as Exhibit A and depicted on Exhibit Map A-1.

**WHEREAS**, Douglas County, pursuant to the provisions of Douglas County Code, Section 20.768.050 and N.R.S. 278.480, the Board of County Commissioners may vacate or abandon by formal order any portion of a public road easement owned or controlled by Douglas County upon petition; and

**WHEREAS**, this abandonment request is being made pursuant to NRS 278.480 in order to vacate a public road right-of-way, owned or controlled by Douglas County; and

**WHEREAS**, at a meeting held on October 20, 2022, the Douglas County Board of County Commissioners determined that the aforesaid easement is no longer necessary or useful to Douglas County and that the public will not be materially injured by the abandonment; and

**NOW THEREFORE**, be it ordered by the Douglas County Board of County Commissioners that the aforesaid strip of land utilized for public roads easement purposes, as described in the attached Exhibit A and depicted on Exhibit B, is hereby abandoned.



**EXHIBIT A  
30' RIGHT OF WAY ABANDONMENT**

A strip of land located within a portion of Section 30, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, State of Nevada.

A 30 foot wide public right of way as created on that certain Final Map LDA 07-023 Minden Medical Mall for CTH MINDEN, LLC, recorded in the office of the Douglas County Recorder, State of Nevada on the 22nd day of April, 2009 as File No. 741788, Official Records, more particularly described as follows:

**BEGINNING** at the northeast corner of Adjusted Parcel 3 of the above said Final Map;

**THENCE** along the easterly line of said Parcel 3, S. 26°35'00" W., 455.06 feet to the southeast corner of said Parcel 3;

**THENCE** along the southerly line of said Parcel 3, N. 63°19'00" W., 30.00 feet;

**THENCE** N. 26°35'00" E., 435.01 feet along the westerly line of the above said 30 foot public right of way;

**THENCE** northwesterly along a tangent curve to the left having a radius of 20.00 feet, an arc length of 31.42 feet, a delta of 90°00'00" and a chord that bears N. 18°25'00" W., 28.28 feet to the northeasterly line of said Parcel 3;

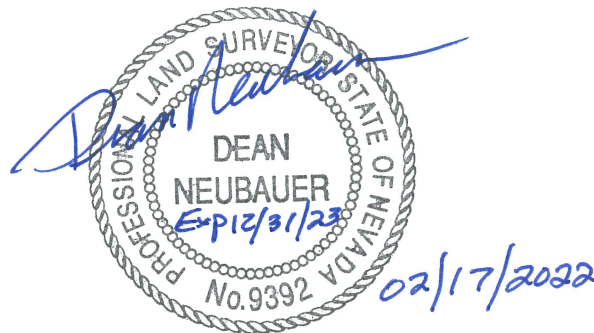
**TENCE** along the northeasterly line of said Parcel 3 S. 63°25'00" E., 50.00 feet to the **POINT OF BEGINNING**.

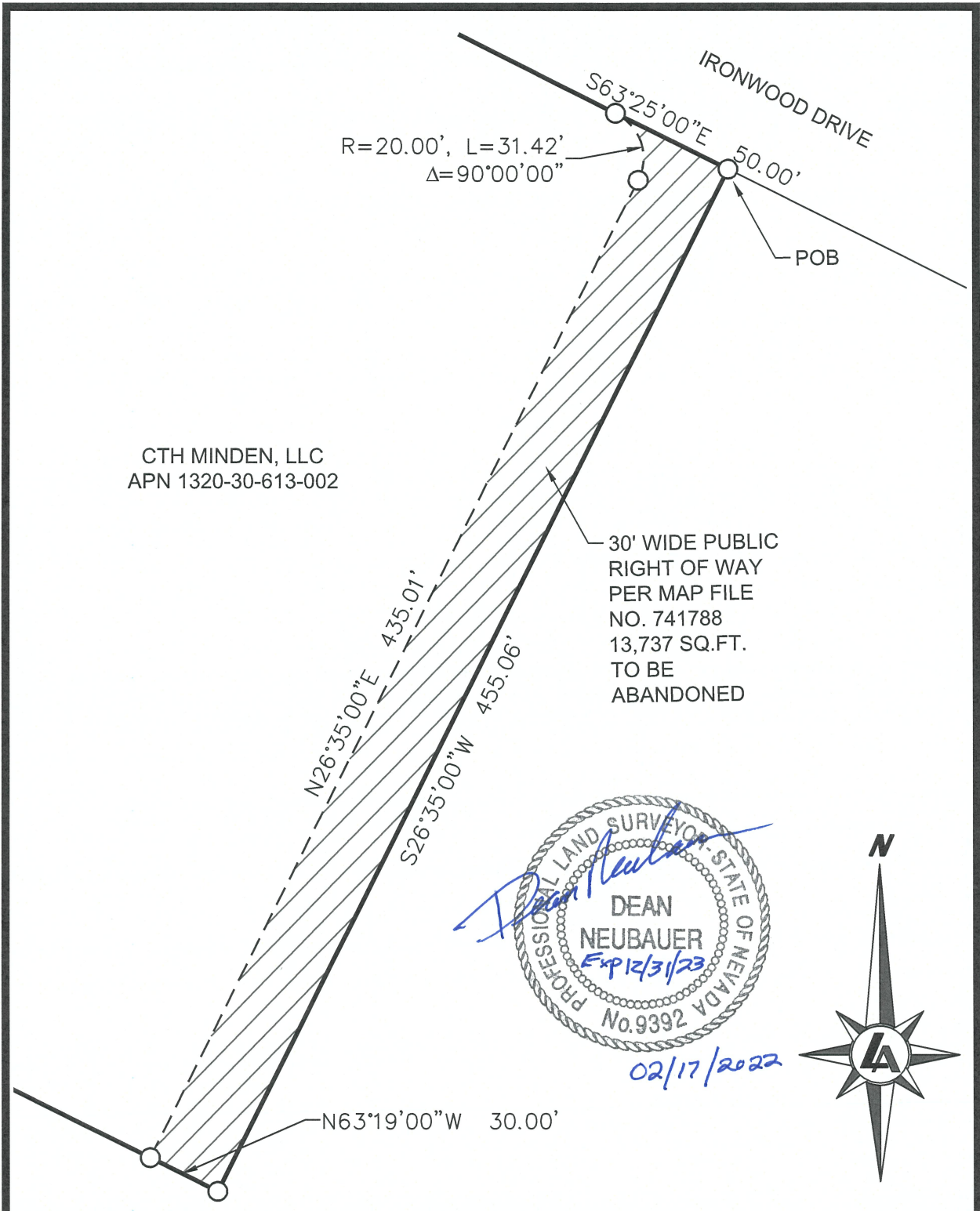
The above described 30 foot wide public right of way contains 13,737 sq. ft. more or less.

Basis of bearing for this description is the above described Final Map for CTH MINDEN, LLC.

Prepared by:

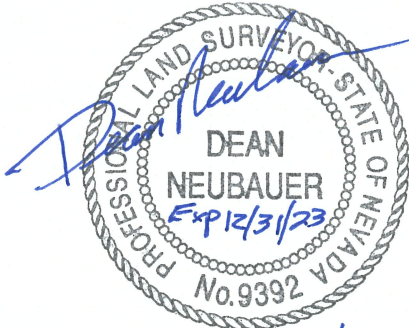
**Lumos & Associates, Inc.**  
Dean Neubauer, P.L.S. 9392  
308 N. Curry Street, Suite 200  
Carson City, NV 89703  
JN: 6921.009





CTH MINDEN, LLC  
 APN 1320-30-613-002

30' WIDE PUBLIC  
 RIGHT OF WAY  
 PER MAP FILE  
 NO. 741788  
 13,737 SQ.FT.  
 TO BE  
 ABANDONED



**LUMOS**  
 & ASSOCIATES **LA**  
 308 N. CURRY ST.,  
 SUITE 200  
 CARSON CITY, NV 89703  
 TEL (775) 883-7077

**EXHIBIT "B"**  
**30' RIGHT OF WAY ABANDONMENT**  
**MINDEN MEDICAL MALL**  
**PORTION OF SEC. 30, T13N, R20E, MDM**  
**DOUGLAS COUNTY NEVADA**

Date: 02/2022  
 Scale: 1" = 60'  
 Job No: 6921.009

**BOARD OF COUNTY COMMISSIONERS AGENDA ITEM  
COVER PAGE**

**MEETING DATE:** October 20, 2022

**TIME REQUIRED:**

**AGENDA:** CONSENT CALENDAR

**TITLE:**

For possible action. Discussion to approve a \$69,364 contract with ACCO Engineered Systems to replace the boiler at the Kahle Community Center, authorize the County Manager to sign the contract, and approve a \$4,133 budget transfer to fund the difference between the amount of the contract and the \$65,231 currently budgeted for the project. (Geoff Bonar)

**RECOMMENDED MOTION:**

Approve a contract with ACCO Engineered Systems to replace the boiler at the Kahle Community Center as presented, authorize the County Manager to sign the contract, and approve a \$4,133 budget transfer to fund the difference between the amount of the contract and the \$65,231 currently budgeted for the project.

**FINANCIAL IMPACT:**

The boiler replacement is a current approved project for Fiscal Year 2022-23. It is budgeted for in the "Capital Improvements" account of the Kahle Community Center Department of the Room Tax Fund (234-812 562.000). The project has been assigned project number 23P08. The current balance in the budget of the project is \$65,231. The attached budget transfer from the Major Repair and Maintenance account (234-812 5232.118) will increase the budget by \$4,133 to allow the budget for the project to be enough to cover the costs.

**BACKGROUND:**

The boiler at the Kahle Community Center needs to be replaced. This has been identified and prioritized as an approved project during the current fiscal year. The department solicited bids for the project from three vendors. ACCO Engineered Systems responded with a bid of \$69,364. Johnson Plumbing and Heating initially took measurements and information but never responded to follow up inquiries and never submitted a bid. REP Plumbing was contacted and they advised that they would not be able to submit a bid due to staff shortages. ACCO's proposal is the only response the County received for this project.

**ATTACHMENTS:**

[CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR - Kahle boiler.pdf](#)

[ACCO bid.pdf](#)

[Johnson bid.pdf](#)

[REP plumbing bid.pdf](#)

[BudgetTransferRequestForm - Kahle boiler.pdf](#)

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN  
DOUGLAS COUNTY  
PO BOX 218  
MINDEN NV 89423  
("COUNTY")

AND

ACCO ENGINEERED SYSTEMS  
1410 GREG STREET, SUITE 419  
SPARKS, NEVADA 89431  
("CONTRACTOR")

WHEREAS, Douglas County is a political subdivision of the State of Nevada, and from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that it is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described; and

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

**1. EFFECTIVE DATE AND TERM OF CONTRACT.** This contract shall not become effective until and unless approved by both parties, and shall remain in effect until Contractor performs all services required under the Contract.

**2. INDEPENDENT CONTRACTOR STATUS.** The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700(3)(b), as necessarily adapted, to the parties, including that Contractor is not a County employee and that

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

### 3. INDUSTRIAL INSURANCE.

A. Unless the Contractor complies with ¶ B below, Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS § 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

ROBINSON METAL WORKS. HAS entered into a contract with Douglas County to provide professional services to construct and install a new boat dock at the Topaz Lake Campground located at 3700 Topaz Park Road Gardnerville, NV 89410. and requests that the State Industrial Insurance System provide to Douglas County 1) a certificate of coverage issued pursuant to NRS § 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County  
Post Office Box 218  
Minden, Nevada 89423

Contractor agrees to maintain required worker's compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that County may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract. For each six-month period this contract is in effect, contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If contractor does not make the request or does not provide the certificate before the expiration of the six-month period, contractor agrees that County may order the contractor to stop work, suspend the contract, or terminate the contract.

B. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that it is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

**4. SERVICES TO BE PERFORMED.** The parties agree that the services to be performed by Contractor are specified in the Proposal attached hereto as Exhibit 1 to remove and replace (1) Lochinvar CHN260 boiler and install (1) Lochinvar FBN1001 96.2% efficient boiler at the Kahle Community Center located at 236 Kingsbury Grade Road, Stateline, Nevada, 89449.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in ¶ 4 at a total cost not to exceed \$69,364.

**6. NON APPROPRIATION.** All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS § 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished if the County fails to appropriate monies.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

**7. CONSTRUCTION OF CONTRACT & DISPUTE RESOLUTION.** This contract shall be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages against either Party.

**8. COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local procedures and requirements and all immigration and naturalization laws.

**9. ASSIGNMENT.** Contractor shall not assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

**10. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

**11. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in

the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested remittance and delivery by Contractor of the items. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

**12. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

**13. INDEMNIFICATION.** Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all third party claims, causes of action or liability, including attorney's fees, expert fees, and other costs, arising from the performance of this contract by Contractor or Contractor's agents or employees.

**14. INTEGRATION & MODIFICATION OF CONTRACT.** This contract supersedes all prior agreements between the parties, constitutes the entire contract between the parties, and may only be modified by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

\_\_\_\_\_  
ACCO Engineered Systems (Date)

\_\_\_\_\_  
Patrick Cates, County Manger (Date)  
By and On Behalf of  
Douglas County, Nevada

Exhibit 1

(August 10, 2022 Proposal from ACCO Engineered Systems)



---

• 1410 Greg Street, Suite 419 • Sparks, NV 89431 • 775-331-8376 • NV Contractor's License #2549, #55552, #83321 •

August 10, 2022

Kahle Community Center  
236 Kingsbury Grade Road  
Stateline, NV 89449  
(775) 586-7271  
Attn: Traci Dill  
[tdill@douglasnv.us](mailto:tdill@douglasnv.us)

**Reference:** Boiler replacement

**Location:** 236 Kingsbury Grade Road Stateline, NV 89449

ACCO Engineered Systems is pleased to provide you with our proposal to provide labor, materials with tax and equipment for the HVAC systems at the aforementioned building.

**SCOPE OF WORK:**

- Remove and replace (1) Lochinvar CHN1260 boiler.
- Install (1) Lochinvar FBN1001 96.2% efficient boiler.
- Includes: gas piping, water piping, flue piping, electrical connections, crane lift and miscellaneous materials.
- Start-up and test system operation.

Base bid for the above Scope of Work will be:

**\$69,364.00**

(Per Design - Tax Included - No Addendums Noted)

### ACCO EXCLUSIONS (If required)

1. Any work not identified in the above scope.
2. Nights/Weekend/Shift Work/Overtime Labor Costs.
3. High voltage electrical upgrades.
4. Project Bonding.
5. Commissioning or 3<sup>rd</sup> party commissioning.
6. LEED certification.
7. Temporary heating, cooling, utilities, or facilities.
8. Mechanical piping or condensate piping and insulation.
9. Replacement of ceiling tiles.
10. Coring or Drilling of any kind.
11. Cutting, framing, or patching.
12. Painting of any kind.
13. Fire alarm, fire alarm global shutdown, fire/life/safety wiring or programming.
14. Roofing.
15. Protection and repairs of walls, ceiling and floor
16. Providing and installing temporary barriers.
17. Repairs to existing non code compliant conditions.
18. Structural support for HVAC equipment.
19. Demo of existing duct systems.
20. Trash dumpster during demolition of existing HVAC systems and throughout course of construction.

### ASSUMPTIONS and CLARIFICATIONS:

- We have included all applicable taxes and freight.
- This proposal is to be incorporated into the contract. The proposal is based on mutually acceptable schedules, terms & conditions. Any terms and conditions stated herein supersede any other contract statements or wording which may conflict.
- This proposal is based on the assumption that unobstructed access to the work areas will be provided to ACCO and its subcontractors.
- ACCO Engineered Systems Foreman and Superintendents possess OSHA 30 cards, all other on-site employees have OSHA 10 cards.
- Payments are to be made in full net 30 days from invoice.



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• 1410 Greg Street, Suite 419 • Sparks, NV 89431 • 775-331-8376 • NV Contractor's License #2549, #55552, #83321 •

Net 30 day terms: Progress payments. Final invoice due 30 days after completion and owner acceptance. This proposal is subject to a mutually agreeable work schedule and is valid for 30 days.

Thank you for the opportunity to offer this scope and proposal. We look forward to working with you to make this a successful project.

Respectfully,

ACCO Engineered Systems

Ted Lenzora

Service Sales Engineer

(775) 513-2573

ACCEPTANCE

Title: \_\_\_\_\_

P.O. \_\_\_\_\_

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_

Dill, Traci

**From:** JOHNSON PLUMBING HEATING & AIR <notifications@housecallpro.com>  
**Sent:** Monday, August 15, 2022 11:21 AM  
**To:** Dill, Traci  
**Subject:** JOHNSON PLUMBING HEATING & AIR - Estimate scheduled

CAUTION: This email originated from outside of the organization. If you did not expect to receive something from this sender - we suggest you call the sender to verify (only if you know the sender).

Otherwise - Do not click links or open attachments unless you recognize the sender and know the content is safe. You should almost NEVER be prompted to enter your login credentials as a result of opening or clicking anything.

Called 8/19 @  
9:30am about  
no person here.  
They showed up  
around 10am



## Your estimate with JOHNSON PLUMBING HEATING & AIR has been scheduled

Took pictures  
and measurement  
have not received  
anything back

### When

Friday August 19, 2022 arriving between 7:30am - 8:30am

### Address

236 Kingsbury Grade Rd, Stateline, NV 89449



### Services

Estimate to replace boiler

We offer financing through our partner company, Wisetack. You can learn more [here](#)

(775) 351-2293 | [Service@JohnsonPlumbingNV.com](mailto:Service@JohnsonPlumbingNV.com)

<http://www.jphallc.com>

131 Coney Island Dr  
Sparks, NV 89431

Terms & Conditions

September 28, 2022

3rd bid for boiler replacement at Kahle Community Center

On August 12, 2022 I contact Heather at REP Plumbing to see if they would be able to give me a bid to replace out boiler at Kahle community Center. During that phone conversation, Heather informed me that they (REP Plumbing) would not be able to take on a project like that so they couldn't give us a bid due to staffing shorttest.

Traci Dill

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Recreation Supervisor

**Douglas County Finance Department**

**Budget Transfer Request Form**

**Request Date** 10/6/2022  
**Fiscal Year** 22/23

**Requested By** Geoff Bonar  
**Fund/Dept** 234/812

| Account Name                   | GL Account #<br>xxx-xxx xxx.xxx format | Project* | Revenue Increase | Revenue Decrease | Expenditure Increase | Expenditure Decrease |
|--------------------------------|--|----------|------------------|------------------|----------------------|----------------------|
| 1 Capital Projects             | 234-812 562.000                        | 23P08    |                  |                  | 4,133                |                      |
| 2 Major Repair and Maintenance | 234-812 532.118                        |          |                  |                  |                      | 4,133                |
| 3                              |  |          |                  |                  |                      |                      |
| 4                              |  |          |                  |                  |                      |                      |
| 5                              |  |          |                  |                  |                      |                      |
| 6                              |  |          |                  |                  |                      |                      |
| 7                              |  |          |                  |                  |                      |                      |
| 8                              |  |          |                  |                  |                      |                      |
| 9                              |  |          |                  |                  |                      |                      |
| 10                             |  |          |                  |                  |                      |                      |
| 11                             |  |          |                  |                  |                      |                      |
| 12                             |  |          |                  |                  |                      |                      |
| <b>Totals</b>                  |  |          | -                | -                | 4,133                | 4,133                |
| <b>Net Change</b>              |  |          | -                | -                | -                    | -                    |

**Purpose** Increase the budget for the replacement of the Kahle boiler (original budgeted amount was \$65,231 and the bid from the vendor is for \$69,364)

\* A project number is required for all Grants and Capital Projects

**Department Head Name** Scott Morgan

**Signature** 

**Finance Use Only**

**Douglas County**  
 From Salaries/Benefits Expense category (salary savings)  
 Modifying a Capital Projects budget  
 Within the same Expense Category, Department and Fund <=\$50,000  
 Within the same Expense Category, Department and Fund >\$50,000  
 Between Divisions of a Department (same Fund)  
 Between Expense Categories of a Division  
 Between funds (follow augment requirements)  
 From contingency or reserves (follow augment requirements)

| IRC Approval               |              | BOCC Approval        |              |
|----------------------------|--------------|----------------------|--------------|
| Agenda #                   | Meeting Date | Agenda #             | Meeting Date |
|                            |              |                      |              |
| Not required               | Not required | Not required         | Not required |
|                            |              | Not required         | Not required |
|                            |              | Not required         | Not required |
|                            |              | Not required         | Not required |
| <b>Town Board Approval</b> |              | <b>BOCC Approval</b> |              |
|                            |              | Not required         | Not required |

**Towns of Minden, Gardnerville, Genoa**

Note: Transfers are not reported to NV Dept of Taxation

**JE#** \_\_\_\_\_

**Date** \_\_\_\_\_

**By** \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS AGENDA ITEM  
COVER PAGE**

**MEETING DATE:** October 20, 2022

**TIME REQUIRED:**

**AGENDA:** CONSENT CALENDAR

**TITLE:**

For possible action. Discussion to approve the Douglas County Sheriff's Office (DCSO) purchase of two 400 horsepower Mercury outboard engines to replace the existing engines on DCSO vessel Marine 7 from Custom Boat and Marine in Reno, Nevada at a total cost of \$62,332.82. (Undersheriff Elges)

**RECOMMENDED MOTION:**

Approve DCSO's purchase of two 400 horsepower Mercury outboard engines from Custom Boat and Marine in Reno, Nevada, at a total cost of \$62,332.82., as presented.

**FINANCIAL IMPACT:**

This item will be paid out of the Douglas County Sheriff's Office adopted Fiscal Year 2022-23 Budget (101-219-564-700).

**BACKGROUND:**

Both engines on Marine 7 were deemed in need of severe repair due to age and use. The engines had approximately 2,500 hours on each of them which is near the engines' useful life. After speaking with Brian Porcari at the Douglas County Maintenance Shop, who confirmed with Custom Boat and Marine in Reno, Nevada, who services Marine 7 and is a certified Mercury engine repair shop, it was determined the cost to fix the current engines was more than \$41,000 and the life of the engine would be approximately three years approximately after repair. It was Custom Boat and Marine's recommendation, based on DCSO's expected use of Marine 7 and the cost of repair, to purchase new engines for extended use of more than 2,500 hours (approximately six years or more based on historical use). DCSO proposes to sole source purchase the engines from Custom Boat and Marine in Reno, Nevada without competitive bidding pursuant to NRS 332.115 (a) and (c) as Custom Boat and Marine has regularly serviced Marine 7 and is most familiar with the vessel design and requirements for the engine installation, they are a Mercury dealer (which is a required engine for Marine 7), and all other Mercury dealers would be a similar cost based on the specifications of the required engines. A copy of the quote for the engines and installation from Custom Boat and Marine is attached to the agenda item.

**ATTACHMENTS:**

[Quote Boat.pdf](#)

**Custom Boat & Marine, Inc.**

9300 South Virginia St.  
Reno, NV 89511  
(775) 852-4535

**Repair Estimate**

Pete Wolff Douglas County Sheriff  
1110 Airport Rd. Bldg H2  
Minden, NV 89423  
Phone1 (775) 783-6488  
Tax Permit No 88-6000031

Estimate No 79  
Date 9/17/22

Reg NcNV3652EX YR2015Make Titan Model 2800 PILOT Serial No  
Engine Mercury HP 300 Serial No 2B143361 STARBOARD Trailer 2B142614 Port

Problem No 1  
Problem Description

Replace both motors with new 400 Verado's  
Estimate includes core fees for both old motors  
- core fee will not be charged if old motors are picked up

\*\*\*Price of motors subject to change at anytime - no price lock\*\*\*

**Payable By Customer**

| <u>Part No</u>  | <u>Make</u> | <u>Description</u> | <u>Qty</u>     | <u>Price Each</u> | <u>Total</u>    |
|-----------------|-------------|--------------------|----------------|-------------------|-----------------|
| XXX             |             | 400 Verado XL GOV  | 1.00           | 29,008.54         | 29,008.54       |
| XXX             |             | 400 Verado CXL GOV | 1.00           | 29,417.07         | 29,417.07       |
| 892451T06       | MERC        | HARNES ASSY        | 2.00           | 149.54            | 299.08          |
| XXX             |             | Core Fee           | 2.00           | 500.00            | 1,000.00        |
| Parts Sub Total |             |                    |                |                   | 59,724.69       |
| <u>Code</u>     | <u>Tech</u> | <u>Description</u> | <u>Hrs/Qty</u> | <u>Rate</u>       | <u>Extended</u> |
| LABOR           | TIM         | R&R Twin Outboards | 19.50          | 125.00            | 2,437.50        |
| Labor Sub Total |             |                    |                |                   | 2,437.50        |

### Repair Estimate Summary

The above is an estimate based upon our inspection, and does not cover any additional parts or labor which may be subsequently discovered during the repair process. Occasionally, after repairs have commenced, damaged or broken parts are discovered which are not evident during the initial inspection. Prices on this estimate are good for thirty (30) days from the date of this estimate.

|                                |                  |
|--------------------------------|------------------|
| Parts Total                    | 59,724.69        |
| Labor Total                    | 2,437.50         |
| Shop Supplies                  | 170.63           |
| Sub Total                      | 62,332.82        |
| Sales Tax                      | 0.00             |
| Grand Total                    | 62,332.82        |
| Total Deductable               | 0.00             |
| Paid By Warranty               | 0.00             |
| Internal Paid By Dealer        | 0.00             |
| Price Adjustments              | 0.00             |
| Paid                           | 0.00             |
| <b>Balance Due By Customer</b> | <b>62,332.82</b> |

**BOARD OF COUNTY COMMISSIONERS AGENDA ITEM  
COVER PAGE**

**MEETING DATE:** October 20, 2022

**TIME REQUIRED:**

**AGENDA:** CONSENT CALENDAR

**TITLE:**

For possible action. Discussion to approve the hire of a Deputy Sheriff II candidate with extensive law enforcement experience at a starting pay of \$32.00 per hour. (Undersheriff Elges)

**RECOMMENDED MOTION:**

Approve the hire of a Deputy Sheriff II candidate with extensive experience at a starting pay of \$32.00 per hour.

**FINANCIAL IMPACT:**

This salary will come out of the Sheriff's Office Salaries.

**BACKGROUND:**

The candidate has more than 30 years of experience in law enforcement. The candidate has worked at several levels of law enforcement, starting as a Deputy Sheriff and finishing as a Commander (Captain Level). The candidate has extensive certifications and training which will be an asset for the Douglas County Sheriff Office (DCSO).

**ATTACHMENTS:**

**BOARD OF COUNTY COMMISSIONERS AGENDA ITEM  
COVER PAGE**

**MEETING DATE:** October 20, 2022

**TIME REQUIRED:**

**AGENDA:** CONSENT CALENDAR

**TITLE:**

For possible action. Discussion to approve the transfer of \$72,532 from the Restricted Use (DEA Forfeiture) Fund to the Sheriff's Vehicle Fund purchase and equip a 2022 Ford F-150 Truck to be assigned to the Douglas County Drug Enforcement Team and used in undercover drug operations. (Undersheriff Elges)

**RECOMMENDED MOTION:**

Approve the transfer of funds from the Restricted Use - DEA Forfeiture Fund to the Sheriff's Vehicle Fund in the amount of \$72,532 to purchase and equip a 2022 Ford F-150 Truck to be assigned to the Douglas County Drug Enforcement Team's Sergeant and used in undercover drug operations.

**FINANCIAL IMPACT:**

Funding is available in the Restricted Use, DEA Forfeiture 101-997-550.080, line item to be transferred to the Sheriff's Department budget of the General Fund, line item 101-219-564.700.

**BACKGROUND:**

The Douglas County Sheriff's Office (DCSO) requests authority to transfer funds from the Restricted Use DEA Forfeiture fund to pay the purchase and equipment cost of an undercover 2022 Ford F-150 Truck that will be used by the Douglas County Street Enforcement Team, DCSO's specialized narcotic drug team. The truck was originally approved by the Board for purchase as a part of DCSO's purchase of fleet vehicles on September 1, 2022. Now that the truck will be used for undercover drug operations, use of the DEA Forfeiture funds for the purchase and equipment of the truck is permissible, and DCSO would like to transfer the cost to purchase and equip the truck from the DEA Forfeiture budget line item (101-997-550.080) to the Sheriff Vehicle line item (101-219-564.700). A Finance Budget Transfer Form is attached.

**ATTACHMENTS:**

[Budget Transfer Form.pdf](#)

**Douglas County Finance Department**

**Budget Transfer Request Form**

**Request Date** 10/5/2022  
**Fiscal Year** FY 2022-23

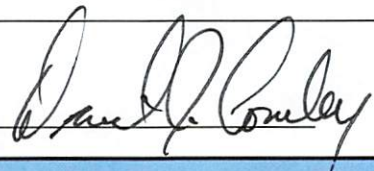
**Requested By** Keri Scheetz  
**Fund/Dept** 101-219

| Account Name        | GL Account #<br>xxx-xxx xxx.xxx format | Project* | Revenue Increase | Revenue Decrease | Expenditure Increase | Expenditure Decrease |
|---------------------|--|----------|------------------|------------------|----------------------|----------------------|
| 1 DEA Forfeitures   | 101-997-550.080                        |          |                  |                  | 72,532               |                      |
| 2 Sheriffs Vehicles | 101-219-564.700                        |          |                  |                  |                      | 72,532               |
| 3                   |  |          |                  |                  |                      |                      |
| 4                   |  |          |                  |                  |                      |                      |
| 5                   |  |          |                  |                  |                      |                      |
| 6                   |  |          |                  |                  |                      |                      |
| 7                   |  |          |                  |                  |                      |                      |
| 8                   |  |          |                  |                  |                      |                      |
| 9                   |  |          |                  |                  |                      |                      |
| 10                  |  |          |                  |                  |                      |                      |
| 11                  |  |          |                  |                  |                      |                      |
| 12                  |  |          |                  |                  |                      |                      |
| <b>Totals</b>       |  |          | -                | -                | 72,532               | 72,532               |
| <b>Net Change</b>   |  |          | -                | -                | 0                    | 0                    |

**Purpose** To move the budgetary funds from the Restricted Fund - DEA Forfeiture Account to the Sheriff's Vehicle fund to pay for the Undercover Truck purchased out of the FY22/23 budgeted fleet vehicle funds that will be used by the Douglas County Street Enforcement Team (DCSET) Sergeant.

\* A project number is required for all Grants and Capital Projects

**Department Head Name** Daniel Coverley

**Signature** 

**Finance Use Only**

**Douglas County**  
 From Salaries/Benefits Expense category (salary savings)  
 Modifying a Capital Projects budget  
 Within the same Expense Category, Department and Fund <=\$50,000  
 Within the same Expense Category, Department and Fund >\$50,000  
 Between Divisions of a Department (same Fund)  
 Between Expense Categories of a Division  
 Between funds (follow augment requirements)  
 From contingency or reserves (follow augment requirements)

| IRC Approval        |              | BOCC Approval |              |
|---------------------|--------------|---------------|--------------|
| Agenda #            | Meeting Date | Agenda #      | Meeting Date |
|                     |              |               |              |
| Not required        | Not required | Not required  | Not required |
|                     |              | Not required  | Not required |
|                     |              | Not required  | Not required |
|                     |              | Not required  | Not required |
| Town Board Approval |              | BOCC Approval |              |
|                     |              | Not required  | Not required |

**Towns of Minden, Gardnerville, Genoa**

Note: Transfers are not reported to NV Dept of Taxation

**JE#** \_\_\_\_\_ **Date** \_\_\_\_\_ **By** \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS AGENDA ITEM  
COVER PAGE**

**MEETING DATE:** October 20, 2022

**TIME REQUIRED:**

**AGENDA:** CONSENT CALENDAR

**TITLE:**

For possible action. Discussion to approve converting three (3) vacant part-time Deputy Constable positions to one full-time Deputy Sheriff position which will be assigned to the Courts Services Division. (Undersheriff Elges)

**RECOMMENDED MOTION:**

Approve converting three (3) vacant part-time Deputy Constable positions to one full-time Deputy Sheriff position which will be assigned to the Courts Services Division.

**FINANCIAL IMPACT:**

Douglas County Sheriff Office (DCSO) will be eliminating three (3) vacant part time Deputy Constable positions to create one full-time Deputy Sheriff position in the Courts Services Division (331). This will create sufficient funding for the creation of the one full-time position.

**BACKGROUND:**

On August 20, 2022, the Douglas County Sheriff was appointed the ex-officio Constable. The Sheriff wants to eliminate three (3) of the vacant part-time Deputy Constable positions to create one full-time Deputy Sheriff position. As of October 14, 2022, there were five (5) vacancies in the Constable's Office.

**ATTACHMENTS:**

**BOARD OF COUNTY COMMISSIONERS AGENDA ITEM  
COVER PAGE**

**MEETING DATE:** October 20, 2022

**TIME REQUIRED:**

**AGENDA:** CONSENT CALENDAR

**TITLE:**

For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through September 22, 2022, per Nevada Revised Statutes 251.030. (Terri Willoughby)

**RECOMMENDED MOTION:**

Accept the auditor's report on Douglas County's general ledger cash balances through September 22, 2022, as presented.

**FINANCIAL IMPACT:**

None

**BACKGROUND:**

Under their Nevada Revised Statutes 251.030 duties, County Comptrollers are required to report to the Board of County Commissioners, at each regular board meeting, the condition of each fund in the treasury. The attached Cash Report reflects the cash balances currently recorded in the County's general ledger, or official accounting record. Actual general ledger cash balances may differ from reported cash balances due to timing differences of general ledger entries.

**ATTACHMENTS:**

[Cash Report as of September 22, 2022.pdf](#)

Douglas County, Nevada  
Cash Report  
9/3/2022-9/22/2022

| Fund   | Description                               | Beginning Balance*<br>9/3/2022 | Total Debits<br>Increases | Total Credits<br>Decreases | Notes | Ending Balance<br>9/22/2022 |
|--|---|--------------------------------|---------------------------|----------------------------|-------|-----------------------------|
| 101  | General Fund                              | 29,923,835.04                  | 2,062,234.36              | 1,440,087.82               | 1     | \$ 30,545,981.58            |
| 101  | General Fund - RESTRICTED                 | 532,517.18                     | -                         | -                          |       | 532,517.18                  |
| 202  | NV Cooperative Extension                  | 721,674.96                     | 11,460.38                 | 2,952.09                   |       | 730,183.25                  |
| 208  | Cash Trust                                | 3,560,714.92                   | 6,570.93                  | 146,123.26                 |       | 3,421,162.59                |
| 211  | Solid Waste Mgmt.                         | 2,466,776.05                   | 53,166.67                 | 21,982.75                  |       | 2,497,959.97                |
| 212  | Landscape Maintenance Districts           | 9,272.05                       | 428.91                    | -                          |       | 9,700.96                    |
| 214  | St Mv Accident Indigent                   | -                              | 27.62                     | -                          |       | 27.62                       |
| 215  | Assistance To Indigents                   | 974,820.08                     | 60,383.59                 | -                          |       | 1,035,203.67                |
| 216  | Social Services                           | 2,823,293.49                   | 46,091.49                 | 60,406.84                  |       | 2,808,978.14                |
| 217  | One Nevada (Opioid Settlement)            | 414,584.50                     | -                         | -                          |       | 414,584.50                  |
| 218  | ARPA                                      | 9,183,496.02                   | -                         | 36,715.25                  |       | 9,146,780.77                |
| 220  | PALS Sales Tax Fund                       | -                              | -                         | -                          |       | -                           |
| 222  | Law Library                               | 41,394.91                      | -                         | 695.94                     |       | 40,698.97                   |
| 224  | Library - Unrestricted                    | 1,329,260.78                   | 3,805.42                  | 43,200.81                  |       | 1,289,865.39                |
| 232  | Road Operating                            | 3,290,731.19                   | 99,518.72                 | 60,485.06                  |       | 3,329,764.85                |
| 234  | Room Tax                                  | 7,418,190.85                   | 100,434.04                | 190,355.24                 |       | 7,328,269.65                |
| 235  | Library Gift Fund                         | 77,845.97                      | 2,854.00                  | 228.48                     |       | 80,471.49                   |
| 236  | Tahoe-Douglas Trans.Dist.                 | 3,440,161.33                   | -                         | 1,188.13                   |       | 3,438,973.20                |
| 240  | Justice Ct. Admin. Assess                 | 1,069,717.32                   | -                         | 414.06                     |       | 1,069,303.26                |
| 242  | China Spring Youth Camp                   | 1,065,293.95                   | 7,052.05                  | 97,830.88                  |       | 974,515.12                  |
| 244  | Western NV Regional Youth                 | -                              | 14.74                     | -                          |       | 14.74                       |
| 245  | Stormwater Management                     | 1,643,229.32                   | 2,955.26                  | 17,802.09                  |       | 1,628,382.49                |
| 246  | Flood Litigation Settlement Fund          | 1,056,792.02                   | -                         | 313.02                     |       | 1,056,479.00                |
| 255  | 911 Emergency Services                    | 2,952,352.71                   | 49,645.33                 | 45,446.91                  |       | 2,956,551.13                |
| 256  | 911 Surcharge                             | 747,146.14                     | 8,353.98                  | 2,106.35                   |       | 753,393.77                  |
| 260  | Senior Services Program                   | 1,038,243.45                   | 7,396.62                  | 61,602.15                  |       | 984,037.92                  |
| 309  | Risk Management                           | 6,308,805.12                   | 7,832.36                  | 21,333.88                  |       | 6,295,303.60                |
| 310  | Self Ins.Dental Insurance                 | 707,566.49                     | -                         | 16,067.96                  |       | 691,498.53                  |
| 313  | Motor Pool/Vehicle Maint                  | 849,663.78                     | 78.33                     | 54,426.15                  |       | 795,315.96                  |
| 324  | Regional Water Fund                       | 1,957,455.01                   | -                         | 389,015.15                 | 2     | 1,568,439.86                |
| 325  | Sewer Utility                             | 6,892,343.32                   | 243,843.54                | 40,644.88                  | 3     | 7,095,541.98                |
| 325  | Sewer Utility - RESTRICTED                | 200,819.75                     | -                         | -                          |       | 200,819.75                  |
| 328  | Douglas County Water Utility              | 15,054,749.09                  | 1,020,561.38              | 128,529.70                 | 4     | 15,946,780.77               |
| 328  | Douglas County Water Utility - RESTRICTED | 217,438.41                     | -                         | -                          |       | 217,438.41                  |
| 360  | Airport Enterprise Fund                   | 1,531,281.18                   | 76,236.84                 | 136,989.04                 |       | 1,470,528.98                |
| 360  | Airport Enterprise Fund - RESTRICTED      | 7,872.00                       | -                         | -                          |       | 7,872.00                    |
| 405  | Ad Val Capital Projects                   | 985,672.54                     | 52,215.79                 | -                          |       | 1,037,888.33                |
| 410  | County Construction                       | 1,670,552.43                   | 960.00                    | -                          |       | 1,671,512.43                |
| 420  | Park Resident.Const.Tax                   | 1,028,271.49                   | 28,000.00                 | 236.29                     |       | 1,056,035.20                |
| 430  | Regional Transportation                   | 15,173,140.81                  | 243,278.75                | 7,307.34                   | 5     | 15,409,112.22               |
| 440  | Capital Projects-Debt Financed            | -                              | -                         | -                          |       | -                           |
| 541  | Co Debt/Other Resources                   | 1,007,526.15                   | -                         | -                          |       | 1,007,526.15                |
| 600  | Dc Redevelopment Area 2-Admin.            | 842,236.65                     | 65,699.19                 | -                          |       | 907,935.84                  |
| 601  | Dc Redevel. Area 2-Cap. Projects          | 25,188.48                      | -                         | -                          |       | 25,188.48                   |
| 606  | Dc Redevel.-Cap.Projects                  | 2,538,440.52                   | -                         | -                          |       | 2,538,440.52                |
| 610  | Gardnerville Town                         | 916,180.15                     | 32,780.64                 | 49,492.77                  |       | 899,468.02                  |
| 611  | Gardnerville Health & San                 | 607,237.05                     | 66,209.83                 | 37,291.73                  |       | 636,155.15                  |
| 614  | G'ville Ad Val Cap Proj                   | 204,103.13                     | -                         | -                          |       | 204,103.13                  |
| 620  | Genoa Town                                | 410,939.42                     | 29,433.08                 | 41,783.12                  |       | 398,589.38                  |
| 622  | Genoa Ad Val Cap Projects                 | 60,935.09                      | -                         | -                          |       | 60,935.09                   |
| 624  | Genoa Construction Res                    | 40,064.04                      | -                         | -                          |       | 40,064.04                   |
| 630  | Minden Town                               | 987,863.34                     | 41,725.72                 | 31,796.93                  |       | 997,792.13                  |
| 631  | Minden Ad Val Cap Project                 | 84,582.61                      | -                         | -                          |       | 84,582.61                   |
| 635  | Minden Trash                              | 586,518.97                     | 28,040.92                 | 11,072.41                  |       | 603,487.48                  |
| 636  | Minden Cap.Equip./Constr.                 | 1,939,787.10                   | -                         | 1,351.90                   |       | 1,938,435.20                |
| 639  | Minden Wholesale Water Utility            | 5,320,502.78                   | 381,324.79                | 21,979.88                  | 6     | 5,679,847.69                |
| 640  | Minden Town Water                         | 8,434,077.35                   | 105,805.35                | 12,221.38                  |       | 8,527,661.32                |
| 850  | Employee Benefit Trust                    | (55,150.89)                    | -                         | 919,047.07                 | 7     | (974,197.96)                |
| Total Cash for County & Unincorporated Towns |   | 152,318,007.59                 | 4,946,420.62              | 4,150,524.71               |       | 153,113,903.50              |

| Fund                                  | Description              | Beginning Balance*<br>9/3/2022 | Total Debits<br>Increases | Total Credits<br>Decreases | Notes | Ending Balance<br>9/22/2022 |
|---------------------------------------|--------------------------|--------------------------------|---------------------------|----------------------------|-------|-----------------------------|
| 710                                   | School District          | 10,060,911.03                  | 827,595.19                | 10,028,119.95              |       | 860,386.27                  |
| 720                                   | School Dist. Debt        | 1,357,160.32                   | 106,157.69                | 1,353,013.88               |       | 110,304.13                  |
| 804                                   | Carson Water Sub         | 253,662.75                     | 20,255.10                 | 252,976.22                 |       | 20,941.63                   |
| 806                                   | Cave Rock                | 35,591.45                      | 5,715.86                  | 35,591.45                  |       | 5,715.86                    |
| 809                                   | EFFPD                    | 3,941,717.50                   | 313,453.89                | 3,930,371.75               |       | 324,799.64                  |
| 810                                   | Elk Point Sanitation     | 1,981.74                       | 99.97                     | 1,981.74                   |       | 99.97                       |
| 812                                   | Gardnerville Rancho Gid  | 379,041.30                     | 27,177.83                 | 378,608.37                 |       | 27,610.76                   |
| 813                                   | Genoa Lakes District     | 246,737.73                     | -                         | -                          |       | 246,737.73                  |
| 814                                   | Indian Hill              | 359,949.09                     | 24,814.91                 | 359,845.37                 |       | 24,918.63                   |
| 818                                   | Kingsbury GID            | 354,625.43                     | 24,158.81                 | 353,198.21                 |       | 25,586.03                   |
| 822                                   | Lakeridge                | 19,505.54                      | 1,780.75                  | 19,370.26                  |       | 1,916.03                    |
| 823                                   | Legal Services           | 4,445.09                       | 4.92                      | 30.00                      |       | 4,420.01                    |
| 824                                   | Logan Creek              | 30,478.98                      | 1,810.78                  | 30,478.98                  |       | 1,810.78                    |
| 826                                   | MGSD                     | 173,676.38                     | 12,432.47                 | 173,377.05                 |       | 12,731.80                   |
| 830                                   | Oliver Park              | 27,367.67                      | 2,934.01                  | 27,250.63                  |       | 3,051.05                    |
| 832                                   | Round Hill GID           | 74,219.97                      | 11,809.93                 | 73,665.00                  |       | 12,364.90                   |
| 834                                   | Sierra Estates           | 9,352.92                       | 603.00                    | 9,352.92                   |       | 603.00                      |
| 836                                   | Skyland                  | 29,279.27                      | 1,423.55                  | 29,279.27                  |       | 1,423.55                    |
| 838                                   | Tahoe Douglas Sanitation | 91,178.78                      | 7,312.03                  | 90,853.44                  |       | 7,637.37                    |
| 839                                   | Tahoe Douglas Fire       | 2,866,218.31                   | 227,171.44                | 2,856,728.76               |       | 236,660.99                  |
| 840                                   | Topaz Estates            | 77,968.48                      | 4,591.34                  | 76,581.95                  |       | 5,977.87                    |
| 842                                   | Zephyr Cove              | 9,244.09                       | 1,811.98                  | 9,244.09                   |       | 1,811.98                    |
| 844                                   | Zephyr Heights           | 42,081.66                      | 5,016.96                  | 41,926.74                  |       | 5,171.88                    |
| 846                                   | Zephyr Knolls            | 16,690.15                      | 868.29                    | 16,364.67                  |       | 1,193.77                    |
| 847                                   | EF Swim Pool Dist Oper   | 1,046,651.83                   | 80,443.67                 | 1,043,640.12               |       | 83,455.38                   |
| 855                                   | Inmate Commissary Fund   | 99,935.80                      | 3,100.75                  | 172.82                     |       | 102,863.73                  |
| 856                                   | Inmates Trust            | 13,872.67                      | -                         | -                          |       | 13,872.67                   |
| 865                                   | Unclaimed Monies         | 130,004.29                     | -                         | 88.82                      |       | 129,915.47                  |
| 885                                   | Mosquito District        | 257,543.63                     | 20,154.04                 | 256,832.19                 |       | 20,865.48                   |
| 890                                   | State Of Nevada          | 3,563,196.77                   | 369,080.92                | 43,525.86                  |       | 3,888,751.83                |
| 892                                   | Department Of Wildlife   | 6,335.56                       | -                         | -                          |       | 6,335.56                    |
| 894                                   | Range Improvements       | -                              | -                         | -                          |       | -                           |
| 896                                   | Refund Of Taxes          | -                              | -                         | -                          |       | -                           |
| Total Cash for Agency and Trust Funds |                          | 25,580,626.18                  | 2,101,780.08              | 21,492,470.51              |       | 6,189,935.75                |
| Total Cash                            |                          | \$ 177,898,633.77              | \$ 7,048,200.70           | \$ 25,642,995.22           |       | \$ 159,303,839.25           |

**Notes**

- |   |                                |   |
|---|--------------------------------|---|
| 1 | General Fund                   | Revenue collections / payroll, accounts payable |
| 2 | Regional Water Fund            | Accounts payable                                |
| 3 | Sewer Utility                  | Revenue collections                             |
| 4 | Douglas County Water Utility   | Revenue collections                             |
| 5 | Regional Transportation        | Revenue collections                             |
| 6 | Minden Wholesale Water Utility | Revenue collections                             |
| 7 | Employee Benefit Trust         | Benefit payments                                |
- Ending balance is negative due to timing differences

\* Difference in beginning balance of this report and ending balance of prior report is due to past-dated journal entries being posted after the prior cash report was prepared

**BOARD OF COUNTY COMMISSIONERS AGENDA ITEM  
COVER PAGE**

**MEETING DATE:** October 20, 2022

**TIME REQUIRED:**

**AGENDA:** CONSENT CALENDAR

**TITLE:**

For possible action. Discussion to approve a contract with Baker Tilly to complete a classification and compensation study, in an amount not to exceed \$110,000 as budgeted, and authorize the County Manager to execute any required documents. (Wendy Lang)

**RECOMMENDED MOTION:**

Approve a contract with Baker Tilly to complete a classification and compensation study as presented and authorize the County Manager to execute any required documents.

**FINANCIAL IMPACT:**

\$100,000 in funding for the classification and compensation study was previously approved by the Board of County Commissioners as a supplemental request and was included in the Fiscal Year 2023 budget in the Human Resources budget of the General Fund (101-194 521.100). However, the County recently was awarded \$409,223.70 from the U.S. Treasury Local Assistance and Tribal Consistency Fund (LATCF), and since this expenditure is an eligible use of those funds, staff is recommending substituting the LATCF funds for the previously approved General Fund budget. Due to the comprehensive procurement process developed by the Human Resources Director and followed by the review team, this contract meets all requirements for federal procurement.

**BACKGROUND:**

In setting the budget for Fiscal Year 2022-23, the Board of County Commissioners approved a budget of \$100,000 for the completion of a classification and compensation study of positions within Douglas County. This was approved following a staff report and recommendations based upon current market conditions (see attached Human Capital Assessment). A competitive solicitation yielded multiple proposals which have been reviewed by staff. The most thorough and qualified proposal was submitted by Baker Tilly at a cost of \$153,000 which was subsequently negotiated to \$90,300. Travel or potential additional work, as outlined in the attached proposed agreement, are not included in the \$90,300 cost and are not anticipated to exceed \$110,000.

As noted in the financial impact section, staff is recommending the use of LATCF grant funding instead of General Fund revenues since this is a one-time expenditure, and meets the federal procurement guidelines.

Baker Tilly is a large firm with the experience, knowledge, and resources to conduct a thorough analysis of classification and compensation of Douglas County's positions. Identified project staff have extensive experience in public sector compensation and leadership. The proposal from Baker Tilly includes:

- Meetings with leadership and employees to communicate input and expectations required in order to produce accurate classification descriptions which in turn establish accurate comparison to market compensation data.
- Objective review of classifications, title and job evaluation, and analysis of accurate designations under the Fair Labor Standards Act (FLSA).
- Independent review of pay plan structure and compensation policies with recommendations, as well as tools for future classification analysis and placement in pay plans as positions are created or changed over time.
- Accurate position classification placement in pay plan with consideration of internal and external factors.
- Comparison of data to comparable positions in other agencies, which includes analysis of comparable positions based on functions and qualifications rather than just job title to ensure an accurate match.
- Presentation of final reports and recommendations, including proposed implementation scenarios with costing.

Employees, leaders, and Human Resources staff will be heavily involved in gathering, reviewing, and finalizing information regarding the function of each position in order to establish accurate classifications. Baker Tilly's experience and objectivity will provide an equitable classification and compensation system which yields competent, expeditious, courteous, and cost-effective services.

**ATTACHMENTS:**

[Human Capital Assessment Presentation.pdf](#)

[Exhibit A - Proposal.pdf](#)

# Recruitment, Retention, and Compensation Outlook & Recommendations

Prepared by:

Jenifer Davidson, Assistant County Manager

Wendy Lang, Director of Human Resources

Terri Willoughby, Chief Financial Officer

DOUGLAS COUNTY, NV

March 2022



**Purpose: To provide the Board with critical information and recommendations to make informed decisions during Labor Negotiations and the 2022-23 Fiscal Year Budget Cycle.**

## **Overview:**

- History of Compensation in Douglas County Since 2015
- National and Regional Trends in Compensation
- Updated Market Compensation Data
- Turnover, Retention, & Recruitment
- Operational Challenges
- Recommendations
- Fiscal Impact



# Importance

## Organizational Sustainability

- Attract and retain high-quality public servants
- Investing in County staff and building talent from within

## Financial Stability

- Integral to the budgeting process
- Evaluated annually: strategic planning and goal setting



**DOUGLAS COUNTY**  
FY18-22 STRATEGIC PLAN

# History of Compensation Since 2015

**July 2015-** Pontifex Study, 2-year implementation

- Merits partially returned (4%)
- 1% lump sum one-time payment

**July 2016-** 1.5% increase in pay on anniversary

**July 2017-** Merit revised 0-3%, COLA 0-2% approved each yr for 5 yrs

**July 2019-** PERS 1.25% cost split, .625% decrease

**July 2021-** PERS .5% cost split, .25% decrease



# Pay Plan Adjustments for Douglas County

**Table 1, Summary of Pay Plan Adjustments Since 2015**

| <b>Fiscal Year</b> | <b>Douglas Approved COLA</b> | <b>Douglas PERS Adjustments</b> | <b>Douglas County Pay Plan Adjustments</b> | <b>Carson City Pay Plan Adjustments</b> | <b>Lyon County Pay Plan Adjustments</b> |
|--------------------|------------------------------|---------------------------------|--|---|---|
| 22/23              | 2                            | 0                               | 2  | 2                                       | 4                                       |
| 21/22              | 2                            | -0.25                           | 1.75                                       | 2.75                                    | 2                                       |
| 20/21              | 2                            | 0                               | 2  | 1.75                                    | 2                                       |
| 19/20              | 2                            | 0                               | 2  | 1.75                                    | 2                                       |
| 18/19              | 2                            | -0.625                          | 1.375                                      | 1.75                                    | 1.5                                     |
| 17/18              | 2                            | 0                               | 2  | 1.75                                    | 1                                       |
| 16/17              | 0                            | 0                               | 0  | 1.75                                    | 0                                       |
| 15/16              | 0                            | 0                               | 0  | 0                                       | 0                                       |
| <b>Total</b>       | <b>12</b>                    | <b>-0.875</b>                   | <b>11.125</b>                              | <b>13.5</b>                             | <b>12.5</b>                             |

# Pay Plan Adjustments for Douglas County Compared to Carson City & Lyon County

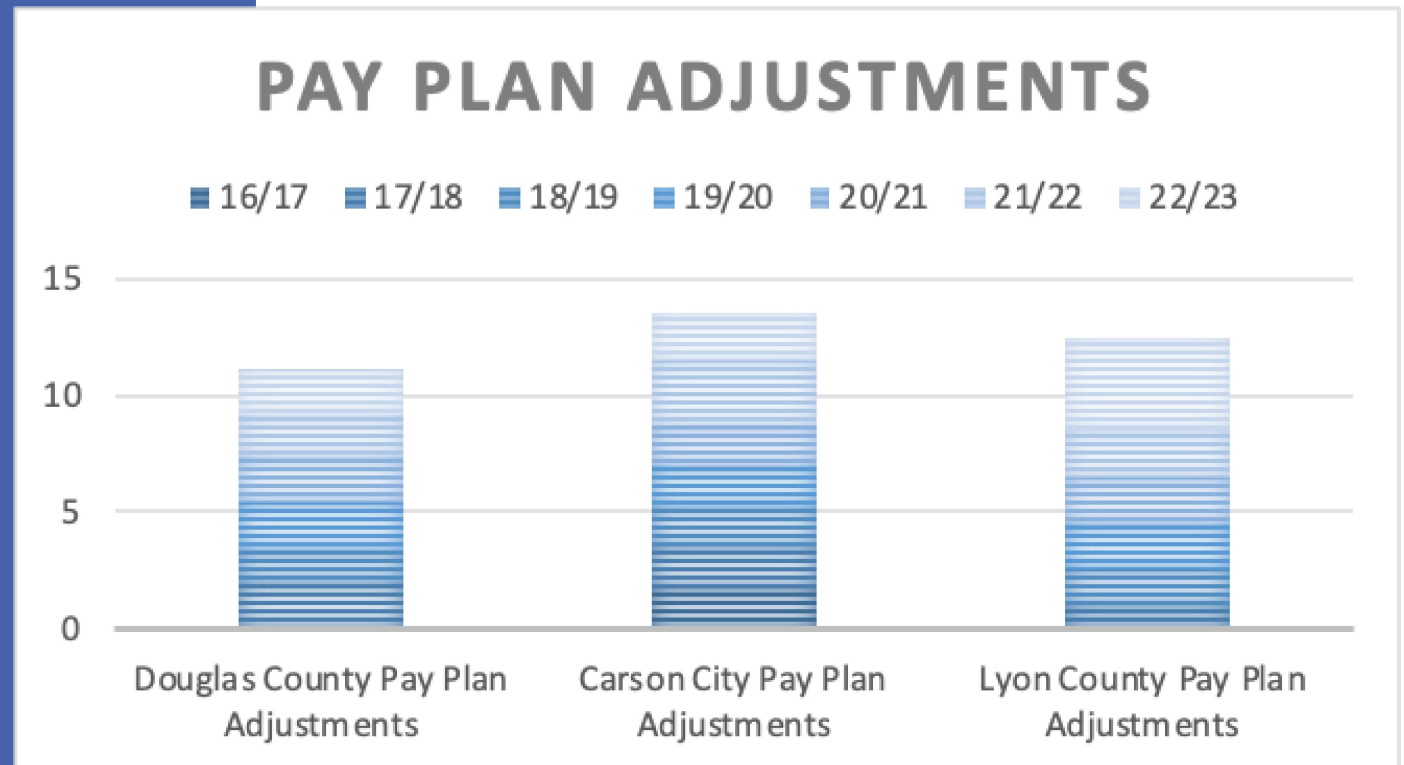
Douglas County- 11.125%

Carson City- 13.5%

Covers the cost of PERS increases up to 1.5%.

Lyon County- 12.5%

Covers the cost of PERS increases.



# National and Regional Trends in Compensation

Table 2a, Employer Cost of Employee Compensation for the Private Sector



U.S. BUREAU OF LABOR STATISTICS

The “Employer Costs for Employee Compensation” survey is produced by the Bureau of Labor Statistics of the U.S. Department of Labor to show employer’s average hourly costs for compensation and its components.

| <i>Private Sector Employers</i>   | <i>Cost Compensation 2014</i> | <i>Cost Compensation 2021</i> | <i>% Increase</i> |
|-----------------------------------|-------------------------------|-------------------------------|-------------------|
| <b>All Private Employers</b>      | <b>\$19.41</b>                | <b>\$26.36</b>                | <b>36%</b>        |
| - Professionals                   | \$32.16                       | \$39.94                       | 24%               |
| - Office & Administrative Support | \$15.65                       | \$19.87                       | 27%               |
| - Service Occupations             | \$10.32                       | \$14.44                       | 40%               |

Table 2b, Employer Cost of Employee Compensation for State and Local Government

| <i>State &amp; Local Government Employers</i>     | <i>Cost Compensation 2014</i> | <i>Cost Compensation 2021</i> | <i>% Increase</i> |
|---|-------------------------------|-------------------------------|-------------------|
| <b>All State &amp; Local Government Employers</b> | <b>\$21.98</b>                | <b>\$33.76</b>                | <b>54%</b>        |
| - Professionals                                   | \$33.96                       | \$40.93                       | 21%               |
| - Office & Administrative Support                 | \$16.54                       | \$21.78                       | 32%               |
| - Service Occupations                             | \$10.81                       | \$23.10                       | 114%              |

# National Trends in Compensation

## Bureau of Labor Statistics Report (January 2022)

- Wage pressure is driving increases in compensation in the private sector not seen since 2001. Service positions in particular impacted.
- Fourth quarter employment costs (ECI) rose 4 % for private sector.
- Public sector employment costs increased 2.6% in the same period.
- These costs can be mostly attributed to increases in wages.
- Both public and private sector "real earnings" losing ground to inflation.
- Public sector is not keeping up with private sector in speed of recruitments



U.S. BUREAU OF LABOR STATISTICS

# Northern Nevada Trends in Compensation

## Northern Nevada Business Weekly (July 2021)

"Market Faces 'Tremendous Wage Pressure'" particularly in the private sector

- 25,000 job openings, 9,000 on unemployment (Reno-Sparks area)
- 28% increase in competitive job postings in Reno Market
- 8% increase in median salary

## State Minimum Wage (2019 Legislative Cycle)

- Min wage in private employment will increase by 26%, to \$12 per hour w/out benefits and \$11 per hour with benefits, by July 1, 2024.
- \$0.75 annual incremental increases to the rate began July 1, 2021 and are currently \$9.75 and \$8.75 per hour, respectively.
- Douglas County is now competing with wages below or close to the mandatory minimums set for private sector employers.



# Updated Market Compensation Data

**Table 3a, Overall Percentage Difference in Rates of Compensation for Douglas County vs. Northern Nevada Public Sector Employer Survey Participants**

| County as a Percent of Northern Nevada Public Sector - Minimum | County as a Percent of Northern Nevada Public Sector - Midpoint | County as a Percent of Northern Nevada Public Sector - Maximum |
|--|---|--|
| -15%   | -9%   | -5%  |

**Table 3b, Percentage Difference at the Minimum, Midpoint, and Maximum Salary Range Rate for Douglas County vs. Northern Nevada Public Sector Employer Survey Participants**

| PAY GRADE                | HOURLY MIN | HOURLY MID | HOURLY MAX |
|--------------------------|------------|------------|------------|
| Administrative/Unskilled | -20%       | -15%       | -12%       |
| Senior Leadership        | -18%       | -13%       | -10%       |
| Juvenile Justice         | -17%       | -8%        | -3%        |
| Legal                    | -4%        | 1%         | 3%         |
| Managers                 | -25%       | -20%       | -17%       |
| Professionals            | -11%       | -4%        | -1%        |
| Public Safety            | -18%       | -9%        | -4%        |
| Supervisors              | -10%       | -4%        | -1%        |
| Technicians              | -13%       | -6%        | -2%        |

## Northern Nevada Area Public Sector Employer Survey Participants

Carson City  
 Churchill County  
 Lyon County – including Western Nevada Regional Youth Center  
 City of Reno  
 City of Sparks  
 Washoe County



# Updated Market Compensation Data for Northern Nevada Region, January 2022

**Table 4, Hourly Rate Difference at the Minimum, Midpoint, and Maximum Salary Range Rate for Douglas County vs. Northern Nevada Public Sector Employers, Sample Pay Grades**

| PAY GRADE                                 | Douglas County |         |         | Market Average |         |         | County as % of Market |      |      |
|---|----------------|---------|---------|----------------|---------|---------|-----------------------|------|------|
|   | MIN            | MID     | MAX     | MIN            | MID     | MAX     | MIN                   | MID  | MAX  |
| A2 i.e. Recreation Leader                 | \$14.31        | \$17.89 | \$21.47 | \$17.58        | \$20.95 | \$24.38 | -23%                  | -17% | -14% |
| A4 i.e. Emergency Communications          | \$19.49        | \$24.36 | \$29.22 | \$21.13        | \$25.37 | \$29.70 | -8%                   | -4%  | -2%  |
| PS2 i.e. Deputy Sheriff II                | \$22.87        | \$28.58 | \$34.31 | \$26.85        | \$31.69 | \$36.90 | -17%                  | -11% | -8%  |
| T3 i.e. Utility Systems Technician Senior | \$24.47        | \$30.58 | \$36.70 | \$27.10        | \$31.61 | \$36.19 | -11%                  | -3%  | 1%   |
| P2 i.e. Accountant Senior                 | \$27.37        | \$34.21 | \$41.07 | \$31.32        | \$36.73 | \$42.36 | -14%                  | -7%  | -3%  |
| M2 i.e. IT Manager, County Engineer       | \$38.26        | \$47.83 | \$57.39 | \$41.16        | \$48.52 | \$56.10 | -8%                   | -1%  | 2%   |
| D2 i.e. Chief Financial Officer           | \$45.97        | \$57.47 | \$68.97 | \$56.39        | \$67.97 | \$79.80 | -23%                  | -18% | -16% |



# Updated Market Compensation Data

**Table 5a, Overall Percentage Difference in Rates of Compensation for Douglas County vs. Lyon County and Carson City**

| County compared to Lyon County & Carson City - Minimum | County compared to Lyon County & Carson City - Midpoint | County compared to Lyon County & Carson City - Maximum |
|--|---|--|
| -3%  | -1%   | -0%  |

**Table 5b, Percentage Difference at the Minimum, Midpoint, and Maximum Salary Range Rate for Douglas County vs. Lyon County and Carson City**

| PAY GRADE                | HOURLY MIN | HOURLY MID | HOURLY MAX |
|--------------------------|------------|------------|------------|
| Administrative/Unskilled | -16%       | -19%       | -21%       |
| Senior Leadership        | 0%         | -2%        | -3%        |
| Juvenile Justice         | 11%        | 15%        | 16%        |
| Legal                    | 9%         | 12%        | 14%        |
| Managers                 | -1%        | 0%         | 0%         |
| Professionals            | -2%        | 1%         | 2%         |
| Public Safety            | -8%        | -2%        | 2%         |
| Supervisors              | 4%         | 5%         | 5%         |
| Technicians              | 1%         | 2%         | 3%         |



# Updated Market Compensation Data for Lyon County and Carson City, January 2022

Table 6, Hourly Rate Difference at the Minimum, Midpoint, and Maximum Salary Range Rate for Douglas County vs. Lyon County and Carson City, Sample Pay Grades

| PAY GRADE                                 | Douglas County |         |         | Carson/Lyon Average |         |         | County as % of Market |      |      |
|---|----------------|---------|---------|---------------------|---------|---------|-----------------------|------|------|
|   | MIN            | MID     | MAX     | MIN                 | MID     | MAX     | MIN                   | MID  | MAX  |
| A2 i.e. Recreation Leader                 | \$14.31        | \$17.89 | \$21.47 | \$16.07             | \$20.48 | \$24.89 | -12%                  | -14% | -16% |
| A4 i.e. Emergency Communications          | \$19.49        | \$24.36 | \$29.22 | \$18.88             | \$23.79 | \$28.76 | 3%                    | 2%   | 2%   |
| PS2 i.e. Deputy Sheriff II                | \$22.87        | \$28.58 | \$34.31 | \$26.06             | \$30.20 | \$34.48 | -14%                  | -6%  | 0%   |
| T3 i.e. Utility Systems Technician Senior | \$24.47        | \$30.58 | \$36.70 | \$23.83             | \$27.70 | \$31.56 | 3%                    | 9%   | 14%  |
| P2 i.e. Accountant Senior                 | \$27.37        | \$34.21 | \$41.07 | \$29.01             | \$35.25 | \$41.67 | -6%                   | -3%  | -1%  |
| M2 i.e. IT Manager, County Engineer       | \$38.26        | \$47.83 | \$57.39 | \$36.01             | \$43.50 | \$50.99 | 6%                    | 9%   | 11%  |
| D2 i.e. Chief Financial Officer           | \$45.97        | \$57.47 | \$68.97 | \$47.89             | \$60.89 | \$74.04 | -4%                   | -6%  | -7%  |



# Competitiveness of Douglas County Rates of Compensation vs. Region as of January 2022

**By July 1, 2022** Douglas County's rates of compensation overall will average:

- Minimum rates of pay: **5-15% below the public sector market**
- Midpoint rates of pay: **3-9% below the public sector market**
- Maximum rates of pay: **2-5% below the public sector market**



# Turnover/Recruitment in Douglas County

**Table 7, New Hires by Fiscal Year Compared to Separations and Applications Received**

| FISCAL YEAR | NEW HIRES | INVOLUNTARY TERMINATIONS | VOLUNTARY TERMINATIONS | NET CHANGE | APPLICATIONS RECEIVED |
|-------------|-----------|--------------------------|------------------------|------------|-----------------------|
| 2021-2022*  | 45        | 7                        | 58                     | -20        | 1,048                 |
| 2020-2021   | 76        | 13                       | 86                     | -23        | 2,663                 |
| 2019-2020   | 90        | 19                       | 84                     | -13        | 2,548                 |
| 2018-2019   | 104       | 26                       | 95                     | -17        | 3,900                 |
| 2017-2018   | 112       | 38                       | 115                    | 18+        | 3,584                 |
| 2016-2017   | 110       | 19                       | 51                     | 10+        | 4,295                 |
| 2015-2016   | 40        | No Data                  | No Data                | No Data    | 3,401                 |

\*2021-2022 only includes data through December 31, 2021.

The voluntary departure of employees remains constant between 17-22% of the workforce annually, while the average number of job applications per recruitment dropped 28% in the same time period.

**Overall the hiring of new positions is not keeping pace with the rate of separations.**



# Attrition Rate by Employee Group

**Table 8, Attrition Rate by Employee Group 2019-2021**

| Position Type     | 2017 | 2018 | 2019 | 2020 | 2021 |
|-------------------|------|------|------|------|------|
| Senior Leadership | 11%  | 18%  | 11%  | 22%  | 19%  |
| Management        | 7%   | 15%  | 4%   | 8%   | 4%   |
| DCSPA             | 10%  | 5%   | 3%   | 6%   | 7%   |
| Staff – Full Time | 14%  | 18%  | 12%  | 12%  | 22%  |
| Staff – Part Time | 41%  | 58%  | 45%  | 53%  | 41%  |
| Total             | 17%  | 22%  | 15%  | 18%  | 19%  |

Entry level staff positions experience high levels of separations annually, with 22% turnover in 2021. Turnover in Sr. Leadership positions is trending at higher percentages since 2019 with attrition rates increasing from 11% in 2019, to 22% in 2020 and 19% in 2021.

Turnover for hourly sworn officers of the Sheriff (DCSPA) is up from 3% in 2019 to 7% in 2021, and turnover in full-time staff positions has increased significantly since 2019 from 12% to 22%.



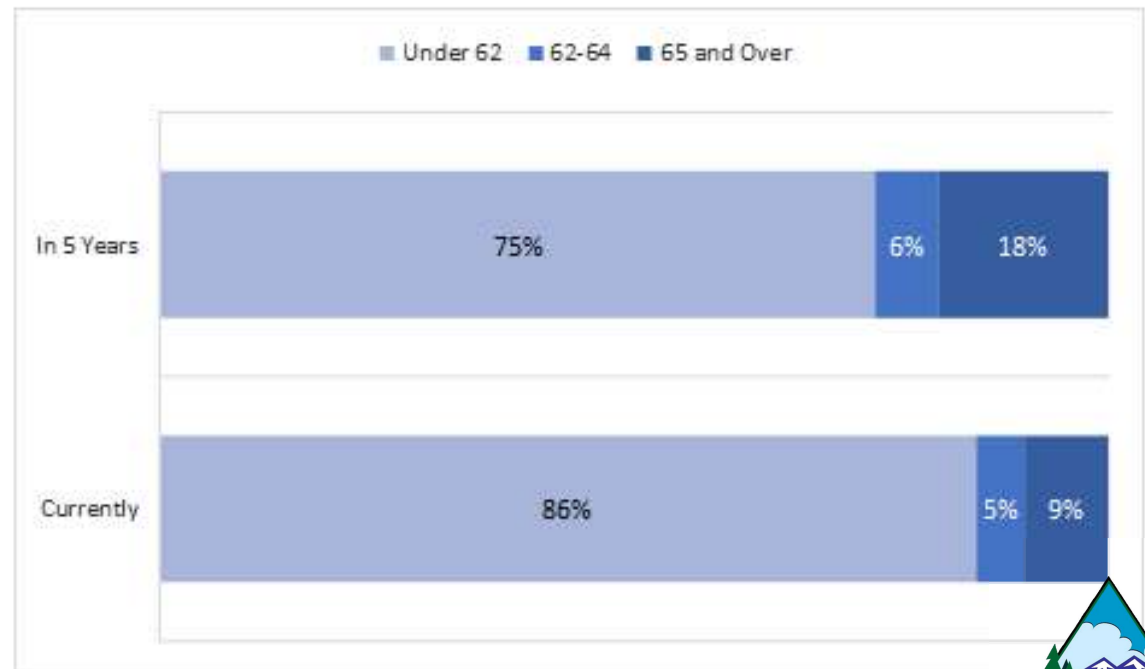
# Age Distribution of Douglas County Employees

The number of employees currently eligible for retirement increased to **52** from 26 employees in 2019.

**134** employees will be eligible in five years.

**In five years, 25% of the organization will be age 62 and over, with 18% over the age of 65.**

Figure 2, Age Distribution by Percentage of County Employees



# Operational Challenges by Department

## Community Services

- Lost revenue opportunities
- Reductions in service levels
- Reduction inefficiencies
- Deferred maintenance on infrastructure

## District Attorney

"Despite labor shortage across the region, Douglas County is at the greatest disadvantage due to our wages."

## Clerk-Treasurer

Significant reduction in applicant volume. Applicants demand starting \$2-\$7 above County rates.

Judicial Services  
Consistently hires 10% above the minimum.

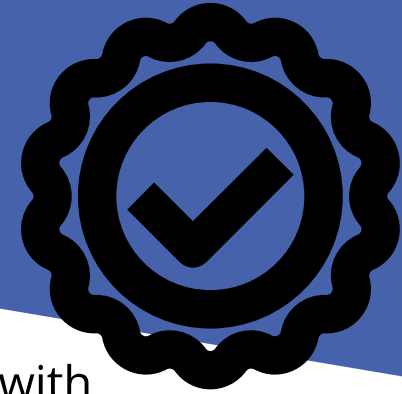
## Sheriff

- Filling vacancies is nearly impossible.
- Staffing shortages have led to fewer deputies on the streets serving the citizens.

"We need to pay all County employees as well as we can in order to realize benefits from retention, recruitment, and morale among the workforce"

Emergency Communications  
40% vacancy in positions





# Recommendations

The County's rates of compensation established in 2015 are not keeping up with compensation in the region for the public sector.

- **Move up the timeline of the planned 2% COLA from July 2022 to April 2, 2022**
- **Adopt a minimum of a one-time 7% market adjustment of the pay and ranges for all employees effective July 2022**
- **Utilize an independent consultant to conduct a compensation and classification study in Fiscal Year 2022-23 to review position classifications, pay grades, compensation philosophy, and evaluate the market for verification that no further adjustments to salaries are needed. (Estimated cost is \$100,000)**

# Estimated Fiscal Impact

- The proposed one-time 7% market adjustment is approximately \$3.6 million (\$2.3 m from GF).
- Funding is available in Fiscal Year 2022-23
  - Increased revenues (Property Tax, C-Tax, and Room Tax)
  - Prioritization of General Fund transfers out to other funds that are no longer needed
- An annual review of compensation is a necessary component of the budget process

**This recommendation is fiscally feasible and necessary to maintain fiscal stability.**



| Douglas County-Estimated cost of 7% Salary Adjustment |                    |
|---|--------------------|
| Estimated Salary Budget-FY 2022-23                    | \$38,576,155       |
| 7% Salary Adjustment                                  | \$2,700,331        |
| PERS Cost-Regular                                     | 623,00             |
| PERS Cost-Safety                                      | 265,432            |
| Tax Cost-Medicare                                     | 39,155             |
| Tax Cost-SUTA   | 13,502             |
| <b>Total Cost of 7% Adjustment</b>                    | <b>\$3,642,299</b> |

## 1. Title page



September 16, 2022

# Douglas County, Nevada

Proposal to provide a classification and compensation study

**Jada Kent, Practice Leader | Senior Manager**

**Baker Tilly US, LLP**

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**Baker Tilly is responsive, interactive and produces the results they say they will. We are very pleased with the services they provide and consider Baker Tilly a leader among accounting and advisory firms.**

*Controller*



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### 3. Signed transmittal

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 bakertilly.com

September 16, 2022

Ms. Wendy Lang, Human Resource Director  
 Douglas County  
 1594 Esmeralda Avenue  
 Minden, NV 89423

Dear Ms. Lang:

This proposal marks the beginning of a valuable relationship we plan to build with Douglas County. Based on what we have learned from you in your request for proposal (RFP) process, we are confident we are the right fit to serve you with forward-thinking human capital services so you can keep your focus where it belongs: serving your citizens. Our proposal meets your RFP requirements and describes our unique proposition to enhance and protect value while meeting your key objectives:

Baker Tilly is one of the largest independent public sector advisory firms in the United States. For more than 60 years we have collaborated with entities large and small on a variety of initiatives including classification and compensation studies, organizational improvement projects, strategic planning, internal audit, executive recruitment and more!

Benefits of working with Baker Tilly include:

|  |   |  |  |
|--|---|--|--|
| <p><b>The right firm</b></p> <p>The County will benefit from our best-of-both worlds solution that pairs the technical qualifications, technology tools, and expansive resources of a large firm with the responsive serves, personalized attention and proactive communication of a smaller firm.</p> | <p><b>The right experience</b></p> <p>Our firm is structured around industry-specialized practice groups, allowing us to provide focused training and continuing education to our team members. Our understanding of your industry, paired with targeted experience, will help you achieve your project objectives.</p> | <p><b>The right team</b></p> <p>Your proposed engagement team includes technical and industry-specialized team members who understand the requirements, challenges, and opportunities in conducting a classification and compensation study.</p> | <p><b>The right approach</b></p> <p>You will receive a tailored approach designed to meet your compensation philosophy and business needs. Our understanding of state and federal regulations <u>and</u> best practices allow us to provide you with high-quality compensation results that are fair and defensible.</p> |
|--|---|--|--|

#### Understanding your needs to help achieve your objectives

Douglas County is located 15 minutes south of Nevada’s state capital, Reno. The County currently employs 530 full time employees and 270 part time employees in 258 classifications. The County seeks an independent consultant to conduct a full compensation and classification study to review position classifications, pay grades, compensation philosophy and evaluate the market for verification that no further adjustments to salaries are needed. The County’s goal for the study is to continue to attract and retain high-quality public servants dedicated to providing exceptional service and building community confidence and to ensure the County’s compensation philosophy is aligned with the organization’s strategic objectives.

The following table details our understanding of what we heard and how we plan to address your needs in a valuable way.

| THE RESULTS DOUGLAS COUNTY IS LOOKING FOR | HOW WE WILL DELIVER   |
|---|---|
| <b>Internal equity</b>                    | <ul style="list-style-type: none"> <li>We will review all positions to ensure position titles adequately reflect the nature and level of work performed and provide recommendations for adjustments, as necessary.</li> <li>We will conduct SAFE job evaluations, which measure all jobs against nine compensable factors and results in a hierarchy reflective of your organization's internal equity.</li> </ul>  |
| <b>External competitiveness</b>           | <ul style="list-style-type: none"> <li>We will collaborate with your organization to identify competitive and comparative peer organizations and collect base pay information for benchmark positions.</li> <li>After conducting quality control assessments on the data, we will present the results to the project team to discuss the organization's desired position within the market.</li> </ul>  |
| <b>Job descriptions</b>                   | <ul style="list-style-type: none"> <li>We can establish new job description drafts using employee submitted information about the work currently performed in their position. Drafts will be prepared on an approved template with the County's preferred formatting.</li> <li>Alternatively, we can update the County's current job descriptions based on position changes as a result of the study. This includes updates to titles, FLSA designations, education, experience, supervision, working conditions and physical demands.</li> </ul>                 |
| <b>Pay Structure</b>                      | <ul style="list-style-type: none"> <li>We will build a new pay structure that meets the County's compensation philosophy and business goals</li> <li>We will assign positions to the new pay structure with consideration to internal equity and external competitiveness. The relationship will be tested with a regression analysis to identify outliers.</li> <li>We will calculate the cost of three different scenarios for implementing the new classification and compensation system to provide the County with multiple options for adoption.</li> </ul> |
| <b>Final Report + Communication</b>       | <ul style="list-style-type: none"> <li>We will provide a final report documenting the project methodology, findings and our recommendations. A presentation of the results can be conducted for elected officials, senior leadership, and/or employees</li> <li>After delivering all project documentation, we will provide training to the County's HR team to administer and maintain the new classification and compensation system going forward. This includes the use of our SAFE job evaluation process.</li> </ul>  |

**YOU RECEIVE MANY BENEFITS BY CHOOSING TO WORK WITH BAKER TILLY**

*We understand your needs and will meet your objectives with our ability to offer valuable resources, experience and solutions.*

Project contacts and locations

Table with 2 columns: AUTHORIZED REPRESENTATIVE and ENGAGEMENT TEAM LEADER. Rows include contact information for Kate Crowley and Jada Kent.

Meeting deadlines and budget

Our team has the ability and availability to complete this project for Douglas County on time and on budget. We use a dynamic scheduling tool that ensures your project is staffed with the proper personnel.

- Dedicated teams with clearly defined roles and responsibilities. Staff scheduling tools and resources. Project management software.

With professionals dedicated specifically to providing compensation consulting services to our public sector clients, your proposed team can cost-effectively access the breadth and depth of skills you need to meet your objectives.

We are confident that, based on our existing schedules, commitments to clients and absolute adherence to our internal standards of service delivery, quality, integrity, efficiency, responsiveness and results, the proposed project director will be available to begin your classification and compensation study within 2 of receiving an official notice to proceed.

As your Value Architects™, we are determined to support you in achieving your mission to conduct a thorough analysis of the County’s existing classifications and compensation plan.

Sincerely,

Baker Tilly US, LLP

[Handwritten signature of Kate Crowley]
Kate Crowley, Principal

[Handwritten signature of Jada Kent]
Jada Kent, CCP, Practice Leader | Senior Manager

---

## 4. Detailed proposal

*Baker Tilly is uniquely positioned to assist Douglas County in reviewing and establishing an equitable, competitive classification and compensation system that supports your mission of competent, expeditious, courteous and cost-effective services.*

### Our proposed solution to achieve Douglas County's objectives

Baker Tilly possesses the requisite knowledge, skills and experience to provide the County with a tailored solution that will meet the County's classification and compensation goals. To facilitate an effective comparison between Baker Tilly's proposal and that of other respondents, we have outlined below key project phases, inclusive of deliverables.

#### 1. Project initiation

- a. Planning meeting with County's project team, timeline established
- b. County information request and review
- c. Leadership and employee communication meetings
- d. Position Analysis Questionnaire (PAQ) distributed and collected
- e. Employee interviews and focus groups, if necessary

#### 2. Classification review

- a. Title review and recommendations
- b. SAFE job evaluation
- c. Review and finalize internal equity with City's project team
- d. FLSA review - if included
- e. Job descriptions developed or existing JDs updated – if included

#### 3. Market Assessment

- a. Public peer organizations and benchmark positions identified
- b. Custom market survey distributed to collect information
- c. Quality assurance review of market results
- d. Review and discuss the City's desired position in the market
- e. Benefits results compiled; comparison prepared – if included

#### 4. Pay Plan Development, Implementation

- a. Pay structure(s) developed, grade assignments established
- b. Review and finalize results with City's project team
- c. Implementation costing scenarios calculated
- d. Pay policy review, compensation philosophy developed – if included

#### 5. Final report

- a. Final report developed
- b. Final presentations conducted
- c. Training with HR staff
- d. Delivery of all project documentation

## 5. Contents of the proposal

*Our extensive expertise, human capital consulting experience and collaborative approach positions Baker Tilly as an exceptional firm to serve your human capital needs.*

### a. Nevada Business License

Baker Tilly is registered to do business in the State of Nevada

Nevada Business Identification # NV20141705974

Expiration Date: 11/30/2022

### b. Independence

Baker Tilly has no existing relationships that currently or prospectively may give rise to conflicts of interest and disqualification as governed by the codes or rules of professional responsibility and conduct.

### c. Firm qualifications and experience

#### Offering our resources: Baker Tilly at a glance

We dedicate ourselves to delivering efficiency, quality, creativity, innovation and forward-thinking solutions. We are passionate about enhancing and protecting our clients' value, which is a collective effort by everyone across our firm. The County will receive an exceptional experience. Below are some key facts about our firm.



**10th**

largest accounting  
and advisory firm  
in the U.S.



**400+**

projects  
since 2012



**60+**

office locations  
across the U.S.



**250+**

workplace and  
culture awards

#### COMPREHENSIVE EXPERIENCE TO SERVE YOU

*Douglas County will receive support and guidance from a respected firm that continues to grow — as evidenced by INSIDE Public Accounting naming Baker Tilly as the 10th largest accounting firm in the United States on their 2022 IPA Top 100 list.*

#### Celebrating more than 90 years serving our valued clients

As a future-looking firm, we celebrate more than 90 years in the marketplace by honoring our roots and continuing to shape our future. We embrace the fact that business can't stand still — and we won't stand still. As we help our clients identify new needs and opportunities, we innovate and change to work better.



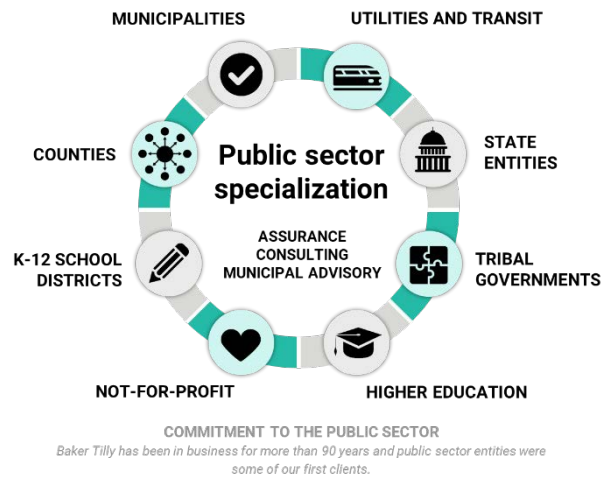
Our roots took hold in 1931 in Waterloo, Wisconsin, where we began as a public accounting firm specializing in canning factory audits. Since that time, we have grown with more than 40 different business combinations, each with its own rich history, expanding our presence coast to coast and globally and expanding our scope across industries, services and areas of expertise. One thing has not changed over time: **our shared passion for enhancing and protecting our clients' value.**

As we reimagine our lasting impact, we remain grounded in our timeless core values. Through dedication, creativity and adaptability, Baker Tilly will become more connected to our clients, our people, our communities and our profession.

### Public sector specialization

**Baker Tilly has served local governments since our establishment 91 years ago. We are one of the few professional services firms with a state and local government practice dedicated entirely to serving public sector clients.**

Unlike many of our contemporaries, **Baker Tilly is organized by industry, not service line.** What does this mean for Douglas County? It means you will be served by a carefully selected team that blends our government-focused professionals with experienced specialists in compensation projects. The County will be collaborating with knowledgeable professionals who understand the specific challenges you face and provide innovative solutions to help you overcome them.



State and local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other industries. Recognizing this complexity and eagerness to serve as a true **Value Architect™** to the public sector, Baker Tilly formalized its dedicated public sector specialization more than 60 years ago.

**More than 420 Baker Tilly professionals — including nearly 40 partners and principals — focus directly on serving state and local governments,** providing hundreds of thousands of client service hours annually to the public sector. Nationwide, **our practice serves more than 3,100 state and local government entities,** including cities, counties, municipalities, school districts, public utilities and transit organizations. Your engagement team is ready to help you find solutions to the obstacles that stand between you and your goals.

### Standing on our values

Our core values infuse our culture and drive the way we plan to work with Douglas County. They are what we believe and what we expect from each other. They guide our decisions, inspire our actions and gauge how we do business. They are shorthand for what we stand for — and what we stand against. Our core values are fundamental and timeless and come to life through our own experiences and personal expression. Our core values are highlighted below.

## 5. CONTENTS OF THE PROPOSAL

|   |  |  |  |  |
|---|--|--|--|--|
|  <p><b>BELONGING</b></p> <p>We foster a deep level of mutual respect where each one of us feels seen, heard, valued and connected. We commit to a diverse and inclusive workplace upheld by fairness, compassion and equality.</p> |  <p><b>COLLABORATION</b></p> <p>We are at our best when we work together. We build on our collective strength to achieve more than we can as individuals.</p> |  <p><b>INTEGRITY</b></p> <p>We do the right thing, for the right reason, every day. Honesty, trust and keeping our promises are paramount to our success.</p> |  <p><b>PASSION</b></p> <p>We put forth our best effort every day for the benefit of our people, clients and firm. There is a sense of urgency and relentless energy in everything we do. We love our profession and take great pride in it.</p> |  <p><b>STEWARDSHIP</b></p> <p>We invest for the future with the intention of leaving everything better. We strive to make a positive difference and leave a proud legacy.</p> |
|---|--|--|--|--|

### SHARED CULTURES, VALUES, PHILOSOPHIES AND GOALS

*Douglas County and Baker Tilly have a strong cultural fit, and our commonalities will lay the foundation for trust, open communication, a seamless project approach and an enduring relationship.*

For additional information on Baker Tilly’s prioritization of Diversity, Inclusion and Belonging for Success (DIBS), please see **Appendix A**.

### Providing exceptional service year round

Client trust and satisfaction are the foundation for any service relationship. We will work hard to gain your trust through meaningful conversations, responsiveness and forward-thinking services that solve your most pressing issues. Below is how we deliver on our commitment to exceptional service.

|  |  |   |   |  |
|--|--|---|---|--|
|  <p>Identify your service expectations and what you value</p> |  <p>Co-develop a client service plan tailored to your needs</p> |  <p>Communicate proactively and collaborate year round</p> |  <p>Open the door for continuous feedback and improvement activities</p> |  <p>Initiate client satisfaction programs</p> |
|--|--|---|---|--|

### PILLARS OF OUR EXCEPTIONAL SERVICE APPROACH

*Relationships are the foundation of our firm. We will work hard to build a genuine relationship with Douglas County.*

As evidence of our ability to deliver exceptional service, Baker Tilly received a 73 Net Promotor Score (NPS) score for fiscal year 2021. The 2021 Accounting Industry NPS Benchmark for U.S.-based firms is only 38 according to [ClearlyRated](#). **This places Baker Tilly as a leading firm in delivering client satisfaction.**

### Sample report of most recent classification and compensation analysis

A copy of a report of its most recent classification and compensation analysis is provided in **Appendix B**.

## d. Partner, supervisory and staff qualifications and experience




### Aligning key engagement team members with your goals

Douglas County will collaborate with a consistent team of Value Architects™ who understand your organization and can add value from day one. The combination of your engagement team’s human capital experience and service knowledge translates into tangible results for the County.

Your handpicked team of professionals offers a collaborative focus supported by the breadth and depth of our firm’s national resources. We believe in strong personal relationships, and this means a personal interest in Douglas County from some of our most experienced team members. Engagement team members are introduced below, and complete resumes are available in **Appendix C**.

Your proposed project team includes experienced professionals who:

- Provide a range of expertise to cover the range of service requirements
- Provide input from a geographic, industry and subject matter standpoint
- Provide a national perspective of experience and institutional knowledge to achieve your objectives
- Represent the commitment to take personal and professional responsibility for your project

| INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR DOUGLAS COUNTY                           |  |
|---|--|
| Engagement Leadership   |  |
|  | <p><b>Kate Crowley – Managing Principal</b></p> <p>4807 Innovate Lane, Madison, WI 53718<br/>                     +1 (608) 240 6718   <a href="mailto:kate.crowley@bakertilly.com">kate.crowley@bakertilly.com</a></p> <p>Kate leads Baker Tilly’s public sector advisory practice and has spent her career serving local governments. She oversees a diverse and talented team of organizational workforce, economic development and process improvement consultants. Kate will provide general project oversight on Odessa’s compensation and organizational design study and ensure your satisfaction with our services and deliverables.</p>   |
|  | <p><b>Jada Kent, CCP, Senior Manager — PROJECT DIRECTOR</b></p> <p>2500 Dallas Parkway, Suite 300, Plano, TX 75093<br/>                     +1 (972) 748 0514   <a href="mailto:jada.kent@bakertilly.com">jada.kent@bakertilly.com</a></p> <p>Jada is a senior manager with Baker Tilly’s public sector advisory practice and has a background in human capital consulting, including classification and compensation, organizational assessments and executive recruitment. Jada serves as the practice leader over the compensation consulting team and has been with the firm since 2015. She earned a Master of Public Administration from the University of Texas at Dallas, is a member of the North Texas Compensation Association (NTCA) and is a Certified Compensation Professional (CCP).</p> |
|  | <p><b>Brenda Turner, CCP, Manager — PROJECT MANAGER</b></p> <p>2500 Dallas Parkway, Suite 300, Plano, TX 75093<br/>                     +1 (972) 748 0522;   <a href="mailto:brenda.turner@bakertilly.com">brenda.turner@bakertilly.com</a></p> <p>Brenda is a human capital manager with a background serving in compensation and human resources. Prior to joining Baker Tilly, Brenda served most recently as the senior director of global compensation for a global technology company. She has also served in varying compensation, finance and accounting roles in the hospitality, travel and technology industries. Brenda is a CCP through World at Work and is also a member of</p>   |

**INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR DOUGLAS COUNTY**

the Society for Human Resource Management (SHRM). She earned a Master of Business Administration from the University of Texas.

**Engagement Consultants**



**David Eisenlohr, Managing Director**

2500 Dallas Parkway, Suite 300, Plano, TX 75093  
 +1 (972) 748 0514 | [david.eisenlohr@bakertilly.com](mailto:david.eisenlohr@bakertilly.com)

David has actively supported state and local government performance improvement initiatives for more than 35 years, first as an operational manager and then as a highly regarded management consultant. An insightful analyst and skilled facilitator, David works closely with senior leadership teams and governing bodies in both the public and not-for-profit sectors to help them develop strategic clarity, establish priorities, improve organizational performance and streamline business processes and technologies.



**Anne Lewis, Practice Leader | Director**

8219 Leesburg Pike, Suite 800, Tysons, VA 22182  
 +1 (703) 923 8214 | [anne.lewis@bakertilly.com](mailto:anne.lewis@bakertilly.com)

Anne leads Baker Tilly’s public sector executive recruitment team. Prior to joining Baker Tilly, Anne served as an assistant county administrator for a Virginia county, a deputy city manager and an assistant city manager for two Virginia cities. Over the last 17 years, her experience in local government has also included positions as an emergency management deputy director, public information officer, human resources manager, parking authority executive director, housing director, transit director and convention & visitors bureau executive director. She also has had responsibility for parks, recreation and community services, information technology, animal services, general services and legislative programs. She specializes in providing executive recruitment services to local governments and nonprofits. Anne holds a Master of Science as well as a Bachelor of Science from Shenandoah University.



**Edward Williams, Ph.D., Director**

2500 Dallas Parkway, Suite 300, Plano, TX 75093  
 +1 (214) 842 6478 | [edward.williams@bakertilly.com](mailto:edward.williams@bakertilly.com)

Edward has more than 20 years of collective experience in human resources and organizational development at various levels and across various disciplines including state and municipal government, community and educational institutions. His areas of expertise include human development, process improvement, workforce planning, executive recruiting, strategic planning, management and leadership development, classification, compensation, benefits administration, performance management, employee recognition, employee wellness and benefits administration. He has served as director of human resources and organizational development for the City of Missouri City, deputy personnel director, State of Missouri and training and performance consultant for the Metropolitan Community Colleges Business and Technology Center in Kansas City, Missouri. Edward holds a Ph.D. in educational leadership and policy analysis from the University of Missouri, an Educational Specialist degree in higher educational administration, Master of Higher Education Administration, and a Bachelor’s in education from the University of Missouri. He is bilingual and proficient in Spanish.

**INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR DOUGLAS COUNTY**

**Engagement support**



**Laura Linehan, Senior Consultant**

30 East Seventh St, Suite 3025, St. Paul MN 55101  
 +1 (651) 223 3004 | [laura.linehan@bakertilly.com](mailto:laura.linehan@bakertilly.com)

Laura is a Senior Consultant with a background in local government and human resources management. With 10 years of progressive experience in local government, she has worked for counties and municipalities in Minnesota and Illinois. Most recently, she served as the Assistant Administrator/Director of Human Resources for a northern Illinois municipality where she managed a number of areas, including human resources, communications, parks and recreation, and special projects. Laura has a Master of Public Administration from Northern Illinois University and is a certified Professional in Human Resources (PHR).



**Diana Muriithi, Senior Consultant**

2500 Dallas Parkway, Suite 300, Plano, TX 75093  
 +1 (972) 748 0174 | [diana.muriithi@bakertilly.com](mailto:diana.muriithi@bakertilly.com)

Diana is a senior consultant with a background in not-for-profit and local government organizations. Prior to joining Baker Tilly, Diana served most recently as the senior budget analyst for a North Dallas city. She served in various accounting, finance/budget and compensation roles. Diana has a Master of Public Administration from the University of Texas at Dallas and currently completing course work towards a CCP certification.



**Samuel Oviedo, Analyst**

2500 Dallas Parkway, Suite 300, Plano, TX 75093  
 +1 (972) 748 0361 | [samuel.oviedo@bakertilly.com](mailto:samuel.oviedo@bakertilly.com)

Samuel is an analyst with a background in marketing, journalist and local government support. Prior to joining Baker Tilly, Samuel served as an outreach specialist, administrative assistant, and human resources assistant within the Planning, Code Compliance, and Parks & Recreation departments for the City of Dallas. Additionally, Samuel has served as a Marketing Manager responsible for developing and maintain media content. Samuel has a bachelor's in journalism from the University of North Texas.



**Thomas Patton, Analyst**

4601 DTC Boulevard, Suite 810, Denver, CO 80237  
 +1 (651) 223 3033 | [thomas.patton@bakertilly.com](mailto:thomas.patton@bakertilly.com)

Thomas is an analyst with a background in human resources management and human resources development. He assists the team with data collection and job description writing. His focus is coordinating the data collection process and ensuring the team gathers quality information for the success of the project. In addition, he assists the team by crafting high-quality job descriptions that accurately reflect the essence of the position being analyzed. Prior to Thomas's current role, he supported the team as an administrative assistant. Thomas earned a Bachelor of Science in human resources development from the University of Minnesota — Twin Cities.



**Lexi Scholten, Senior Consultant**

225 S Sixth Street, Suite 2300, Minneapolis, MN 55402  
 +1 (612) 876-4573 | [lexi.scholten@bakertilly.com](mailto:lexi.scholten@bakertilly.com)

Lexi is a senior consultant whose background consists of municipality and county experience. She has more than six years' experience in Minnesota local government administration and human resources management. Prior to joining Baker Tilly, she

**INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR DOUGLAS COUNTY**

severed as the central services/human resources director for a county in southern Minnesota. Her focus areas and core functions included administering, developing, and implementing all county personnel functions, acting as delegated authority for union contract relations, and coordinating all compensation functions. Lexi earned a Bachelor of Science degree in management with a focus in human resources from Minnesota State University, Mankato.



**Sarah Towne, Senior Consultant**

8626 N Himes Avenue, Tampa, FL 33614  
 +1 (813) 252 1433 | [sarah.towne@bakertilly.com](mailto:sarah.towne@bakertilly.com)

Sarah is a senior consultant with a background in higher education, local government, and human resources management. Prior to joining Baker Tilly, Sarah served as an adjunct faculty and course coordinator for the online MPA program at the University of North Carolina’s School of Government. She is a member of the Southeastern Conference for Public Administration and served on the board of the Section for Personnel Administration and Labor Relations (SPALR) for the American Society of Public Administration (ASPA). She earned a Master of Public Administration and graduate certificate in Women’s Studies from Appalachian State University.

**DOUGLAS COUNTY WILL RECEIVE TANGIBLE RESULTS WITH BAKER TILLY**

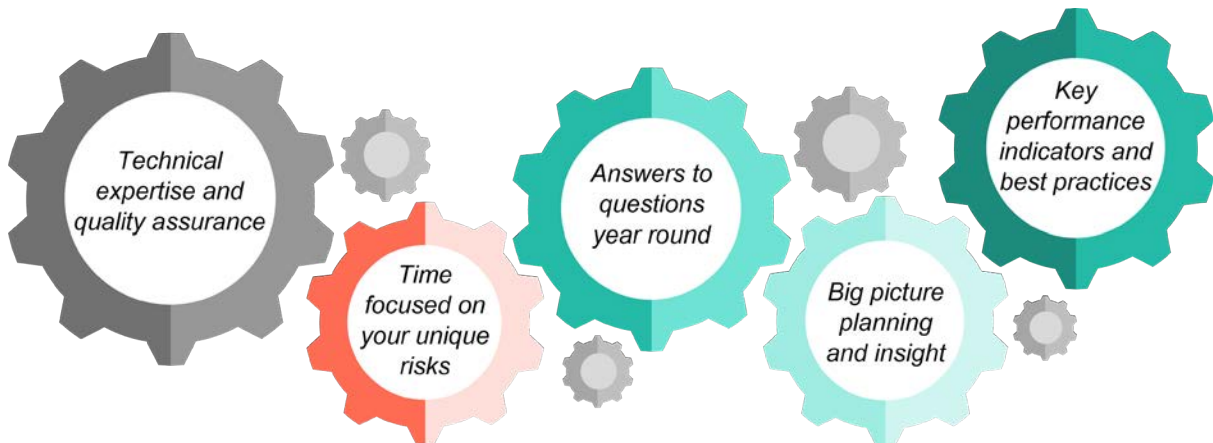
*All engagement team members are committed to Douglas County’s success. Their industry experience and service expertise translate into tangible results for the County.*

**Building trust and maximizing value with significant involvement**

Douglas County will benefit from our unique approach to staffing, which emphasizes significant engagement team member involvement throughout the entire engagement process. You can expect to have an open line of communication with and access to your senior team leaders throughout your project. This promotes an efficient, effective service engagement.

We will be responsive to your needs, quickly resolve challenges and build trust. You can expect to receive technical insights and an approach customized to your unique structure, culture, timing and strategic goals.

The graphic below details how we will build trust and maximize value with the County.



**COLLABORATING WITH YOU AS YOUR TRUSTED VALUE ARCHITECT™**

*Your engagement team will be deeply involved in the engagement to give them an in-depth working knowledge of your organization and processes to deliver value throughout the engagement.*

**Cultivating an engaging culture to offer a consistent team**

You can expect to see the same engagement team members every year and avoid the time and cost commitments of onboarding a new team. We view our commitment to staff continuity as the cornerstone of building a lasting relationship with Douglas County.



**EMPHASIZING OUR CULTURE**  
*What makes our firm special? The emphasis we put on our culture. We take care of our people so we can take care of our clients.*

Exceptional professionals thrive at Baker Tilly because we cultivate an engaging culture through diversity and inclusion, work-life balance, continuous learning opportunities, career advancement and employee recognition. As a result, **we had our lowest firm turnover in a decade during fiscal year 2021**. We invite you to click on the video to the right to learn more about Baker Tilly's unique culture.

**EVIDENCE OF OUR TEAM MEMBER-FOCUSED CULTURE AND COMMITMENT TO EXCELLENCE**

|  |  |  |
|--|--|--|
| <p>Ranked as the <b>10th largest accounting and advisory firm in the U.S.</b> according to INSIDE Public Accounting's 2022 Top 500 Firms list</p>    | <p>Recognized as <b>one of America's Best Large Employers</b> in 2021 and 2022 by Forbes</p>   | <p>Received <b>250+ culture awards and workplace recognitions</b> firmwide</p>      <p>CENTRAL PENN BUSINESS JOURNAL<br/>LEHIGH VALLEY BUSINESS<br/><b>BEST PLACES to work in PA 2020</b></p> <p>PHILADELPHIA BUSINESS JOURNAL<br/><b>B P t W</b><br/>2022 BEST PLACES TO WORK</p> <p>BUSINESSNEWS<br/><b>Best Places to Work</b></p> <p>METROPOLITAN DETROIT'S <b>BEST AND BRIGHTEST COMPANIES TO WORK FOR</b></p> <p>FORTUNE<br/><b>BEST WORKPLACES IN NEW YORK 2020</b></p> <p>FORTUNE<br/><b>BEST WORKPLACES FOR INDEPENDENT 2022</b></p> <p>TOP WORK PLACES 2020 journal sentinel</p> |
| <p>Ranked as a <b>top 10 accounting and advisory firm for workplace prestige and quality</b> on Vault Accounting's Accounting 50 list; <b>culture</b> is the number one reason that team members join our ranks and stay at our firm</p>  | <p>For the seventh year in a row, Baker Tilly has been certified as a <b>Great Place to Work®</b></p>   |  |

**CULTIVATING AN ENGAGING CULTURE**

*Our commitment to attracting and retaining a top-quality workforce benefits the County through engaged team members and staff continuity.*

**e. Similar engagements with other government entities and references**

**Demonstrating successful relationships with similar clients**

We are always happy to provide references because it is important for you to talk with the organizations we serve. Our similar client base equals experience-derived insights for Douglas County.

We encourage you to connect with the clients below to learn more about the value of their relationship with Baker Tilly. Each client will offer a unique perspective as you consider your own needs.

| VICTORIA COUNTY, TEXAS |   |              |  |
|------------------------|---|--------------|--|
| <b>Name</b>            | Giani Cantu   | <b>Title</b> | Chief of Staff   |
| <b>Phone</b>           | +1 (361) 582 5871   | <b>Email</b> | <a href="mailto:rgcantu@vctx.org">rgcantu@vctx.org</a> |
| <b>Dates</b>           | 2022 – present  | <b>Hours</b> | Approx 780 hours                                       |
| <b>Services</b>        | The County has approximately 582 employees in 195 titles. The project is a comprehensive classification and compensation review, benefits comparison, FLSA assessment, pay policy review, and new job descriptions. |              |  |

| GUADALUPE COUNTY, TEXAS |   |              |  |
|-------------------------|---|--------------|--|
| <b>Name</b>             | Honorable Kyle Kutscher   | <b>Title</b> | County Judge   |
| <b>Phone</b>            | +1 (830) 303 8867   | <b>Email</b> | <a href="mailto:Kyle.Kutscher@co.guadalupe.tx.us">Kyle.Kutscher@co.guadalupe.tx.us</a> |
| <b>Dates</b>            | 2022 – present  | <b>Hours</b> | Approx 730 hours   |
| <b>Services</b>         | The County has approximately 900 employees in 360 titles. The project is a comprehensive classification and compensation review, benefits comparison, FLSA assessment, and pay policy review. |              |  |

| SAGINAW COUNTY, MICHIGAN |   |              |  |
|--------------------------|---|--------------|--|
| <b>Name</b>              | Jennifer Broadfoot  | <b>Title</b> | Personnel Director   |
| <b>Phone</b>             | +1 (989) 790-5507   | <b>Email</b> | <a href="mailto:jbroadfoot@saginawcounty.com">jbroadfoot@saginawcounty.com</a> |
| <b>Dates</b>             | 2019-2021   | <b>Hours</b> | Approx 710 hours   |
| <b>Services</b>          | The County has approximately 368 employees in 150 job titles. The project included a comprehensive classification and compensation review, benefits comparison, and new job descriptions. |              |  |

| CHISAGO COUNTY, MINNESOTA |   |              |  |
|---------------------------|---|--------------|--|
| <b>Name</b>               | Chase Burnham   | <b>Title</b> | County Administrator   |
| <b>Phone</b>              | +1 (651) 213 8877   | <b>Email</b> | <a href="mailto:Chase.Burnham@chisagocountymn.gov">Chase.Burnham@chisagocountymn.gov</a> |
| <b>Dates</b>              | 2021-present  | <b>Hours</b> | Approx 515 hours   |
| <b>Services</b>           | The County has approximately 366 employees in 170 job titles. The project included a comprehensive classification and compensation review, benefits comparison, and update to job descriptions. |              |  |

| POTTAWATTAMIE COUNTY, IOWA |   |              |  |
|----------------------------|---|--------------|--|
| <b>Name</b>                | Jana Lemrick  | <b>Title</b> | Human Resources Director   |
| <b>Phone</b>               | +1 (712) 328 4777   | <b>Email</b> | <a href="mailto:Jana.lemrick@pottcounty-ia.gov">Jana.lemrick@pottcounty-ia.gov</a> |
| <b>Dates</b>               | 2019-2021   | <b>Hours</b> | Approx. 480 hours  |
| <b>Services</b>            | The County has approximately 500 employees in 210 job titles. The project included a comprehensive classification and compensation review, benefits, comparison, development of 3 pay plans across collective bargaining groups, new job descriptions, and development of a formal compensation philosophy. |              |  |

**PROVIDING VALUABLE PERSPECTIVES FROM CURRENT CLIENTS**

*At Baker Tilly, relationships matter. Our Value Architects™ have a record of successfully enhancing and protecting similar clients' value — resulting in experience-based insights for Douglas County.*

**Similar client experience**

Your proposed engagement team has conducted hundreds of similar studies nationwide, resulting in successful implementations in governments, large and small.

We focus our knowledge, skills and expertise on the public sector and have partnered with organizations all over the country to provide compensation related services.

**430+ projects completed**

Our engagement team has conducted more than 400 successful compensation projects since 2012.

- **Our SAFE job evaluation system is a fair, consistent, defensible and objective methodology for comparing position characteristics.** In today’s environment, organizations need to know that their methods are proven and sound. SAFE gives you a tested methodology that distinguishes the value of your positions using nine compensable factors.
- **With Baker Tilly, you do not just get a study; you get a customized system.** When we perform a study for our clients, we train them to utilize and maintain it going forward. When we leave, you will have a completed study **and** a classification system to grow with you into the future. As positions evolve, new positions are created, and market conditions change, your human resources staff will be able to make the appropriate adjustments using the SAFE job evaluation system.
- **We know that a good study rests on quality data.** Our recommendations are data-based and our process follows best practices guidelines in the collection and analysis of that data. In working with public sector organizations, we know that the results we submit to you may become public record. Which means, our reputation stands on the quality of those results and the validity of our recommendations. Which is why we have quality assurance protocols in place to safeguard the quality of our data.
- **We will assign Certified Compensation Professionals to analyze your market data and build your new pay structures.** Our team understands that compensation analysis is both an art and science. We have a strong cadre of trained, experienced professionals working together to ensure appropriate and competitive pay structures are presented for consideration.

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### Listing our relevant experience

Following is a sample of organizations for whom Baker Tilly has provided classification and compensation services over the last few years. We realize the list is lengthy, but so is our experience in working with organizations very similar to and very different from yours. We hope you will trust that our length and depth of experience means we've seen and solved our share of challenges and can assist you and your organization through this study and any challenges you may also be facing.

#### SAMPLE OF SIMILAR PROJECTS: 2017 – PRESENT (39,000+ population)

| Year    | Client                             | State | Project                      | Pop. Served |
|---------|------------------------------------|-------|------------------------------|-------------|
| Current | Bexar County                       | TX    | Comp & perf management study | 1,990,000   |
| Current | Chisago County                     | MN    | Class & comp study           | 53,916      |
| Current | Clark County                       | WA    | Class & comp study           | 481,950     |
| Current | Fort Wayne                         | IN    | Class & comp study           | 263,886     |
| Current | Guadalupe County                   | TX    | Class & comp study           | 163,030     |
| Current | Harrisonburg                       | VA    | Class & comp study           | 51,814      |
| Current | Janesville                         | WI    | Pay & class study            | 65,616      |
| Current | Montgomery County                  | TX    | Comp study                   | 607,391     |
| Current | North Las Vegas                    | NV    | Class & comp study           | 247,248     |
| Current | Pueblo Board of Water Works        | CO    | Market study                 | 112,000     |
| Current | Racine                             | WI    | Benefits & comp study        | 77,081      |
| Current | Roswell                            | NM    | Pay & class study            | 47,941      |
| Current | Victoria County                    | TX    | Class & comp study           | 92,035      |
| 2022    | Abilene                            | TX    | Class & comp study           | 124,156     |
| 2022    | Apex                               | NC    | Class, comp & org study      | 51,370      |
| 2022    | Appleton                           | WI    | Class & comp study           | 75,644      |
| 2022    | Bellingham                         | WA    | E-team class & comp study    | 89,045      |
| 2022    | Duplin County                      | NC    | Comp study                   | 58,967      |
| 2022    | Evanston                           | IL    | Pay & classification         | 78,110      |
| 2022    | Isanti County                      | MN    | Class & comp study           | 40,596      |
| 2022    | Port Arthur                        | TX    | Class & comp study           | 55,109      |
| 2022    | Sherburne County                   | MN    | Compensation study           | 97,238      |
| 2022    | Vigo County                        | IN    | Class & comp study           | 107,038     |
| 2022    | Virgin Islands Water & Power Auth  | US VI | Class, comp & org study      | 106,290     |
| 2021    | Bellingham/Whatcom Co Housing Auth | WA    | Pay equity study             | 224,538     |
| 2020    | Jackson                            | MS    | Comp study                   | 164,422     |
| 2019    | Bellingham                         | WA    | Comp market study            | 89,045      |
| 2019    | Council Bluffs                     | IA    | Class & comp study           | 62,316      |
| 2019    | Dallas Housing Authority           | TX    | Comp study                   | 1,339,000   |
| 2019    | Gastonia                           | NC    | Class & comp study           | 75,536      |
| 2019    | Iowa League of Cities, Des Moines  | IA    | Comp study                   | 3,146,000   |
| 2019    | King County Housing Authority      | WA    | HR management consulting     | 2,225,000   |
| 2019    | Pittsylvania County                | VA    | Comp study                   | 62,426      |

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### SAMPLE OF SIMILAR PROJECTS: 2017 – PRESENT (39,000+ population)

| Year | Client                                | State | Project                               | Pop. Served |
|------|---------------------------------------|-------|---------------------------------------|-------------|
| 2019 | Pottawattamie County                  | IA    | Class & comp study                    | 93,386      |
| 2019 | Saginaw County                        | MI    | Class & comp phase II                 | 195,012     |
| 2019 | Saginaw County                        | MI    | Class & comp phase III                | 195,012     |
| 2019 | Tyler                                 | TX    | Class & comp study                    | 104,991     |
| 2019 | Wheaton                               | IL    | Market survey                         | 53,373      |
| 2019 | Wright County                         | MN    | Class & comp study                    | 131,311     |
| 2018 | Battle Creek                          | MI    | Comp study                            | 51,833      |
| 2018 | Blue Springs                          | MO    | Pay plan design                       | 53,294      |
| 2018 | Burnsville                            | MN    | Class & comp study                    | 61,290      |
| 2018 | Cleveland County                      | NC    | Safe database                         | 97,047      |
| 2018 | Dallas Area Rapid Transit Authority   | TX    | Comp study                            |             |
| 2018 | DeSoto                                | TX    | Class & comp study                    | 52,599      |
| 2018 | Housing Authority of Durham           | NC    | Salary comparability study            | 263,016     |
| 2018 | Johnson County                        | IA    | Comp & class study                    | 144,251     |
| 2018 | Lakeville                             | MN    | Class & comp study                    | 58,562      |
| 2018 | Minnehaha Creek Watershed Dist        | MN    | Pay equity report                     | 1,124,000   |
| 2018 | Minnetonka                            | MN    | Class & comp study                    | 51,638      |
| 2018 | Person County                         | NC    | Phase III C&C implementation services | 39,276      |
| 2018 | Scott County CDA                      | MN    | Pay equity report                     | 137,232     |
| 2018 | Winston Salem                         | NC    | Class & comp study-phase II           | 236,441     |
| 2017 | Assn of County Commissioners of GA    | GA    | Class & comp study                    | 10,100,000  |
| 2017 | Cabarrus County                       | NC    | Class & comp study                    | 187,226     |
| 2017 | Chapel Hill                           | NC    | Comp study & FLSA rev                 | 59,635      |
| 2017 | Cleveland County                      | NC    | Comp & benefits study                 | 97,047      |
| 2017 | Craven County                         | NC    | Comp study                            | 103,451     |
| 2017 | Dunn County                           | WI    | Market survey                         | 44,122      |
| 2017 | Fort Wayne City Utilities             | IN    | Class & comp study                    | 263,886     |
| 2017 | Harnett County                        | NC    | Comp study                            | 124,987     |
| 2017 | Harrisburg                            | PA    | Class & comp study                    | 49,188      |
| 2017 | Lee's Summit                          | MO    | Comp & benefit study                  | 93,184      |
| 2017 | Person County                         | NC    | Phase II implementation               | 39,276      |
| 2017 | Richland                              | WA    | Class & comp study                    | 53,019      |
| 2017 | Roanoke County                        | VA    | Benefits survey                       | 93,524      |
| 2017 | Saginaw County                        | MI    | Class & comp                          | 195,012     |
| 2017 | Sammamish                             | WA    | Class & comp study                    | 50,169      |
| 2017 | Santa Fe                              | NM    | Class & comp study                    | 83,875      |
| 2017 | Story County                          | IA    | Class & comp study                    | 92,406      |
| 2017 | Upper Trinity Regional Water District | TX    | Comp & class study                    | 350,000     |
| 2017 | Watauga County                        | NC    | Class & comp study                    | 52,372      |

## f. Specific approach to the analysis

Delineated on the following pages is our methodology and proposed project scope for Douglas County's classification and compensation study. Baker Tilly's approach and project tools were developed by Certified Compensation Professionals on our team. We take pride in our ability to provide your organization with sound results and recommendations that, if implemented, are fair and defensible.

We are confident that you will find our assertions substantiated by the information presented in this proposal and the comments provided by our references. We look forward to a successful and lasting relationship.

### Project initiation and data collection

Baker Tilly will begin by collect documentation from the County, such as: job descriptions, organization charts, pay plans, policy handbook, an employee census file, etc. Next, Baker Tilly will meet with the County's project team to establish working relationships, finalize a work plan and help ascertain major issues your organization seeks to address in your classification and compensation study. We recommend conducting 1-on-1's with your department heads to collect feedback directly from your leadership team about what issues or special circumstances they may be facing in their area, especially with regard to title and classification.

Next, Baker Tilly will conduct leadership and employee communication meetings which will introduce our team, the project process, answer questions about the project and review the position analysis questionnaire (PAQ) that employees will be asked to complete. The PAQ provides an opportunity for employees to provide input, in their own words, about the work that is completed in their position. Information collected from the PAQs serve as the foundation for the rest of the study and, therefore, will be reviewed by department heads and/or supervisors to ensure responses are accurate and complete. If necessary, Baker Tilly may also conduct individual or group interviews with employees.

### Title review

Over time, position titles may become inconsistent, inaccurate or even inflated. An appropriate job title should reflect the nature and level of work performed in that job. Baker Tilly will review the County's position titles and provide recommendations for adjustments, consolidations, and reclassifications, as necessary. Title recommendations may also be made for the purpose of better aligning positions within job families and/or to establish or refine career ladders.

Standardizing formatting, spelling and use of abbreviations can significantly impact the administration of a classification system. These relatively minor adjustments can lend to easier recruiting and hiring as it takes the guessing out of searching through job postings. Additionally, standardizing job titles can help employees better understand their role within the organization as they come to better understand adjacent roles they interact with.

### Job evaluation

Job evaluation is the process of comparing a job against other jobs within the organization to determine a relative value for each. Baker Tilly has a copyrighted job evaluation system known as the SAFE system, which was developed specifically for the evaluation of public sector positions. SAFE is a point factor evaluation tool which means each compensable factor has a numerical value, and the end result is a total score which is used to determine a hierarchy of jobs relative to internal equity. The nine compensable factors measured by the SAFE system include:

|                  |                          |                          |
|------------------|--------------------------|--------------------------|
| 1. Education     | 4. Physical demands      | 7. Working conditions    |
| 2. Experience    | 5. Human relations       | 8. Independence          |
| 3. Level of work | 6. Supervision exercised | 9. Impact on end results |

### **FLSA analysis**

Baker Tilly will conduct a review of Fair Labor Standard Act (FLSA) designation to assist the County with the application of exempt and nonexempt status. Our review will be based on existing documentation describing each position as well as new documentation (PAQs) to ensure a complete picture of the work performed is taken into consideration. If our recommendations depart from the existing exempt/nonexempt status, we will provide a rationale for our recommendation as it applies to the Department of Labor guidance for exemption tests.

*Please note that Baker Tilly's recommendations on FLSA regulations are based on our staff's nonlegal interpretation of the Department of Labor guidance. Baker Tilly is not engaged in the practice of law and cannot provide legal guidance on FLSA matters. We recommend that clients obtain separate legal reviews of all positions vis-à-vis FLSA decisions.*

### **Job descriptions**

Baker Tilly will prepare draft job descriptions using our standard job description format for all titles included in the compensation study. Our descriptions will include a general summary, essential functions, minimum qualifications, physical demands and working conditions as they relate to the Americans with Disabilities Act (ADA). The description format and template can be modified to include additional information, formatting, logo and other such design elements. as desired for an additional fee.

General summary and essential functions sections will be developed using data captured by employee submitted PAQs. Therefore, we encourage employees and supervisors to ensure submitted information is complete and accurate. Drafts will include position updates made throughout the study, i.e., adjustments to position titles, minimum qualifications, supervision and ADA-related information. In order to maintain a competitive price for the project, we have assumed that we will deliver draft job descriptions and that the County's project team and human resources staff will distribute drafts to department directors for review and then human resources staff will assume responsibility for any edits or changes to the drafts based on this feedback.

Alternatively, Baker Tilly can update the County's existing job descriptions instead of developing brand new drafts. Updates would include position information that was adjusted as a result of the study, such as title adjustments, minimum qualifications, supervision, and ADA-related information. A cost breakdown for both scenarios will be provided for the County's consideration.

### **Market assessment**

Baker Tilly will collaborate with the County to identify peer organizations that represent its comparable labor market. Selection of comparable peers should be based on similarity in size (number of employees, population served and revenue), geography, services provided, industry and competition (organizations you lose employees to or gain employees from). It's important to note that there may be different labor markets for different positions. Some positions may be recruited from the local area, while others are recruited regionally and nationally. The consulting team will work closely with the County to determine the appropriate labor market for your job families, if necessary. Additionally, Baker Tilly will apply a geographic differential to account for the cost of labor differences in those regions.

In selecting benchmark positions, we will include up to 80% of your titles in the market survey. These positions should closely resemble jobs performed across other organizations and industries. Additionally, they should:

- Be important in the County's internal hierarchy
- Represent as many levels or grades in the County's salary structure as is possible
- Match at least 70% of the job duties collected by the survey
- Generally, tend toward multiple incumbent jobs with the exception of management or executive-level jobs

Baker Tilly will distribute a custom survey to identified peer organizations requesting base pay information for analogous positions. Data from published salary sources will be incorporated in the market data sample to serve as a private sector representative for those positions which have an appropriate private sector equivalent. Commonly utilized sources include Economic Research Institute, Bureau of Labor Statistics and Comp Analyst, but we are happy to consider published salary survey sources the County can provide to be included.

Once the results of the market assessment have been compiled and analyzed for quality assurance, Baker Tilly will conduct a review of the results with the County’s project team by providing a snapshot of the market results for benchmark positions, as well as a comparison to existing pay. Additional market scenarios demonstrating above and below the market will also be prepared to allow the County to select their desired position within the marketplace.

**Benefits comparison**

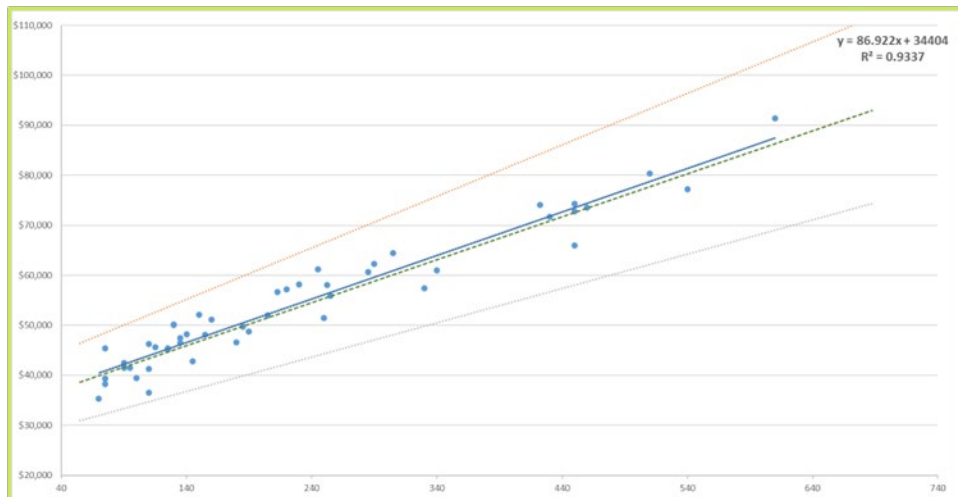
In addition to base pay, Baker Tilly’s custom market survey will collect data on peer pay plans, pay policies and practices, health insurance, retirement and paid time off programs, supplemental pay and benefits programs (i.e., tuition assistance, bonus programs, flexible work schedules, etc.), top administrator benefits, and total compensation costs at the organizational level. The scope of the benefits survey can be reduced if the County is not interested in all categories listed (*this would reduce the cost for this milestone*).

Benefits results will be compiled and compared to your organization’s fringe benefit offerings and will be included in the final report.

**Pay plan development**

Baker Tilly will facilitate discussions with the County’s project team regarding pay plan design preferences and an approach for classifying positions to the pay plan. To that end, Baker Tilly will develop new pay structures, if necessary, which meet the County’s stated goals and business needs. Positions will be classified to the new pay structure with consideration to internal and external results. More specifically, results of the SAFE job evaluation process and market assessment will be used in part or in whole to assign positions to an appropriate pay grade, and this relationship will be tested using regression analysis. In reviewing the proposed classification and compensation plan, Baker Tilly will work with the County to address outliers identified through the regression and finalize the new pay structure.

*Sample regression analysis*



### Implementation and costing analysis

Baker Tilly will develop three scenarios for the County to consider in its adoption and implementation of the proposed pay plan(s), which will include a cost analysis for each scenario. Implementation scenarios can be tailored, for an additional fee, to account for unique pay policies or circumstances that may exist within the County. We can also prepare a multiyear implementation scenario if necessary. Otherwise, our standard scenarios include:

- Moving employees to the minimum of their proposed pay range if their existing salary is below the proposed minimum
- Providing an organization-wide increase, usually 2%
- Providing an increase (usually 0.5%) per year in the position. This scenario helps combat pay compression (and even pay equity) issues that may have developed over time

### Pay policy recommendations

Changes to your classification and compensation system may impact existing pay policies and practices. Therefore, we will work with the County's project team to identify impacted policies and make recommendations for adjustments. These may include the following scenarios:

- **Compensation Philosophy.** What does the County believe about how its employees should be compensated? We will help you define your position and articulate the County's philosophy through its pay policies.
- **Hiring, promotion, reclassification.** Establishing guidelines for which employees can be paid above the starting minimum for the pay range
- **Supplemental pay.** Pay for special skills or competencies greater than the minimum requirements, shift differentials, on-call or call-back pay, etc.
- **Pay adjustments.** Language describing how and when increases and pay structure adjustments will take place

### Project completion and communication

A final report will be prepared to explain the methodology followed, the results produced and recommendations to the County based on those results. More specifically, the report will document position title recommendations, market survey results (average minimum, midpoint and maximums), proposed pay structure(s), recommended grade assignments and implementation costing calculations for each scenario. This report **will not** document or publish employee-specific information.

We will proudly stand behind the results of your study through implementation to include a formal presentation to County leadership or elected officials. The County has made an important commitment to its staff in taking steps to undergo a classification and compensation study such as this one. Therefore, Baker Tilly highly recommends including a communication plan which will provide an explanation to employees about the results of the classification and compensation study.

Finally, Baker Tilly will provide training to human resources staff that will be responsible for administering and maintaining the new classification and compensation system into the future. Instruction manuals pertaining to the SAFE job evaluation system will also be provided.

### Ongoing maintenance

While the County's team will be fully trained and able to maintain its new classification and compensation system, Baker Tilly often provides ongoing maintenance to clients after the completion of a study. Post-contract advisory and maintenance services include:

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|  |                                       |
|--|---------------------------------------|
| • Pay structure updates (research and application) | – Consolidation of existing positions |
| • Reclassification requests                        | – New job descriptions                |
| • FLSA status review                               | – Formal appeals process              |
| • Addition of new or revised positions             |                                       |

This **is not** included in the scope of this project but is recommended if the County might foresee a need to address any of the above listed tasks through an unaffiliated third party or if the human resources staff may not have the capacity to manage these requests internally.

### Douglas County's responsibility

**Data collection.** Baker Tilly will prepare a detailed data request outlining what is necessary to perform these services. Data will be requested in a format compatible with Baker Tilly's computer system and project tools (being Microsoft Excel and Word). Upon receipt of the data, Baker Tilly will examine it for missing information and consistency.

**Position analysis questionnaires.** The price and scope of the project outlined assume the collection of online PAQs for all position titles included in the study. If there are vacancies, absences or employees unwilling or unable to participate, Baker Tilly will work with the County's project team to identify the appropriate alternative staff to submit documentation on behalf of those positions.

**Salary and benefits data.** Baker Tilly's ability to provide fair and defensible recommendations about pay and benefits is contingent upon the availability of that data. Baker Tilly may request the County's project team or leadership to contribute to outreach efforts in an attempt to collect necessary data from public peer organizations and keep the project on schedule.

**Review of and feedback on preliminary results.** Baker Tilly encourages clients to be involved in major decisions about preliminary results that will drive the final results of the study. However, we understand that your commitment to providing uninterrupted support and services to the community must come first and that the County's project team may not be as available as expected to review and approve information when provided. Baker Tilly is familiar with the ebb and flow of local government operations and will be flexible in coordinating with the County to keep the project on track as much as possible.

### Serving Douglas County remotely or in person as needed



We are prepared to deliver an exceptional study entirely remotely if so desired. The County's engagement team has various tools enabling them to assist you from any location. Baker Tilly professionals each receive their own laptop and remote access credentials to connect to our internal network from outside the office. When Baker Tilly and the County are not able to meet in person, we utilize Microsoft Teams to quickly set up online meetings.

Technology plays a central role in maintaining open, clear lines of communication. Our client portal, **Huddle**, offers an easy way to access your documents, transfer data and exchange information with us on a 24/7 basis when it's convenient for you. This secure online collaborative workspace allows you to share content at any time.



However, should the County desire in person meetings, we are equally prepared to do so. The most common milestones that our clients prefer to have as 'in-person' meetings are 1) in the beginning to kick off the project, 2) in the end to conclude the project, 3) and occasionally in the middle to review preliminary grade assignments with department heads.

**Co-developing a timeline to meet Douglas County’s deadlines**

Your time is valuable, and one significant way we will add value to your organization is by delivering our services on time or ahead of schedule.

Baker Tilly is prepared to initiate your classification and compensation study within two weeks after receiving the official notice to proceed. A detailed project schedule will be provided at the commencement of your study.\* *There may be factors beyond the consulting team’s control that impact the project schedule.*

| DOUGLAS COUNTY, NEVADA<br>CLASSIFICATION AND COMPENSATION STUDY  |   |                    |
|--|---|--------------------|
| Activity   | Dependency  | Target dates       |
| <b>Project initiation:</b> Project planning, data collection, leadership and employee communication sessions, PAQs collected                             | Authorization to proceed  | October - November |
| <b>Market assessment:</b> market survey prepared and distributed, collected data compiled and analyzed, results reviewed                                 | Peers identified, market reviewed, desired position within the market identified. | December - January |
| <b>Position review, job evaluation:</b> Title review, job evaluation   | Feedback on title recommendations and SAFE designations                           | December - January |
| <b>Pay plan development:</b> pay plan(s) developed, grade assignments established, implementation calculated   | Feedback on pay plan, grade assignments and implementation scenarios              | January - February |
| <b>Project completion:</b> Draft final report prepared and approved, final presentations scheduled and conducted, staff training scheduled and conducted | Feedback on final report, final presentation scheduled                            | February - March   |

**COMMITMENT TO SUCCESSFULLY DELIVER SERVICES TO MEET DOUGLAS COUNTY’S REQUIREMENTS**  
*Douglas County’s time is valuable. We will co-develop a timeline to provide the County’s services on time or ahead of schedule.*

**Managing project conflicts**

Baker Tilly has conducted many projects in which employee groups, management groups, elected groups, union groups, etc. did not have the same perspective about how their organization’s classification and compensation program should be administered or updated.

Our process has been carefully constructed to follow federal and state regulations related to employment and compensation. We have been meticulous to ensure that best practices are observed and followed, especially as those best practices are influenced by new laws or trends in the industry. To that end, where employees, management, or other groups may continue to have differing opinions, we hope and expect that our dedication and integrity to provide fair and equitable results to your organization will be undeniable.

Your proposed compensation and classification study engagement team is committed to providing exceptional quality of service. We are confident that, despite any differences between parties, the final report we provide you with at the end of the study will give everyone clear and defensible results they can rely on.

# Appendix A:

Prioritizing diversity, inclusion and belonging for success

*At Baker Tilly, DIBS is who we are rather than what we do. Creating an environment where all team members are valued empowers us to bring our authentic selves to work each day. When our contributions reflect our individual best, we achieve better results for Douglas County.*

Belonging is a core Baker Tilly value. We foster a deep level of mutual respect where each one of us feels seen, heard, valued and connected. Each team member commits to upholding a diverse and inclusive workplace driven by fairness, compassion and equality.



**MEET SHANE LLOYD,  
DIBS STRATEGY LEADER**

*In his role as Head of Diversity, Inclusion and Belonging at Baker Tilly, Shane oversees our company's DIBS initiatives and serves on influential national diversity and inclusion boards.*

Throughout our firm, you will find our DIBS philosophy and practices embedded into everything we do. We hire people who bring new perspectives and experiences, including Shane Lloyd, who joined Baker Tilly as our [DIBS strategy](#) leader in 2021. Shane was named to the Washington Business Journal's 2022 "40 under 40," a prestigious list that recognizes individuals with impressive careers who demonstrate a strong commitment to philanthropy and community building.

Shane was also selected as Program Chair to The Conference Board's Diversity, Equity and Inclusion (DEI) Strategist 1 council, where he will strategize on key topics and trends to educate and connect other senior DEI leaders in the corporate space. Read more about the council [here](#).

We embrace our differences and believe a more open, connected world serves everyone better. DIBS is the lens that helps us see things more broadly and lights the path for us to follow. This benefits our people, our clients and our communities. [Watch this video](#) to learn more about the ways Baker Tilly celebrates diversity, inclusion and belonging and values the contributions of every team member across our firm.

## DIBS steering committee

Baker Tilly's national DIBS steering committee is designed to strengthen our firm's culture of diversity, inclusion and belonging.

A cross-section of leaders across our firm oversees our strategy – from inclusion-related communications to accountability measures for our key diversity goals and coordination of our signature initiatives described below and on the following pages.



**WE EMBED DIBS INTO ALL ASPECTS OF OUR BUSINESS**  
*From how we recruit, develop and promote team members, to the way we serve clients and treat each other. Day in, day out.*



## Growth and Retention of Women (GROW)



Through our GROW initiative, Baker Tilly provides women valuable opportunities to network, share their stories, acquire skills, strengthen professional relationships and advance in their careers. Our commitment to GROW increases the number of women in management positions, enhances the retention of women at all firm levels, creates an environment where women feel empowered and supports our advocacy of advancing women in business.

It also helps us share knowledge gained with clients and creates a workforce that reflects our client base.

## Supporting Opportunity, Advancement and Recognition (SOAR)



SOAR focuses on improving inclusion and increasing retention of team members of color to create a more inclusive, innovative and productive workforce. Diversity makes each of our professionals unique; inclusion is how that unique team collaborates to achieve common goals. Our SOAR strategy rests on four key pillars: talent acquisition, advancement, education and awareness, and recognition.

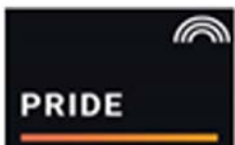
## NexGen: joining workforce generations



Today, four generations coexist in the workplace – baby boomers, Gen X, millennials and Gen Z – and each brings unique viewpoints influenced by events and experiences in their lifetime. With NexGen, we aim to empower the next generation of team members to collaboratively engage in our firm's progress while promoting an overall investment in our future. Key components of NexGen's vision involve discovering how different generations can build

rewarding professional relationships that are mutually beneficial. NexGen amplifies the voices of our firm's next generation of professionals, providing leadership and growth opportunities along the way.

## PRIDE team member network



Our PRIDE team member network exists to support the LGBTQ+ community and their allies within Baker Tilly. We strive to create an open environment centered on LGBTQ+ issues and topics relevant to the workplace. This effort includes involvement, support, understanding and acceptance from colleagues across our firm.

## Racial Equity Action Plan (ACTION) and focus on social justice



Our firm developed an ACTION plan to support our strategic goal of increasing the retention of team members of color and to create positive change in our communities and our profession. As initial steps in our plan, we convened our DIBS steering committee and formed a racial equity advisory group consisting of a diverse group of team members. We then worked closely with a highly

respected consulting firm to assess the current state of our workplace as it relates to diversity, inclusion and racial equity. We used their recommendations to refine our DIBS strategic plan and inform the next steps in our journey.

Baker Tilly team members continue to take the time to have difficult conversations and reflect deeply. Colleagues shared stories of how racism and discrimination affect their daily lives – stories they did not feel comfortable sharing before. Others gained new insight into their own unconscious biases and the steps needed to overcome them. We are committed to continuing on this learning journey and achieving tangible results together.

## Baker Tilly Foundation support for racial justice advocacy



As a firm, we have made our position clear: We stand against racism and discrimination in any form. Our Baker Tilly Foundation's board of directors, with input from our team members, selected key racial justice organizations as recipients of direct financial support from our firm with a commitment to match team member donations. Additionally, our local SOAR committees support social justice causes across the United States through event sponsorship, fundraising initiatives and volunteer engagement.

Baker Tilly backs Human Rights Campaign initiatives and national associations for accountants of color. In May 2022, Baker Tilly signed on to the Human Rights Campaign's [Business Statement Opposing Anti-LGBTQ State Legislation and Business Coalition for Equality Act](#), taking a stand against legislation that would attempt to exclude LGBTQ+ people from full participation in daily life and promoting workplace equality.

Baker Tilly is also expanding our connections and alignment with key professional organizations. We are a Platinum Sponsor of the 2022 National Association of Black Accountants (NABA) National Convention and a participant in conferences for the Ascend Pan-Asian professional network and the Association of Latino Professionals in Finance and Accounting (ALPFA).

## Tone from the top: CEO Action for Diversity & Inclusion

### CEO **ACT!ON** FOR DIVERSITY & INCLUSION

Baker Tilly is a member of [CEO Action for Diversity & Inclusion](#), a steering committee of CEOs focused on making diversity and inclusion a business priority. CEO Action for Diversity & Inclusion is the most extensive alliance of business leaders openly committed to sharing successful diversity initiatives and lessons learned. As a member, Baker Tilly pledges to:

- Make our workplace a safe place to have open conversations about diversity and inclusion
- Implement and expand unconscious bias education
- Share best, and unsuccessful, practices
- Create and share strategic inclusion and diversity plans with our board of partners



**BAKER TILLY RECOGNIZED WITH  
PERFECT SCORE ON CORPORATE  
EQUALITY INDEX**

*The Human Rights Campaign awarded Baker Tilly 100 points out of 100 on the 2022 Corporate Equality Index (CEI), an industry-standard measure created to evaluate corporate policies, practices and benefits that support LGBTQ+ team members.*

As evidence of our commitment to DIBS, examples of public recognition received in recent years are listed below.

#### PUBLIC RECOGNITION AND AWARDS FROM INDEPENDENT PUBLICATIONS FOR OUR DIBS EFFORTS

Winner of the 2022 [Human Rights Campaign Foundation's Best Places to Work](#)

[Business Wire](#) and [Inside Public Accounting](#) articles on Shane Lloyd's appointment as Baker Tilly's Head of Diversity, Inclusion and Belonging

[Podcast with Shane Lloyd](#) on diversity

Host of 2020 ["Diversity Well Beyond the Theory: The 'how' in recruitment, retention and inclusion"](#) event in Tysons, Virginia

Recognition as 2018 [Corporate Partner of the Year](#) by the National Association of Black Accountants (NABA) Metropolitan Washington, D.C. Chapter

Winner of Corp! Magazine's ["Salute to Diversity" Award](#)

Journal of Accountancy article featuring Baker Tilly's diversity initiatives: ["The business case for diversity and inclusion at CPA firms"](#)

Pennsylvania Institute of Certified Public Accountants (PICPA) article by a Baker Tilly team member discussing her experience with diversity at our firm: ["CPA Now - My Experience with a Diversity Initiative"](#)

Twin Cities Business article highlighting Baker Tilly's commitment to our GROW initiative: ["All In: Hiring Women Executives"](#)

“

We do not view diversity, inclusion and belonging as a program or something we “have to do.” We genuinely believe this is who we are. This includes the way we recruit, how we develop and promote team members, how we serve clients and how we treat each other. This is not easy to do. It is much easier to roll out a program as “evidence” of our commitment. However, we are not interested in scratching the surface. We want to effect change for the long run — in our firm and in our profession.

*Baker Tilly CEO, Alan Whitman*

# Appendix B:

Sample report

August 30, 2022



Dear [REDACTED]:

Baker Tilly US, LLP (“Baker Tilly”) is pleased to provide the [REDACTED] (“[REDACTED]” or “the City”) with results from the completed Classification and Compensation Study. This report documents the approach, findings, and recommendations resulting from the study.

We would like to thank you, as well as other City staff that aided us in bringing this study to its successful completion. We understand that your employees are your greatest asset and without a competitive pay program the City of [REDACTED] may struggle to attract qualified candidates and retain/reward experienced employees. We have created a classification and compensation system that, if implemented, will ensure that the City’s positions are externally competitive and internally equitable.

It has been a pleasure working with the City of [REDACTED] and we hope to provide you with professional assistance in the future. Further, we would be happy to answer any questions or points of clarity to the findings and recommendations of this study.

Sincerely,

*Jada Kent*

Jada Kent, CCP  
Senior Manager

*Brenda Turner*

Brenda Turner, CCP  
Manager

## Project Methodology

Baker Tilly approached the classification and compensation study for the City of [REDACTED] by completing each of the following phases or milestones:

- **Data Collection** - Baker Tilly initiated the study by conducting a planning meeting with the City’s project team to discuss the current classification and compensation system, goals for conducting the study, and to walk through each phase of the process. Next, Baker Tilly collected documentation from the City, to include job descriptions, organization charts, pay structure, personnel policies, and any other documentation describing how work is performed or compensated.  
  
Finally, Baker Tilly facilitated communication meetings with department heads and employees to inform them about the study, answer questions, and review the position analysis questionnaire (PAQ) they were asked to complete. Once PAQ responses were compiled, the City’s leadership was tasked with reviewing and providing feedback on employee PAQ responses, as necessary, to ensure accurate and complete responses were provided.
- **Position review** – Employee completed PAQs were the basis for a classification review in which Baker Tilly reviewed position titles and made recommendations, as necessary, to ensure titles appropriately reflected the nature and level of work performed. Next, Baker Tilly conducted job evaluation using our point factor evaluation tool, called SAFE, resulting in a hierarchy of jobs reflective of City’s internal equity. FLSA designations were also reviewed.
- **Market Assessment** - Baker Tilly assisted the City in identifying appropriate and relevant peer organizations to collect market competitive values (base pay salaries) for benchmark positions from. The results were analyzed and reviewed with the City’s project team to determine the organizations desired position within the market. Fringe benefits information was also collected and compared to the City’s offerings.
- **Pay Plan Development** – Baker Tilly establish a new pay plan for the City and established grade assignments with consideration to internal and external equity. After grade assignments were finalized, implementation costs were calculated and reviewed with the City’s project team.
- **Project Completion** - At the conclusion of the study, Baker Tilly prepared this final report documenting the methodology used throughout the classification and compensation study, findings and results of the study, as well as our recommendations based on those results. Going forward, Baker Tilly will provide training to [REDACTED] human resources team responsible for the maintenance and administration of the new classification and compensation system. This includes instructions for utilizing our SAFE Job Evaluation system going forward.

## Position Review

### Job Evaluation

Job evaluation is the process of comparing a job against other jobs within the organization as a means for determining the relative value of each job. In other words, job evaluation is a tool for identifying the internal value within the organization.

The Systematic Analysis and Factor Evaluation (SAFE®) is a point factor evaluation process comprised of nine (9) compensable factors and was developed specifically for the measurement of local government positions. Job evaluation is often the preferred method for reviewing jobs internally because, as an approach, it tends to be systematic, objective, and – therefore - defensible. For that reason, job evaluation is often a tool used to comply with federal, state, local regulations related to the Equal Pay Act.

All positions were evaluated against the following compensable factors:

|               |                    |                            |
|---------------|--------------------|----------------------------|
| Education     | Human interaction  | Independence of actions    |
| Experience    | Working conditions | Impact on the organization |
| Level of work | Physical demands   | Supervision exercised      |

In using a point factor job evaluation system, the result is a total score for each position which represents the internal value of that position. Collectively, these total scores establish a hierarchy across the organization. It's important to emphasize that job evaluation is a measurement of the position and not the person in the position. Baker Tilly established preliminary job evaluation designations based on employee completed PAQs. The City's project team reviewed and revised SAFE designations, as necessary, and worked with Baker Tilly to establish final scores for each position included in the study.

*The following factors were not considered when evaluating positions with the SAFE methodology: employee performance, length of service with the organization, amount of time in the position, education or experience more than what is required by the position, current salary, or market rates.*

### FLSA Review

Baker Tilly conducted a review of the Fair Labor Standard Act (FLSA) designation to assist the City with the application of exempt and nonexempt status. The review was based on the City's existing documentation (job descriptions, organization charts, pay plans), as well as new documentation (employee completed position analysis questionnaire (PAQs) to ensure a holistic understanding of the nature and level of work performed by each position. *Baker Tilly recommends that the City obtains a legal review for any exempt/non-exempt status changes.*

## Market Assessment

### Public Peer Organizations

Understanding your labor market is key to selecting relevant peer organizations for a market study. Factors to consider include industry, organization size, geographic location, competition for talent, and published data available.

██████████ identified 14 public peer organizations to be included in the study and base pay information was collected from all 14 organizations, listed below.

- |                      |                  |                |
|----------------------|------------------|----------------|
| 1. Arlington Heights | 6. Highland Park | 11. Oak Park   |
| 2. Aurora            | 7. Lake Forest   | 12. Schaumburg |
| 3. Buffalo Grove     | 8. Lincolnwood   | 13. Skokie     |
| 4. Chicago           | 9. Naperville    | 14. Wilmette   |
| 5. Glenview          | 10. Northbrook   |                |

### Published Sources

Published salary data was used as a private sector benchmark in this assessment with data from the following sources included in the study:

- Comp Analyst is a salary data resource from Salary.com that is comprised of HR-reported pay data comprised of 800 million market data points from more than 25,000 organizations resulting in data across 15,000 unique job title, 225 industry breakouts, 27,000+ compensable factors, in 42,000+ geographies.
- Bureau of Labor Statistics (BLS). The Occupational Employment Statistics (OES) survey is a semiannual survey measuring wage rates by industry and is displayed nationally, by state, and/or metropolitan area. BLS data used in this survey was pulled at the 10th and 90th percentile to represent the minimum and maximum thresholds of a salary range.
- Economic Research Institute (ERI) is a salary data resource reporting market data for more than 11,000 jobs in more than 9,000 different locations across more than 1,100 industry sectors. ERI data is updated quarterly. ERI data used in this survey was pulled at the 10th and 90th percentile to represent the minimum and maximum thresholds of a salary range

### Data Adjustments

The market data obtained was adjusted, as necessary, to account for the following:

- Differences in work week. For example, reported salaries for a 37.5-hour work week was adjusted to reflect that wage for a 40-hour work week.
- If the market data obtained did not reflect the year in which this study was conducted, the data was aged using World at Work's Annual Salary Budget Survey results.
- Geographic adjustments were applied to account for cost-of-labor differences between the City of ██████████ and peer organizations. Baker Tilly uses cost-of-labor differentials reported by the ERI's Geographic Assessor tool. Where cost of living is a measurement of goods and services in each area, the cost of labor is a measurement of compensation paid. Cost of labor can be impacted by the cost of living, but also relates to the supply and demand of labor in each area (rate of unemployment and number of qualified laborers).

- o Geographic differentials applied for each peer and published source can be found in the table below. The geographic cost of labor in [REDACTED] is 107.9 and data from each locality was adjusted by the number in the far-right column. For example, the geographic cost of labor in Aurora, IL is 0.2% higher than in [REDACTED] and their data was adjusted down 0.2% to neutralize those geographical differences.

| Date Pulled | Client Name           | Location      | Geo Adjust | Client Avg Base |
|-------------|-----------------------|---------------|------------|-----------------|
| 6/23/2022   | City of [REDACTED] IL | [REDACTED] IL | 107.9      | 90,413          |

| Peer # | Peer Organization           | Locality Used          | ERI Indicator | GeoDiff % |
|--------|-----------------------------|------------------------|---------------|-----------|
| 1      | Arlington Heights, IL       | Arlington Heights, IL  | 107.7         | 0.2%      |
| 2      | Aurora, IL                  | Aurora, IL             | 108.1         | -0.2%     |
| 3      | Buffalo Grove, IL           | Buffalo Grove, IL      | 107.5         | 0.4%      |
| 4      | Chicago, IL                 | Chicago, IL            | 111           | -3.1%     |
| 5      | Glenview, IL                | Glenview, IL           | 107.7         | 0.2%      |
| 6      | Highland Park, IL           | Highland Park, IL      | 106.3         | 1.6%      |
| 7      | Lake Forest, IL             | Lake Forest, IL        | 106.2         | 1.7%      |
| 8      | Lincolnwood, IL             | Lincolnwood, IL        | 107.7         | 0.2%      |
| 9      | Naperville, IL              | Naperville, IL         | 107.9         | 0.0%      |
| 10     | Northbrook, IL              | Northbrook, IL         | 107.7         | 0.2%      |
| 11     | Oak Park, IL                | Oak Park, IL           | 107.9         | 0.0%      |
| 12     | Schamburg, IL               | Schamburg, IL          | 107.9         | 0.0%      |
| 13     | Skokie, IL                  | Skokie, IL             | 108           | -0.1%     |
| 14     | Wilmette, IL                | Wilmette, IL           | 107.6         | 0.3%      |
| 15     | Bureau of Labor Statistics  | Illinois State Average | 103.7         | 4.2%      |
| 16     | Comp Analyst                | United States Average  | 100           | 7.9%      |
| 17     | Economic Research Institute | Evanston, IL           | 107.9         | 0.0%      |

### Quality Control

Baker Tilly prepared a summary of each benchmark position which included minimum education and experience requirements. Peer organizations were asked to match the position within their organization with at least a 75% overlap in duties and responsibilities. Baker Tilly reviewed peer responses and removed or replaced data that appeared to be an inappropriate match. Some organizations returned base pay information for Baker Tilly to match on their behalf.

Because market results are established by a calculation (such as an average of all midpoints), a bigger sample size tends to yield greater confidence in those results. Therefore, Baker Tilly required at least four matches per benchmark position to determine a market value. Positions that had insufficient data (less than four matches) are identified as such in the market results.

### Market Results

Of [REDACTED] 223 positions, 181 were included in the survey as benchmark positions (81%). Baker Tilly requested pay ranges (minimum to maximum) and calculated for the midpoint of each collected range. Of the 181 benchmark positions, 35 received insufficient data and a market value was not calculated. Overall, market values were established for 65% of [REDACTED] positions.

Average minimum, midpoint, and maximum data results can be found in **Attachment 1**. The market average midpoint is commonly observed to reflect “the market” value for a given position. A calculated comparison of [REDACTED] control point against the market average midpoint for each benchmark position can be found in **Attachment 2**.

## Benefits Comparison

Peer information on pay plans, pay policies, paid time off programs, health insurance, and retirement was also collected during the market study. A comparison to the City's offerings was prepared.

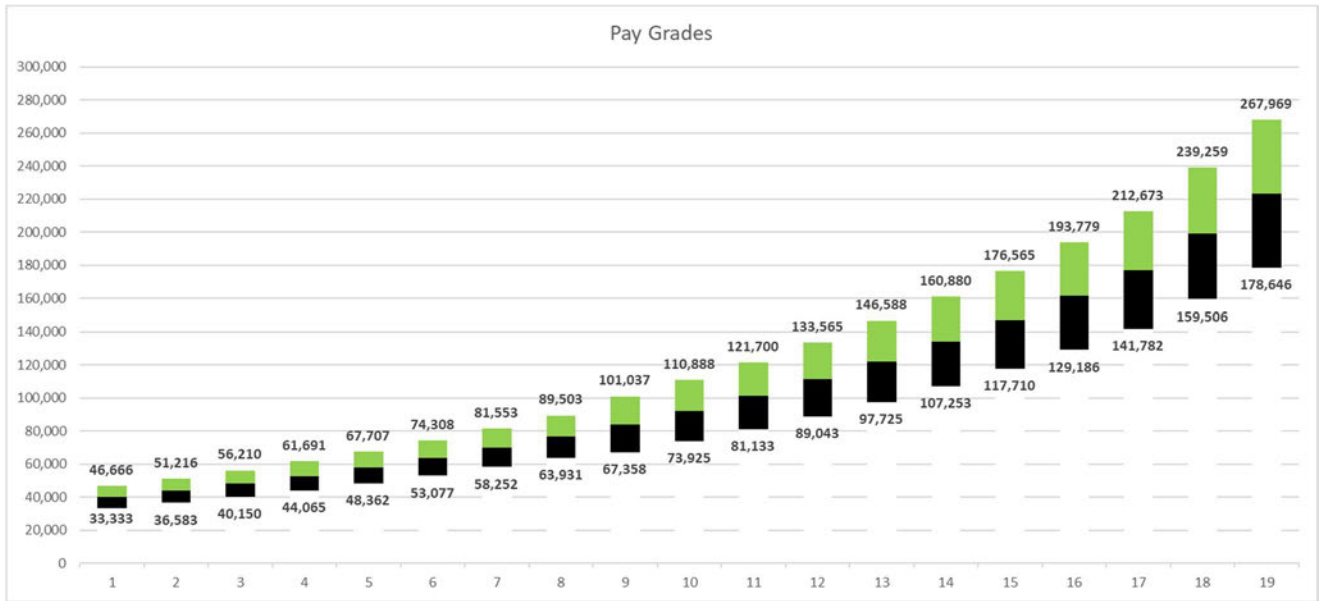
## **Pay Plan Development**

Upon reviewing the market survey results with the City's project team, Baker Tilly led a discussion with the organization regarding desired position within market, pay plan design preferences, and an approach for classifying positions to the pay plan.

## Proposed Pay Plan

The proposed pay plan, shown below, is an open plan (Grades, no steps) with the midpoint set at the market midpoint for each grade. There are 19 grades with range spreads from 40% to 50% and midpoint differentials from 9.75 to 12.5%.

| <b>Pay Plan</b> |                |                 |                |                     |                              |
|-----------------|----------------|-----------------|----------------|---------------------|------------------------------|
| <b>Grade</b>    | <b>Minimum</b> | <b>Midpoint</b> | <b>Maximum</b> | <b>Range Spread</b> | <b>Midpoint Differential</b> |
| 1               | \$33,333       | \$40,000        | \$46,666       | 40%                 | 9.75%                        |
| 2               | \$36,583       | \$43,900        | \$51,216       | 40%                 | 9.75%                        |
| 3               | \$40,150       | \$48,180        | \$56,210       | 40%                 | 9.75%                        |
| 4               | \$44,065       | \$52,878        | \$61,691       | 40%                 | 9.75%                        |
| 5               | \$48,362       | \$58,034        | \$67,707       | 40%                 | 9.75%                        |
| 6               | \$53,077       | \$63,692        | \$74,308       | 40%                 | 9.75%                        |
| 7               | \$58,252       | \$69,902        | \$81,553       | 40%                 | 9.75%                        |
| 8               | \$63,931       | \$76,717        | \$89,503       | 40%                 | 9.75%                        |
| 9               | \$67,358       | \$84,197        | \$101,037      | 50%                 | 9.75%                        |
| 10              | \$73,925       | \$92,406        | \$110,888      | 50%                 | 9.75%                        |
| 11              | \$81,133       | \$101,416       | \$121,700      | 50%                 | 9.75%                        |
| 12              | \$89,043       | \$111,304       | \$133,565      | 50%                 | 9.75%                        |
| 13              | \$97,725       | \$122,156       | \$146,588      | 50%                 | 9.75%                        |
| 14              | \$107,253      | \$134,066       | \$160,880      | 50%                 | 9.75%                        |
| 15              | \$117,710      | \$147,137       | \$176,565      | 50%                 | 9.75%                        |
| 16              | \$129,186      | \$161,483       | \$193,779      | 50%                 | 9.75%                        |
| 17              | \$141,782      | \$177,228       | \$212,673      | 50%                 | 9.75%                        |
| 18              | \$159,506      | \$199,382       | \$239,259      | 50%                 | 12.50%                       |
| 19              | \$178,646      | \$223,308       | \$267,969      | 50%                 | 12.00%                       |



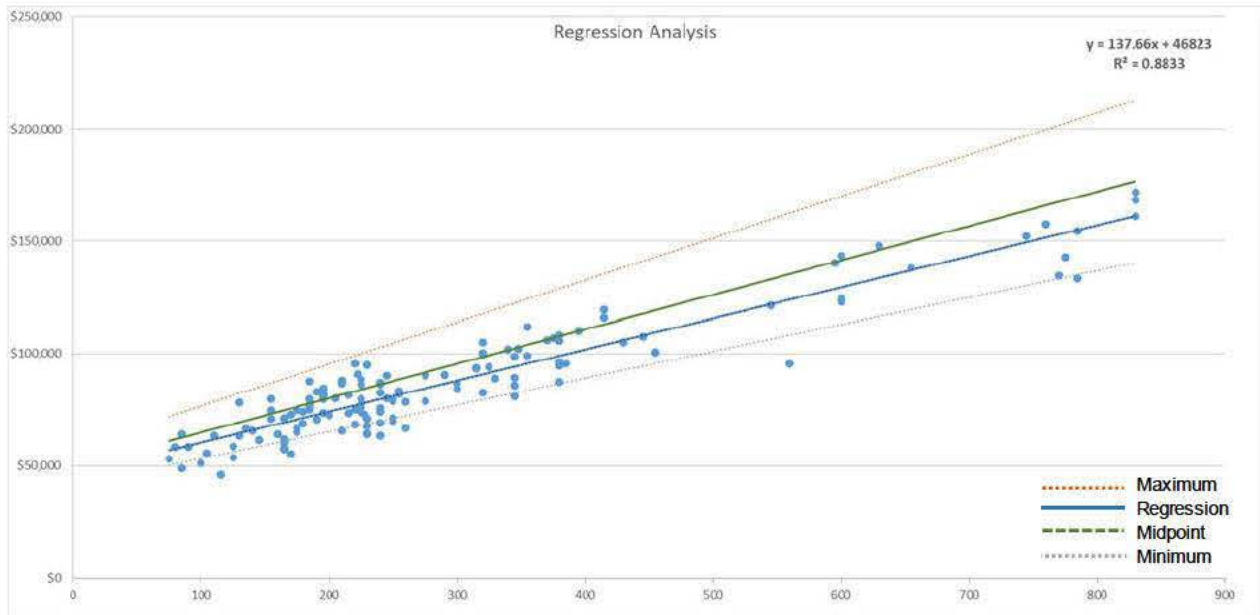
Grade assignments were established with consideration to internal and external data. More specifically, job evaluation results and market average midpoints were used as a guidepost to establish preliminary grade assignments. The Title & Grade Assignment can be found in **Attachment 3**.

Regression Analysis

In statistical modeling, a regression analysis is used to measure the relationships between data sets and even predict one variable based on another. Here, Baker Tilly used a regression analysis to compare internal data to external data. More specifically, SAFE scores were compared against market average midpoints.

On the chart above, each dot represents a benchmark position placed where the SAFE score and market value intersect. The blue line is the regression line influenced by the placement of all dots (benchmark positions). Ultimately, there is an 88.3% correlation between the internal and external values. Further, this chart depicts the proposed pay plan as it lays across the natural distribution of jobs. The orange dotted line representing the maximum, the solid green line representing the midpoint, and the gray dotted line representing the minimum.

Due to the high correlation in internal and external values, the City would be able to maintain the new classification and compensation system using our SAFE job evaluation process as a means for reclassifying positions that have changed over time, adding new positions, consolidating positions, etc. into the future.



**Implementation Analysis**

Baker Tilly developed 2 implementation scenarios for the City to consider. Implementation calculations represent base pay only.

1. Employees are moved to the minimum of their pay range if their current salary is less than the midpoint. This option is to get everyone onto the pay plan so the City can adopt it. All other employees would retain their current salary.

|                         | Option 1 - Move to Minimum |                 |                 |              |            |
|-------------------------|----------------------------|-----------------|-----------------|--------------|------------|
|                         | # of Staff                 | Current Salary  | Proposed Salary | Difference   | % Increase |
| Totals                  | 762                        | \$61,743,243.78 | \$62,005,169.69 | \$261,925.91 | 0.4%       |
| Employees Below Minimum | 69                         | \$2,533,047.48  | \$2,794,973.39  | \$261,925.91 | 10.3%      |
| Employees Within Range  | 676                        | \$58,214,986.38 | \$58,214,986.38 | \$0.00       | 0.0%       |
| Employees Above Maximum | 17                         | \$995,209.92    | \$995,209.92    | \$0.00       | 0.0%       |

2. All employees receive a 2% pay increase. If an employee’s salary is already “within” the range they would receive 2%. If an employee’s current salary is below the minimum and moving them to the midpoint is less than 2%, they would instead receive the full 2% increase. Other employees that are below the minimum would receive whatever increase that gets them to the minimum of their pay range. Employees with a salary “above” their maximum are excluded from calculations.

|                         | Option 2 - Move to Minimum or 2% Increase |                 |                 |                |            |
|-------------------------|---|-----------------|-----------------|----------------|------------|
|                         | # of Staff                                | Current Salary  | Proposed Salary | Difference     | % Increase |
| Totals                  | 762                                       | \$61,743,243.78 | \$63,199,139.49 | \$1,455,895.71 | 2.4%       |
| Employees Below Minimum | 69  | \$2,533,047.48  | \$2,845,990.62  | \$312,943.14   | 12.4%      |
| Employees Within Range  | 676                                       | \$58,214,986.38 | \$59,357,938.95 | \$1,142,952.57 | 2.0%       |
| Employees Above Maximum | 17  | \$995,209.92    | \$995,209.92    | \$0.00         | 0.0%       |

## Compensation Philosophy / Pay Policy Review

A compensation philosophy is a statement of commitment by an organization to its employees, regarding how and why the compensation program exists, the goals for the program, and how it will be managed. Most typically it includes a commitment to pay equity along with the following components: definition of market, intending position within the market, total rewards provided by the organization, as well as administrative guidelines for achieving the compensation philosophy goal.

Baker Tilly met with the City's project team to discuss current pay policies and any challenges the City was facing with regards to the language and application of those policies. Next, Baker Tilly worked with the City to establish a compensation philosophy that describes the intention and expectation for administering the new classification and compensation system in a way that will help the City attract and retain qualified workers to continue providing high quality services to the community. The established compensation philosophy statement can be found in **Attachment 4**.

Additionally, Baker Tilly worked with the City to determine adjustments to existing pay policies as well as addition of new pay polices. These will assist the City in achieving its compensation philosophy.

## Recommendations

The City of [REDACTED] is a service-oriented organization. The organization delivers services through its employees who are a major investment in the organization's infrastructure.

This report contains information which has been gathered from a variety of sources, objectively analyzed, and structured in a way that will provide a fair, defensible, and competitive system for the City to compensate its employees. It is our independent judgment that has resulted in the following recommendations.

We urge the City of [REDACTED] to:

- Approve the recommended position title and classification adjustments.
- Approve the proposed pay plan and position grade assignments.
- Approve an implementation scenario that addresses the City's compensation philosophy and/or business goals, and that is fiscally attainable and sustainable.
- Adopt recommended changes and/or additions to the City's pay policies to ensure the new classification and compensation system is administered in a way that achieves the City's compensation philosophy.
- Continue efforts to maintain the classification and compensation system by routinely reviewing positions, descriptions, and market rates. This includes adjustments to the pay structure annual to keep pace with the market as well as adoption of merit increases to reward employees and keep them moving through their pay ranges.

## Attachment 1 - Market Results

| #  | Department              | Benchmark Position                   | Matches | Avg Minimum       | Average Midpoint | Avg Maximum  | % Range Spread |
|----|-------------------------|--------------------------------------|---------|-------------------|------------------|--------------|----------------|
| 1  | Administrative Services | Administrative Services Director     | 4       | \$114,674.48      | \$146,004.80     | \$171,110.15 | 49%            |
| 2  | Administrative Services | Facilities Maintenance Worker I      | 6       | \$48,616.88       | \$58,465.90      | \$68,314.93  | 41%            |
| 3  | Administrative Services | Facilities Maintenance Worker III    | 5       | \$58,288.94       | \$69,897.78      | \$81,506.62  | 40%            |
| 4  | Administrative Services | FFM Assistant                        | 5       | \$48,009.19       | \$57,408.86      | \$66,808.53  | 39%            |
| 5  | Administrative Services | FFM Equipment Mechanic               | 9       | \$68,061.35       | \$81,575.01      | \$94,215.66  | 38%            |
| 6  | Administrative Services | FFM Lead Mechanic                    | 10      | \$73,643.18       | \$88,001.40      | \$101,137.06 | 37%            |
| 7  | Administrative Services | FFM Manager                          | 4       | \$81,085.60       | \$95,693.92      | \$110,302.23 | 36%            |
| 8  | Administrative Services | FFM Master Tradesman                 | 0       | Insufficient Data |                  |              |                |
| 9  | Administrative Services | FFM Supervisor                       | 7       | \$76,696.48       | \$93,854.61      | \$109,353.72 | 43%            |
| 10 | Administrative Services | Benefits Coordinator                 | 6       | \$59,207.89       | \$75,197.90      | \$86,457.42  | 46%            |
| 11 | Administrative Services | Human Resources Assistant            | 8       | \$48,658.23       | \$61,459.52      | \$74,260.81  | 53%            |
| 12 | Administrative Services | Human Resources Director             | 8       | \$106,644.14      | \$134,678.93     | \$183,233.84 | 72%            |
| 13 | Administrative Services | Human Resources Specialist           | 13      | \$61,065.06       | \$75,955.96      | \$91,059.46  | 49%            |
| 14 | Administrative Services | Safety & Workers' Comp Manager       | 6       | \$80,757.85       | \$99,556.97      | \$118,356.10 | 47%            |
| 15 | Administrative Services | Chief Information Security Officer   | 6       | \$113,928.14      | \$152,139.08     | \$183,992.47 | 61%            |
| 16 | Administrative Services | GIS Analyst                          | 7       | \$58,073.06       | \$80,109.72      | \$101,616.74 | 75%            |
| 17 | Administrative Services | IT Service Delivery Manager          | 10      | \$86,170.96       | \$109,899.79     | \$127,992.11 | 49%            |
| 18 | Administrative Services | Network Engineer                     | 10      | \$78,728.90       | \$93,526.38      | \$117,280.59 | 49%            |
| 19 | Administrative Services | Programmer Analyst                   | 7       | \$69,866.31       | \$84,328.13      | \$100,759.94 | 44%            |
| 20 | Administrative Services | Public Safety Technology Coordinator | 5       | \$62,083.60       | \$78,807.83      | \$95,532.07  | 54%            |
| 21 | Administrative Services | Systems Administrator                | 10      | \$73,621.74       | \$93,424.73      | \$115,581.25 | 57%            |
| 22 | Administrative Services | Tech Support Specialist I            | 13      | \$59,810.17       | \$71,065.55      | \$85,904.55  | 44%            |
| 23 | Administrative Services | Parking Division Manager             | 1       | Insufficient Data |                  |              |                |
| 24 | Administrative Services | Parking Enforcement Officer          | 4       | \$40,585.38       | \$53,116.29      | \$59,857.39  | 47%            |
| 25 | Administrative Services | Parking Enforcement Supervisor       | 1       | Insufficient Data |                  |              |                |
| 26 | Administrative Services | Parking Maintenance Worker           | 1       | Insufficient Data |                  |              |                |
| 27 | Administrative Services | Payroll Manager                      | 8       | \$71,182.70       | \$87,328.01      | \$103,473.32 | 45%            |
| 28 | Administrative Services | Payroll/Pension Administrator        | 8       | \$50,033.06       | \$67,037.19      | \$81,428.55  | 63%            |
| 29 | City Clerk's Office     | City Clerk                           | 3       | \$71,113.83       | \$86,620.39      | \$94,785.72  | 33%            |
| 30 | City Clerk's Office     | Deputy City Clerk                    | 7       | \$60,438.34       | \$73,518.34      | \$87,346.83  | 45%            |
| 31 | City Manager            | Assistant to the City Manager        | 11      | \$72,293.75       | \$87,752.42      | \$103,211.08 | 43%            |
| 32 | City Manager            | City Manager                         | 5       | \$176,002.30      | \$222,084.09     | \$281,618.11 | 60%            |
| 33 | City Manager            | Economic Development Manager         | 8       | \$87,251.08       | \$106,926.69     | \$120,011.29 | 38%            |
| 34 | City Manager            | Economic Development Specialist      | 7       | \$65,941.70       | \$79,906.26      | \$100,133.14 | 52%            |
| 35 | City Manager            | Accountant                           | 14      | \$60,078.89       | \$75,019.04      | \$89,745.46  | 49%            |
| 36 | City Manager            | Accounting Manager                   | 9       | \$77,980.43       | \$96,109.58      | \$114,685.00 | 47%            |
| 37 | City Manager            | Accounts Payable Coordinator         | 8       | \$55,289.34       | \$66,925.61      | \$79,607.51  | 44%            |
| 38 | City Manager            | Chief Financial Officer / Treasurer  | 14      | \$127,996.16      | \$154,504.65     | \$211,219.07 | 65%            |
| 39 | City Manager            | Financial Analyst                    | 12      | \$68,810.40       | \$87,077.52      | \$106,353.02 | 55%            |
| 40 | City Manager            | Purchasing Manager                   | 8       | \$85,196.66       | \$105,572.11     | \$123,311.86 | 45%            |
| 41 | City Manager            | Purchasing Specialist                | 7       | \$54,946.64       | \$72,585.04      | \$91,646.78  | 67%            |
| 42 | City Manager            | Revenue/Tax Assessment Reviewer      | 3       | \$49,525.98       | \$71,471.57      | \$93,417.16  | 89%            |
| 43 | City Manager            | Mayor's Assistant                    | 8       | \$54,171.91       | \$69,277.93      | \$78,442.03  | 45%            |
| 44 | City Manager            | Policy Coordinator                   | 1       | Insufficient Data |                  |              |                |
| 45 | City Manager            | Broadcast Operations Coordinator     | 6       | \$50,106.69       | \$63,459.12      | \$80,323.37  | 60%            |
| 46 | City Manager            | Communications Manager               | 12      | \$90,078.11       | \$108,103.97     | \$130,372.30 | 45%            |

## Attachment 1 - Market Results

| #  | Department                | Benchmark Position                           | Matches | Avg Minimum       | Average Midpoint | Avg Maximum  | % Range Spread |
|----|---------------------------|--|---------|-------------------|------------------|--------------|----------------|
| 47 | City Manager              | Revenue Supervisor                           | 3       | \$64,084.01       | \$79,979.92      | \$95,875.83  | 50%            |
| 48 | City Manager              | Sustainability & Resilience Coordinator      | 2       | Insufficient Data |                  |              |                |
| 49 | Community Development     | Building Construction Inspection Supervisor  | 8       | \$66,999.08       | \$82,616.42      | \$99,789.35  | 49%            |
| 50 | Community Development     | Electrical Inspector II                      | 7       | \$64,022.32       | \$81,227.59      | \$96,686.22  | 51%            |
| 51 | Community Development     | Permit Services Specialist                   | 9       | \$48,319.75       | \$60,348.06      | \$72,376.38  | 50%            |
| 52 | Community Development     | Plumbing/Mechanical Inspector                | 8       | \$69,853.46       | \$84,648.29      | \$98,060.74  | 40%            |
| 53 | Community Development     | Community Development Director               | 12      | \$109,698.22      | \$142,604.18     | \$165,206.68 | 51%            |
| 54 | Community Development     | Transportation & Mobility Coordinator        | 4       | \$62,461.13       | \$79,347.88      | \$96,234.63  | 54%            |
| 55 | Community Development     | Grants Compliance Specialist                 | 4       | \$64,795.08       | \$78,516.44      | \$92,237.81  | 42%            |
| 56 | Community Development     | Housing & Economic Development Analyst       | 5       | \$61,936.08       | \$83,383.62      | \$93,863.19  | 52%            |
| 57 | Community Development     | Housing & Grants Manager                     | 5       | \$76,996.92       | \$94,716.39      | \$111,350.32 | 45%            |
| 58 | Community Development     | Neighborhood & Landuse Planner               | 7       | \$72,862.35       | \$88,305.10      | \$105,901.65 | 45%            |
| 59 | Community Development     | Planner                                      | 11      | \$65,449.43       | \$79,933.41      | \$98,282.28  | 50%            |
| 60 | Community Development     | Zoning Administrator                         | 8       | \$69,634.87       | \$86,289.75      | \$95,265.25  | 37%            |
| 61 | Community Development     | Property Maintenance Inspector               | 9       | \$63,861.77       | \$74,199.16      | \$87,957.77  | 38%            |
| 62 | Community Development     | Property Maintenance Supervisor              | 6       | \$75,850.40       | \$90,275.70      | \$104,844.26 | 38%            |
| 63 | Fire                      | Fire Captain                                 | 5       | \$100,386.36      | \$116,050.79     | \$121,550.30 | 21%            |
| 64 | Fire                      | Fire Chief                                   | 12      | \$125,500.13      | \$161,135.65     | \$186,547.71 | 49%            |
| 65 | Fire                      | Fire Deputy Chief                            | 11      | \$110,910.69      | \$138,193.93     | \$154,040.35 | 39%            |
| 66 | Fire                      | Fire Division Chief                          | 2       | Insufficient Data |                  |              |                |
| 67 | Fire                      | Fire Shift Chief                             | 0       | Insufficient Data |                  |              |                |
| 68 | Fire                      | Firefighter/Paramedic                        | 11      | \$77,530.13       | \$95,651.37      | \$111,667.71 | 44%            |
| 69 | Fire                      | Administrative Assistant                     | 11      | \$48,014.29       | \$58,867.20      | \$69,413.25  | 45%            |
| 70 | Health and Human Services | Community Health Specialist                  | 3       | \$53,786.03       | \$65,170.81      | \$76,555.59  | 42%            |
| 71 | Health and Human Services | Human Services Advocate                      | 5       | \$55,140.40       | \$74,085.55      | \$82,099.67  | 49%            |
| 72 | Health and Human Services | Human Services Manager                       | 2       | Insufficient Data |                  |              |                |
| 73 | Health and Human Services | Communicable Disease Surveillance Specialist | 4       | \$67,380.77       | \$82,542.19      | \$97,703.61  | 45%            |
| 74 | Health and Human Services | Environmental Health Practitioner I          | 6       | \$61,981.77       | \$75,606.09      | \$89,230.41  | 44%            |
| 75 | Health and Human Services | Environmental Health Practitioner II         | 1       | Insufficient Data |                  |              |                |
| 76 | Health and Human Services | Health Licensing Coordinator                 | 1       | Insufficient Data |                  |              |                |
| 77 | Health and Human Services | Public Health Manager                        | 3       | \$79,746.08       | \$95,722.98      | \$111,699.87 | 40%            |
| 78 | Health and Human Services | Public Health Preparedness Specialist        | 5       | \$62,243.04       | \$77,538.13      | \$92,833.22  | 49%            |
| 79 | Health and Human Services | Health Director                              | 6       | \$116,182.78      | \$133,219.83     | \$161,723.26 | 39%            |
| 80 | Health and Human Services | Community Services Manager                   | 5       | \$71,003.05       | \$89,181.67      | \$110,824.39 | 56%            |
| 81 | Health and Human Services | Outreach Supervisor                          | 0       | Insufficient Data |                  |              |                |
| 82 | Health and Human Services | Outreach Worker                              | 2       | Insufficient Data |                  |              |                |
| 83 | Law                       | Assistant City Attorney                      | 4       | \$84,181.33       | \$105,861.63     | \$127,541.93 | 52%            |
| 84 | Law                       | City Attorney                                | 6       | \$132,932.57      | \$157,681.87     | \$193,088.68 | 45%            |
| 85 | Law                       | Deputy City Attorney                         | 4       | \$101,021.60      | \$121,235.00     | \$150,836.14 | 49%            |
| 86 | Law                       | Paralegal                                    | 9       | \$53,764.62       | \$68,367.09      | \$84,215.58  | 57%            |
| 87 | Library                   | Access Manager                               | 0       | Insufficient Data |                  |              |                |
| 88 | Library                   | Assistant Circulation Manager                | 0       | Insufficient Data |                  |              |                |
| 89 | Library                   | Collection Development Manager               | 0       | Insufficient Data |                  |              |                |
| 90 | Library                   | Community Engagement Manager                 | 0       | Insufficient Data |                  |              |                |
| 91 | Library                   | Facilities Manager                           | 4       | \$75,764.85       | \$104,900.86     | \$134,036.87 | 77%            |
| 92 | Library                   | Librarian I                                  | 4       | \$45,723.97       | \$64,314.82      | \$82,905.67  | 81%            |

## Attachment 1 - Market Results

| #   | Department                     | Benchmark Position                   | Matches | Avg Minimum       | Average Midpoint | Avg Maximum  | % Range Spread |
|-----|--------------------------------|--------------------------------------|---------|-------------------|------------------|--------------|----------------|
| 93  | Library                        | Librarian II                         | 2       | Insufficient Data |                  |              |                |
| 94  | Library                        | Library Assistant                    | 4       | \$35,819.23       | \$46,224.89      | \$56,630.54  | 58%            |
| 95  | Library                        | Library Clerk                        | 2       | Insufficient Data |                  |              |                |
| 96  | Library                        | Library Director                     | 2       | Insufficient Data |                  |              |                |
| 97  | Library                        | Library Office Coordinator           | 0       | Insufficient Data |                  |              |                |
| 98  | Library                        | Library Security Monitor             | 0       | Insufficient Data |                  |              |                |
| 99  | Library                        | Library Services Coordinator         | 1       | Insufficient Data |                  |              |                |
| 100 | Library                        | Library Supervisor                   | 1       | Insufficient Data |                  |              |                |
| 101 | Library                        | Teen Engagement Coordinator          | 1       | Insufficient Data |                  |              |                |
| 102 | Multiple                       | Administrative Coordinator           | 7       | \$48,717.89       | \$61,906.74      | \$72,959.47  | 50%            |
| 103 | Multiple                       | Administrative Lead                  | 6       | \$52,281.04       | \$65,732.15      | \$80,169.76  | 53%            |
| 104 | Multiple                       | Community Engagement Coordinator     | 5       | \$57,280.74       | \$70,947.45      | \$92,707.76  | 62%            |
| 105 | Multiple                       | Custodian I                          | 5       | \$47,878.70       | \$58,283.69      | \$69,294.70  | 45%            |
| 106 | Multiple                       | Custodian II                         | 4       | \$52,881.10       | \$64,010.73      | \$75,140.36  | 42%            |
| 107 | Multiple                       | Customer Service Representative      | 9       | \$43,162.77       | \$53,606.37      | \$64,665.87  | 50%            |
| 108 | Multiple                       | Management Analyst                   | 12      | \$63,970.76       | \$78,908.73      | \$96,814.50  | 51%            |
| 109 | Non-Department/Risk Management | Administrative Secretary             | 7       | \$46,643.81       | \$57,736.57      | \$68,762.04  | 47%            |
| 110 | Parks, Rec & Comm Serv         | Assistant Program Coordinator        | 0       | Insufficient Data |                  |              |                |
| 111 | Parks, Rec & Comm Serv         | Bus Driver                           | 4       | \$37,207.73       | \$49,033.59      | \$60,859.45  | 64%            |
| 112 | Parks, Rec & Comm Serv         | Clerk II                             | 2       | Insufficient Data |                  |              |                |
| 113 | Parks, Rec & Comm Serv         | Clerk III                            | 2       | Insufficient Data |                  |              |                |
| 114 | Parks, Rec & Comm Serv         | Facilities Supervisor                | 4       | \$68,060.74       | \$106,493.04     | \$132,367.60 | 94%            |
| 115 | Parks, Rec & Comm Serv         | Office Assistant                     | 3       | \$39,241.27       | \$51,198.06      | \$58,269.52  | 48%            |
| 116 | Parks, Rec & Comm Serv         | Office Coordinator                   | 3       | \$49,648.72       | \$68,748.48      | \$77,125.80  | 55%            |
| 117 | Parks, Rec & Comm Serv         | Program Coordinator                  | 3       | \$54,620.18       | \$67,723.42      | \$80,826.65  | 48%            |
| 118 | Parks, Rec & Comm Serv         | Program Supervisor                   | 4       | \$58,390.36       | \$70,712.73      | \$83,035.10  | 42%            |
| 119 | Parks, Rec & Comm Serv         | Recreation Manager                   | 3       | \$75,010.09       | \$89,088.80      | \$103,167.51 | 38%            |
| 120 | Parks, Rec & Comm Serv         | Recreation Support Specialist        | 2       | Insufficient Data |                  |              |                |
| 121 | Police                         | Assistant Communications Coordinator | 4       | \$78,361.48       | \$95,061.31      | \$111,007.21 | 42%            |
| 122 | Police                         | Communications Coordinator           | 7       | \$83,431.50       | \$107,507.10     | \$119,929.62 | 44%            |
| 123 | Police                         | Crime Analyst                        | 6       | \$64,204.73       | \$82,058.92      | \$99,835.28  | 55%            |
| 124 | Police                         | Deputy Chief                         | 12      | \$121,918.14      | \$147,831.51     | \$169,857.55 | 39%            |
| 125 | Police                         | Finance Manager, Police              | 3       | \$83,512.25       | \$104,898.34     | \$126,284.44 | 51%            |
| 126 | Police                         | Police Chief                         | 12      | \$133,867.13      | \$171,740.26     | \$198,984.33 | 49%            |
| 127 | Police                         | Police Commander                     | 9       | \$114,457.70      | \$140,219.92     | \$155,468.67 | 36%            |
| 128 | Police                         | Police Officer                       | 15      | \$68,365.96       | \$86,719.61      | \$102,111.88 | 49%            |
| 129 | Police                         | Police Sergeant                      | 13      | \$104,994.57      | \$119,487.92     | \$132,584.40 | 26%            |
| 130 | Police                         | Property Officer                     | 6       | \$51,246.38       | \$63,448.54      | \$75,322.46  | 47%            |
| 131 | Police                         | Records Coordinator                  | 8       | \$65,954.79       | \$82,916.19      | \$98,431.78  | 49%            |
| 132 | Police                         | Review Officer                       | 7       | \$46,217.44       | \$55,167.09      | \$66,443.73  | 44%            |
| 133 | Police                         | Service Desk Officer I               | 4       | \$43,767.82       | \$55,496.39      | \$67,224.97  | 54%            |
| 134 | Police                         | Service Desk Officer II              | 3       | \$49,800.21       | \$63,468.18      | \$77,136.15  | 55%            |
| 135 | Police                         | Telecommunicator                     | 6       | \$64,458.00       | \$74,948.67      | \$90,406.41  | 40%            |
| 136 | Public Works Agency            | Architect                            | 3       | \$65,603.56       | \$90,548.37      | \$115,493.19 | 76%            |
| 137 | Public Works Agency            | Capital Planning Bureau Chief        | 6       | \$106,532.75      | \$122,813.74     | \$147,340.91 | 38%            |
| 138 | Public Works Agency            | Civil Engineer II                    | 13      | \$74,388.26       | \$90,316.01      | \$108,124.80 | 45%            |

## Attachment 1 - Market Results

| #   | Department          | Benchmark Position                      | Matches | Avg Minimum       | Average Midpoint | Avg Maximum  | % Range Spread |
|-----|---------------------|---|---------|-------------------|------------------|--------------|----------------|
| 139 | Public Works Agency | Civil Engineer III                      | 6       | \$84,373.41       | \$102,078.06     | \$119,782.71 | 42%            |
| 140 | Public Works Agency | Engineering Associate                   | 7       | \$51,327.27       | \$64,473.92      | \$71,433.86  | 39%            |
| 141 | Public Works Agency | Traffic Engineering Technician          | 7       | \$64,969.95       | \$79,730.54      | \$90,723.00  | 40%            |
| 142 | Public Works Agency | Environmental Services Coordinator      | 4       | \$72,291.00       | \$85,807.46      | \$99,323.92  | 37%            |
| 143 | Public Works Agency | Forestry Supervisor/Arborist            | 6       | \$75,081.89       | \$91,653.46      | \$106,709.90 | 42%            |
| 144 | Public Works Agency | Parks/Forestry Crew Leader              | 3       | \$48,598.03       | \$72,935.55      | \$67,859.15  | 40%            |
| 145 | Public Works Agency | Parks/Forestry Worker                   | 6       | \$60,797.12       | \$71,136.57      | \$81,476.01  | 34%            |
| 146 | Public Works Agency | General Tradesman                       | 0       | Insufficient Data |                  |              |                |
| 147 | Public Works Agency | Greenway Supervisor                     | 0       | Insufficient Data |                  |              |                |
| 148 | Public Works Agency | Greenway Worker                         | 3       | \$34,012.65       | \$47,950.01      | \$47,058.05  | 38%            |
| 149 | Public Works Agency | Greenways Crew Leader                   | 1       | Insufficient Data |                  |              |                |
| 150 | Public Works Agency | Equipment Operator I                    | 4       | \$55,528.24       | \$65,707.22      | \$77,509.16  | 40%            |
| 151 | Public Works Agency | Equipment Operator II                   | 3       | \$65,771.04       | \$74,709.32      | \$89,703.47  | 36%            |
| 152 | Public Works Agency | Equipment Operator III                  | 3       | \$61,428.78       | \$79,804.62      | \$98,678.31  | 61%            |
| 153 | Public Works Agency | GIS / Engineering Technician            | 8       | \$58,815.26       | \$71,256.57      | \$87,356.60  | 49%            |
| 154 | Public Works Agency | Project Management Supervisor           | 4       | \$88,310.11       | \$98,709.09      | \$116,196.92 | 32%            |
| 155 | Public Works Agency | Public Works Crew Leader                | 5       | \$78,907.18       | \$90,885.91      | \$107,894.37 | 37%            |
| 156 | Public Works Agency | Public Works Maintenance Worker I       | 8       | \$54,680.94       | \$63,958.41      | \$76,821.19  | 40%            |
| 157 | Public Works Agency | Public Works Maintenance Worker II      | 6       | \$60,745.66       | \$72,977.50      | \$85,209.34  | 40%            |
| 158 | Public Works Agency | Public Works Maintenance Worker III     | 4       | \$64,595.06       | \$76,991.55      | \$89,388.04  | 38%            |
| 159 | Public Works Agency | Senior Project Manager                  | 8       | \$79,339.65       | \$100,696.21     | \$113,786.21 | 43%            |
| 160 | Public Works Agency | Plumbing Inspector                      | 5       | \$66,616.28       | \$80,192.78      | \$93,769.29  | 41%            |
| 161 | Public Works Agency | Public Works Director                   | 11      | \$128,382.90      | \$168,189.99     | \$185,033.91 | 44%            |
| 162 | Public Works Agency | Sanitation Supervisor                   | 4       | \$86,545.31       | \$101,877.35     | \$117,209.39 | 35%            |
| 163 | Public Works Agency | Senior Sewer Supervisor                 | 5       | \$91,045.97       | \$111,933.92     | \$124,677.31 | 37%            |
| 164 | Public Works Agency | Solid Waste Coordinator                 | 2       | Insufficient Data |                  |              |                |
| 165 | Public Works Agency | Public Services Bureau Chief            | 4       | \$101,959.18      | \$124,624.87     | \$140,711.35 | 38%            |
| 166 | Public Works Agency | Streets Supervisor                      | 6       | \$88,553.06       | \$104,956.60     | \$125,723.90 | 42%            |
| 167 | Public Works Agency | Traffic Electrician                     | 4       | \$56,312.55       | \$81,680.26      | \$80,981.95  | 44%            |
| 168 | Public Works Agency | Traffic Operations Supervisor           | 5       | \$64,812.58       | \$98,964.94      | \$111,899.04 | 73%            |
| 169 | Public Works Agency | Chemist                                 | 7       | \$60,520.53       | \$81,094.40      | \$97,814.85  | 62%            |
| 170 | Public Works Agency | Customer Service/Water Bill Coordinator | 9       | \$51,697.87       | \$64,010.08      | \$72,383.72  | 40%            |
| 171 | Public Works Agency | Microbiologist                          | 4       | \$58,668.03       | \$73,721.79      | \$101,080.10 | 72%            |
| 172 | Public Works Agency | PW Division Chief, Filtration           | 2       | Insufficient Data |                  |              |                |
| 173 | Public Works Agency | PW Division Chief, Pumping              | 0       | Insufficient Data |                  |              |                |
| 174 | Public Works Agency | Water Distribution Supervisor           | 9       | \$81,602.52       | \$100,275.69     | \$117,307.09 | 44%            |
| 175 | Public Works Agency | Water Plant Operator                    | 6       | \$66,505.09       | \$78,374.69      | \$89,816.22  | 35%            |
| 176 | Public Works Agency | Water Production Bureau Chief           | 3       | \$104,423.40      | \$143,832.66     | \$143,830.27 | 38%            |
| 177 | Public Works Agency | Water Worker I                          | 5       | \$51,527.39       | \$66,594.46      | \$81,995.62  | 59%            |
| 178 | Public Works Agency | Water Worker III                        | 5       | \$60,111.81       | \$73,542.11      | \$84,073.65  | 40%            |
| 179 | Public Works Agency | Water/Sewer Crew Leader                 | 3       | \$68,339.94       | \$82,077.17      | \$95,814.40  | 40%            |
| 180 | Public Works Agency | Water/Sewer Mechanic                    | 4       | \$73,392.30       | \$86,074.98      | \$98,757.66  | 35%            |

## Attachment 2 - Market Comparison

| Department              | Position Title                              | Current Midpoint | 95% of Mkt        | + / (-) Mkt | Avg. Midpoint | + / (-) Mkt | 105% of Mkt  | + / (-) Mkt |
|-------------------------|---|------------------|-------------------|-------------|---------------|-------------|--------------|-------------|
| Administrative Services | Administrative Services Director            | \$157,705.34     | \$138,704.56      | ▼(12.0%)    | \$146,004.80  | ▼(7.4%)     | \$153,305.04 | ▼(2.8%)     |
| Administrative Services | Facilities Maintenance Worker I             | \$62,641.28      | \$55,542.61       | ▼(11.3%)    | \$58,465.90   | ▼(6.7%)     | \$61,389.20  | ▼(2.0%)     |
| Administrative Services | Facilities Maintenance Worker III           | \$81,490.24      | \$66,402.89       | ▼(18.5%)    | \$69,897.78   | ▼(14.2%)    | \$73,392.67  | ▼(9.9%)     |
| Administrative Services | FFM Assistant                               | \$61,146.15      | \$54,538.42       | ▼(10.8%)    | \$57,408.86   | ▼(6.1%)     | \$60,279.30  | ▼(1.4%)     |
| Administrative Services | FFM Equipment Mechanic                      | \$73,963.76      | \$77,496.26       | ▲4.8%       | \$81,575.01   | ▲10.3%      | \$85,653.76  | ▲15.8%      |
| Administrative Services | FFM Lead Mechanic                           | \$79,643.20      | \$83,601.33       | ▲5.0%       | \$88,001.40   | ▲10.5%      | \$92,401.47  | ▲16.0%      |
| Administrative Services | FFM Manager                                 | \$104,367.00     | \$90,909.22       | ▼(12.9%)    | \$95,693.92   | ▼(8.3%)     | \$100,478.62 | ▼(3.7%)     |
| Administrative Services | FFM Master Tradesman                        | \$82,238.86      | Insufficient data |             |               |             |              |             |
| Administrative Services | FFM Supervisor                              | \$100,562.00     | \$89,161.88       | ▼(11.3%)    | \$93,854.61   | ▼(6.7%)     | \$98,547.34  | ▼(2.0%)     |
| Administrative Services | Benefits Coordinator                        | \$78,894.08      | \$71,438.01       | ▼(9.5%)     | \$75,197.90   | ▼(4.7%)     | \$78,957.80  | ▲0.1%       |
| Administrative Services | Human Resources Assistant                   | \$72,781.80      | \$58,386.55       | ▼(19.8%)    | \$61,459.52   | ▼(15.6%)    | \$64,532.50  | ▼(11.3%)    |
| Administrative Services | Human Resources Director                    | \$129,861.96     | \$127,944.99      | ▼(1.5%)     | \$134,678.93  | ▲3.7%       | \$141,412.88 | ▲8.9%       |
| Administrative Services | Human Resources Specialist                  | \$75,678.53      | \$72,158.16       | ▼(4.7%)     | \$75,955.96   | ▲0.4%       | \$79,753.75  | ▲5.4%       |
| Administrative Services | Safety & Workers' Comp Manager              | \$98,199.47      | \$94,579.12       | ▼(3.7%)     | \$99,556.97   | ▲1.4%       | \$104,534.82 | ▲6.5%       |
| Administrative Services | Chief Information Security Officer          | \$157,705.34     | \$144,532.12      | ▼(8.4%)     | \$152,139.08  | ▼(3.5%)     | \$159,746.03 | ▲1.3%       |
| Administrative Services | GIS Analyst                                 | \$86,492.25      | \$76,104.23       | ▼(12.0%)    | \$80,109.72   | ▼(7.4%)     | \$84,115.21  | ▼(2.7%)     |
| Administrative Services | IT Service Delivery Manager                 | \$98,199.47      | \$104,404.80      | ▲6.3%       | \$109,899.79  | ▲11.9%      | \$115,394.78 | ▲17.5%      |
| Administrative Services | Network Engineer                            | \$91,419.50      | \$88,850.06       | ▼(2.8%)     | \$93,526.38   | ▲2.3%       | \$98,202.70  | ▲7.4%       |
| Administrative Services | Programmer Analyst                          | \$91,670.57      | \$80,111.73       | ▼(12.6%)    | \$84,328.13   | ▼(8.0%)     | \$88,544.54  | ▼(3.4%)     |
| Administrative Services | Public Safety Technology Coordinator        | \$77,746.00      | \$74,867.44       | ▼(3.7%)     | \$78,807.83   | ▲1.4%       | \$82,748.23  | ▲6.4%       |
| Administrative Services | Systems Administrator                       | \$94,878.73      | \$88,753.50       | ▼(6.5%)     | \$93,424.73   | ▼(1.5%)     | \$98,095.97  | ▲3.4%       |
| Administrative Services | Tech Support Specialist I                   | \$67,140.50      | \$67,512.27       | ▲0.6%       | \$71,065.55   | ▲5.8%       | \$74,618.83  | ▲11.1%      |
| Administrative Services | Parking Division Manager                    | \$132,783.84     | Insufficient data |             |               |             |              |             |
| Administrative Services | Parking Enforcement Officer                 | \$65,569.92      | \$50,460.48       | ▼(23.0%)    | \$53,116.29   | ▼(19.0%)    | \$55,772.11  | ▼(14.9%)    |
| Administrative Services | Parking Enforcement Supervisor              | \$104,367.01     | Insufficient data |             |               |             |              |             |
| Administrative Services | Parking Maintenance Worker                  | \$68,863.60      | Insufficient data |             |               |             |              |             |
| Administrative Services | Payroll Manager                             | \$104,640.01     | \$82,961.61       | ▼(20.7%)    | \$87,328.01   | ▼(16.5%)    | \$91,694.41  | ▼(12.4%)    |
| Administrative Services | Payroll/Pension Administrator               | \$79,838.85      | \$63,685.33       | ▼(20.2%)    | \$67,037.19   | ▼(16.0%)    | \$70,389.05  | ▼(11.8%)    |
| City Clerk's Office     | City Clerk                                  | \$41,621.78      | \$82,289.37       | ▲97.7%      | \$86,620.39   | ▲108.1%     | \$90,951.41  | ▲118.5%     |
| City Clerk's Office     | Deputy City Clerk                           | \$52,084.50      | \$69,842.43       | ▲34.1%      | \$73,518.34   | ▲41.2%      | \$77,194.26  | ▲48.2%      |
| City Manager            | Assistant to the City Manager               | \$77,183.92      | \$83,364.80       | ▲8.0%       | \$87,752.42   | ▲13.7%      | \$92,140.04  | ▲19.4%      |
| City Manager            | City Manager                                | \$225,000.00     | \$210,979.89      | ▼(6.2%)     | \$222,084.09  | ▼(1.3%)     | \$233,188.29 | ▲3.6%       |
| City Manager            | Economic Development Manager                | \$102,136.25     | \$101,580.36      | ▼(0.5%)     | \$106,926.69  | ▲4.7%       | \$112,273.03 | ▲9.9%       |
| City Manager            | Economic Development Specialist             | \$69,741.75      | \$75,910.95       | ▲8.8%       | \$79,906.26   | ▲14.6%      | \$83,901.58  | ▲20.3%      |
| City Manager            | Accountant                                  | \$75,046.40      | \$71,268.09       | ▼(5.0%)     | \$75,019.04   | ▼(0.0%)     | \$78,769.99  | ▲5.0%       |
| City Manager            | Accounting Manager                          | \$97,252.50      | \$91,304.10       | ▼(6.1%)     | \$96,109.58   | ▼(1.2%)     | \$100,915.05 | ▲3.8%       |
| City Manager            | Accounts Payable Coordinator                | \$76,885.98      | \$63,579.33       | ▼(17.3%)    | \$66,925.61   | ▼(13.0%)    | \$70,271.89  | ▼(8.6%)     |
| City Manager            | Chief Financial Officer / Treasurer         | \$146,954.50     | \$146,779.42      | ▼(0.1%)     | \$154,504.65  | ▲5.1%       | \$162,229.88 | ▲10.4%      |
| City Manager            | Financial Analyst                           | \$88,328.45      | \$82,723.64       | ▼(6.3%)     | \$87,077.52   | ▼(1.4%)     | \$91,431.40  | ▲3.5%       |
| City Manager            | Purchasing Manager                          | \$90,385.00      | \$100,293.51      | ▲11.0%      | \$105,572.11  | ▲16.8%      | \$110,850.72 | ▲22.6%      |
| City Manager            | Purchasing Specialist                       | \$77,034.75      | \$68,955.79       | ▼(10.5%)    | \$72,585.04   | ▼(5.8%)     | \$76,214.29  | ▼(1.1%)     |
| City Manager            | Revenue/Tax Assessment Reviewer             | \$66,885.98      | \$67,897.99       | ▲1.5%       | \$71,471.57   | ▲6.9%       | \$75,045.15  | ▲12.2%      |
| City Manager            | Mayor's Assistant                           | \$71,200.50      | \$65,814.03       | ▼(7.6%)     | \$69,277.93   | ▼(2.7%)     | \$72,741.83  | ▲2.2%       |
| City Manager            | Policy Coordinator                          | \$86,621.00      | Insufficient data |             |               |             |              |             |
| City Manager            | Broadcast Operations Coordinator            | \$75,367.50      | \$60,286.16       | ▼(20.0%)    | \$63,459.12   | ▼(15.8%)    | \$66,632.07  | ▼(11.6%)    |
| City Manager            | Communications Manager                      | \$94,619.00      | \$102,698.77      | ▲8.5%       | \$108,103.97  | ▲14.3%      | \$113,509.17 | ▲20.0%      |
| City Manager            | Revenue Supervisor                          | \$78,127.53      | \$75,980.92       | ▼(2.7%)     | \$79,979.92   | ▲2.4%       | \$83,978.91  | ▲7.5%       |
| City Manager            | Sustainability & Resilience Coordinator     | \$96,038.60      | Insufficient data |             |               |             |              |             |
| Community Development   | Building Construction Inspection Supervisor | \$63,443.25      | \$78,485.60       | ▲23.7%      | \$82,616.42   | ▲30.2%      | \$86,747.24  | ▲36.7%      |
| Community Development   | Electrical Inspector II                     | \$78,894.08      | \$77,166.21       | ▼(2.2%)     | \$81,227.59   | ▲3.0%       | \$85,288.97  | ▲8.1%       |
| Community Development   | Permit Services Specialist                  | \$67,782.00      | \$57,330.66       | ▼(15.4%)    | \$60,348.06   | ▼(11.0%)    | \$63,365.47  | ▼(6.5%)     |
| Community Development   | Plumbing/Mechanical Inspector               | \$72,781.80      | \$80,415.87       | ▲10.5%      | \$84,648.29   | ▲16.3%      | \$88,880.70  | ▲22.1%      |
| Community Development   | Community Development Director              | \$130,403.00     | \$135,473.97      | ▲3.9%       | \$142,604.18  | ▲9.4%       | \$149,734.39 | ▲14.8%      |

## Attachment 2 - Market Comparison

| Department                | Position Title                               | Current Midpoint | 95% of Mkt        | + / (-) Mkt | Avg. Midpoint | + / (-) Mkt | 105% of Mkt  | + / (-) Mkt |
|---------------------------|--|------------------|-------------------|-------------|---------------|-------------|--------------|-------------|
| Community Development     | Transportation & Mobility Coordinator        | \$75,534.50      | \$75,380.49       | ▼(0.2%)     | \$79,347.88   | ▲5.0%       | \$83,315.28  | ▲10.3%      |
| Community Development     | Grants Compliance Specialist                 | \$82,276.35      | \$74,590.62       | ▼(9.3%)     | \$78,516.44   | ▼(4.6%)     | \$82,442.27  | ▲0.2%       |
| Community Development     | Housing & Economic Development Analyst       | \$78,894.08      | \$79,214.44       | ▲0.4%       | \$83,383.62   | ▲5.7%       | \$87,552.80  | ▲11.0%      |
| Community Development     | Housing & Grants Manager                     | \$104,367.01     | \$89,980.57       | ▼(13.8%)    | \$94,716.39   | ▼(9.2%)     | \$99,452.21  | ▼(4.7%)     |
| Community Development     | Neighborhood & Landuse Planner               | \$89,280.75      | \$83,889.84       | ▼(6.0%)     | \$88,305.10   | ▼(1.1%)     | \$92,720.35  | ▲3.9%       |
| Community Development     | Planner                                      | \$75,678.53      | \$75,936.74       | ▲0.3%       | \$79,933.41   | ▲5.6%       | \$83,930.08  | ▲10.9%      |
| Community Development     | Zoning Administrator                         | \$96,566.93      | \$81,975.26       | ▼(15.1%)    | \$86,289.75   | ▼(10.6%)    | \$90,604.24  | ▼(6.2%)     |
| Community Development     | Property Maintenance Inspector               | \$72,781.80      | \$70,489.21       | ▼(3.1%)     | \$74,199.16   | ▲1.9%       | \$77,909.12  | ▲7.0%       |
| Community Development     | Property Maintenance Supervisor              | \$98,199.47      | \$85,761.91       | ▼(12.7%)    | \$90,275.70   | ▼(8.1%)     | \$94,789.48  | ▼(3.5%)     |
| Fire                      | Fire Captain                                 | \$104,433.63     | \$110,248.25      | ▲5.6%       | \$116,050.79  | ▲11.1%      | \$121,853.33 | ▲16.7%      |
| Fire                      | Fire Chief                                   | \$157,705.34     | \$153,078.87      | ▼(2.9%)     | \$161,135.65  | ▲2.2%       | \$169,192.43 | ▲7.3%       |
| Fire                      | Fire Deputy Chief                            | \$142,241.31     | \$131,284.24      | ▼(7.7%)     | \$138,193.93  | ▼(2.8%)     | \$145,103.63 | ▲2.0%       |
| Fire                      | Fire Division Chief                          | \$120,729.74     | Insufficient data |             |               |             |              |             |
| Fire                      | Fire Shift Chief                             | \$120,181.52     | Insufficient data |             |               |             |              |             |
| Fire                      | Firefighter/Paramedic                        | \$82,969.81      | \$90,868.80       | ▲9.5%       | \$95,651.37   | ▲15.3%      | \$100,433.93 | ▲21.0%      |
| Fire                      | Administrative Assistant                     | \$65,705.25      | \$55,923.84       | ▼(14.9%)    | \$58,867.20   | ▼(10.4%)    | \$61,810.56  | ▼(5.9%)     |
| Health and Human Services | Community Health Specialist                  | \$79,885.40      | \$61,912.27       | ▼(22.5%)    | \$65,170.81   | ▼(18.4%)    | \$68,429.35  | ▼(14.3%)    |
| Health and Human Services | Human Services Advocate                      | \$75,678.53      | \$70,381.27       | ▼(7.0%)     | \$74,085.55   | ▼(2.1%)     | \$77,789.83  | ▲2.8%       |
| Health and Human Services | Human Services Manager                       | \$104,367.01     | Insufficient data |             |               |             |              |             |
| Health and Human Services | Communicable Disease Surveillance Specialist | \$73,825.05      | \$78,415.08       | ▲6.2%       | \$82,542.19   | ▲11.8%      | \$86,669.30  | ▲17.4%      |
| Health and Human Services | Environmental Health Practitioner I          | \$73,825.05      | \$71,825.79       | ▼(2.7%)     | \$75,606.09   | ▲2.4%       | \$79,386.40  | ▲7.5%       |
| Health and Human Services | Environmental Health Practitioner II         | \$82,275.38      | Insufficient data |             |               |             |              |             |
| Health and Human Services | Health Licensing Coordinator                 | \$64,238.85      | Insufficient data |             |               |             |              |             |
| Health and Human Services | Public Health Manager                        | \$95,345.50      | \$90,936.83       | ▼(4.6%)     | \$95,722.98   | ▲0.4%       | \$100,509.13 | ▲5.4%       |
| Health and Human Services | Public Health Preparedness Specialist        | \$74,439.50      | \$73,661.22       | ▼(1.0%)     | \$77,538.13   | ▲4.2%       | \$81,415.04  | ▲9.4%       |
| Health and Human Services | Health Director                              | \$157,705.34     | \$126,558.84      | ▼(19.7%)    | \$133,219.83  | ▼(15.5%)    | \$139,880.82 | ▼(11.3%)    |
| Health and Human Services | Community Services Manager                   | \$98,199.47      | \$84,722.59       | ▼(13.7%)    | \$89,181.67   | ▼(9.2%)     | \$93,640.75  | ▼(4.6%)     |
| Health and Human Services | Outreach Supervisor                          | \$96,038.60      | Insufficient data |             |               |             |              |             |
| Health and Human Services | Outreach Worker                              | \$66,885.98      | Insufficient data |             |               |             |              |             |
| Law                       | Assistant City Attorney                      | \$92,745.93      | \$100,568.55      | ▲8.4%       | \$105,861.63  | ▲14.1%      | \$111,154.71 | ▲19.8%      |
| Law                       | City Attorney                                | \$154,235.05     | \$149,797.77      | ▼(2.9%)     | \$157,681.87  | ▲2.2%       | \$165,565.96 | ▲7.3%       |
| Law                       | Deputy City Attorney                         | \$121,227.44     | \$115,173.25      | ▼(5.0%)     | \$121,235.00  | ▲0.0%       | \$127,296.75 | ▲5.0%       |
| Law                       | Paralegal                                    | \$70,166.85      | \$64,948.73       | ▼(7.4%)     | \$68,367.09   | ▼(2.6%)     | \$71,785.44  | ▲2.3%       |
| L brary                   | Access Manager                               | \$91,670.57      | Insufficient data |             |               |             |              |             |
| L brary                   | Assistant Circulation Manager                | \$61,147.13      | Insufficient data |             |               |             |              |             |
| L brary                   | Collection Development Manager               | \$91,670.57      | Insufficient data |             |               |             |              |             |
| L brary                   | Community Engagement Manager                 | \$107,724.00     | Insufficient data |             |               |             |              |             |
| L brary                   | Facilities Manager                           | \$100,656.00     | \$99,655.82       | ▼(1.0%)     | \$104,900.86  | ▲4.2%       | \$110,145.90 | ▲9.4%       |
| L brary                   | L brarian I                                  | \$69,741.75      | \$61,099.08       | ▼(12.4%)    | \$64,314.82   | ▼(7.8%)     | \$67,530.56  | ▼(3.2%)     |
| L brary                   | L brarian II                                 | \$82,276.35      | Insufficient data |             |               |             |              |             |
| L brary                   | L brary Assistant                            | \$50,349.00      | \$43,913.64       | ▼(12.8%)    | \$46,224.89   | ▼(8.2%)     | \$48,536.13  | ▼(3.6%)     |
| L brary                   | L brary Clerk                                | \$34,884.53      | Insufficient data |             |               |             |              |             |
| L brary                   | L brary Director                             | \$157,705.34     | Insufficient data |             |               |             |              |             |
| L brary                   | L brary Office Coordinator                   | \$66,885.98      | Insufficient data |             |               |             |              |             |
| L brary                   | L brary Security Monitor                     | \$69,742.73      | Insufficient data |             |               |             |              |             |
| L brary                   | L brary Services Coordinator                 | \$52,578.83      | Insufficient data |             |               |             |              |             |
| L brary                   | L brary Supervisor                           | \$79,671.57      | Insufficient data |             |               |             |              |             |
| L brary                   | Teen Engagement Coordinator                  | \$64,937.93      | Insufficient data |             |               |             |              |             |
| Multiple                  | Administrative Coordinator                   | \$92,790.93      | \$58,811.40       | ▼(36.6%)    | \$61,906.74   | ▼(33.3%)    | \$65,002.08  | ▼(29.9%)    |
| Multiple                  | Administrative Lead                          | \$70,356.00      | \$62,445.54       | ▼(11.2%)    | \$65,732.15   | ▼(6.6%)     | \$69,018.76  | ▼(1.9%)     |
| Multiple                  | Community Engagement Coordinator             | \$89,524.50      | \$67,400.08       | ▼(24.7%)    | \$70,947.45   | ▼(20.8%)    | \$74,494.82  | ▼(16.8%)    |
| Multiple                  | Custodian I                                  | \$62,641.28      | \$55,369.50       | ▼(11.6%)    | \$58,283.69   | ▼(7.0%)     | \$61,197.87  | ▼(2.3%)     |
| Multiple                  | Custodian II                                 | \$65,569.92      | \$60,810.20       | ▼(7.3%)     | \$64,010.73   | ▼(2.4%)     | \$67,211.27  | ▲2.5%       |

## Attachment 2 - Market Comparison

| Department                     | Position Title                       | Current Midpoint | 95% of Mkt        | + / (-) Mkt | Avg. Midpoint | + / (-) Mkt | 105% of Mkt  | + / (-) Mkt |
|--------------------------------|--------------------------------------|------------------|-------------------|-------------|---------------|-------------|--------------|-------------|
| Multiple                       | Customer Service Representative      | \$59,280.98      | \$50,926.06       | ▼(14.1%)    | \$53,606.37   | ▼(9.6%)     | \$56,286.69  | ▼(5.1%)     |
| Multiple                       | Management Analyst                   | \$89,653.37      | \$74,963.30       | ▼(16.4%)    | \$78,908.73   | ▼(12.0%)    | \$82,854.17  | ▼(7.6%)     |
| Non-Department/Risk Management | Administrative Secretary             | \$70,356.00      | \$54,849.74       | ▼(22.0%)    | \$57,736.57   | ▼(17.9%)    | \$60,623.40  | ▼(13.8%)    |
| Parks, Rec & Comm Serv         | Assistant Program Coordinator        | \$65,694.53      | Insufficient data |             |               |             |              |             |
| Parks, Rec & Comm Serv         | Bus Driver                           | \$39,386.84      | \$46,581.91       | ▲18.3%      | \$49,033.59   | ▲24.5%      | \$51,485.27  | ▲30.7%      |
| Parks, Rec & Comm Serv         | Clerk II                             | \$48,492.60      | Insufficient data |             |               |             |              |             |
| Parks, Rec & Comm Serv         | Clerk III                            | \$52,578.83      | Insufficient data |             |               |             |              |             |
| Parks, Rec & Comm Serv         | Facilities Supervisor                | \$42,896.10      | \$101,168.39      | ▲135.8%     | \$106,493.04  | ▲148.3%     | \$111,817.69 | ▲160.7%     |
| Parks, Rec & Comm Serv         | Office Assistant                     | \$25,142.32      | \$48,638.16       | ▲93.5%      | \$51,198.06   | ▲103.6%     | \$53,757.96  | ▲113.8%     |
| Parks, Rec & Comm Serv         | Office Coordinator                   | \$67,977.00      | \$65,311.06       | ▼(3.9%)     | \$68,748.48   | ▲1.1%       | \$72,185.90  | ▲6.2%       |
| Parks, Rec & Comm Serv         | Program Coordinator                  | \$71,855.24      | \$64,337.25       | ▼(10.5%)    | \$67,723.42   | ▼(5.8%)     | \$71,109.59  | ▼(1.0%)     |
| Parks, Rec & Comm Serv         | Program Supervisor                   | \$42,480.75      | \$67,177.09       | ▲58.1%      | \$70,712.73   | ▲66.5%      | \$74,248.37  | ▲74.8%      |
| Parks, Rec & Comm Serv         | Recreation Manager                   | \$96,038.60      | \$84,634.36       | ▼(11.9%)    | \$89,088.80   | ▼(7.2%)     | \$93,543.24  | ▼(2.6%)     |
| Parks, Rec & Comm Serv         | Recreation Support Specialist        | \$80,739.75      | Insufficient data |             |               |             |              |             |
| Police                         | Assistant Communications Coordinator | \$96,038.60      | \$90,308.25       | ▼(6.0%)     | \$95,061.31   | ▼(1.0%)     | \$99,814.38  | ▲3.9%       |
| Police                         | Communications Coordinator           | \$119,763.11     | \$102,131.74      | ▼(14.7%)    | \$107,507.10  | ▼(10.2%)    | \$112,882.45 | ▼(5.7%)     |
| Police                         | Property Officer                     | \$69,741.75      | \$60,276.11       | ▼(13.6%)    | \$63,448.54   | ▼(9.0%)     | \$66,620.97  | ▼(4.5%)     |
| Police                         | Review Officer                       | \$72,781.80      | \$52,408.73       | ▼(28.0%)    | \$55,167.09   | ▼(24.2%)    | \$57,925.44  | ▼(20.4%)    |
| Police                         | Service Desk Officer I               | \$52,721.57      | \$52,721.57       | ▼(0.1%)     | \$55,496.39   | ▲5.1%       | \$58,271.21  | ▲10.4%      |
| Police                         | Service Desk Officer II              | \$59,860.50      | \$60,294.77       | ▲0.7%       | \$63,468.18   | ▲6.0%       | \$66,641.59  | ▲11.3%      |
| Police                         | Telecommunicator                     | \$75,640.00      | \$71,201.23       | ▼(5.9%)     | \$74,948.67   | ▼(0.9%)     | \$78,696.10  | ▲4.0%       |
| Public Works Agency            | Architect                            | \$85,421.50      | \$86,020.96       | ▲0.7%       | \$90,548.37   | ▲6.0%       | \$95,075.79  | ▲11.3%      |
| Public Works Agency            | Capital Planning Bureau Chief        | \$137,431.19     | \$116,673.06      | ▼(15.1%)    | \$122,813.74  | ▼(10.6%)    | \$128,954.43 | ▼(6.2%)     |
| Public Works Agency            | Civil Engineer II                    | \$89,280.45      | \$85,800.21       | ▼(3.9%)     | \$90,316.01   | ▲1.2%       | \$94,831.81  | ▲6.2%       |
| Public Works Agency            | Civil Engineer III                   | \$100,461.08     | \$96,974.16       | ▼(3.5%)     | \$102,078.06  | ▲1.6%       | \$107,181.96 | ▲6.7%       |
| Public Works Agency            | Engineering Associate                | \$61,947.80      | \$61,250.22       | ▼(1.1%)     | \$64,473.92   | ▲4.1%       | \$67,697.61  | ▲9.3%       |
| Public Works Agency            | Traffic Engineering Technician       | \$69,741.75      | \$75,744.02       | ▲8.6%       | \$79,730.54   | ▲14.3%      | \$83,717.07  | ▲20.0%      |
| Public Works Agency            | Environmental Services Coordinator   | \$91,505.50      | \$81,517.09       | ▼(10.9%)    | \$85,807.46   | ▼(6.2%)     | \$90,097.83  | ▼(1.5%)     |
| Public Works Agency            | Forestry Supervisor/Arborist         | \$98,199.47      | \$87,070.79       | ▼(11.3%)    | \$91,653.46   | ▼(6.7%)     | \$96,236.14  | ▼(2.0%)     |
| Public Works Agency            | Parks/Forestry Crew Leader           | \$74,247.68      | \$69,288.77       | ▼(6.7%)     | \$72,935.55   | ▼(1.8%)     | \$76,582.32  | ▲3.1%       |
| Public Works Agency            | Parks/Forestry Worker                | \$68,863.60      | \$67,579.74       | ▼(1.9%)     | \$71,136.57   | ▲3.3%       | \$74,693.40  | ▲8.5%       |
| Public Works Agency            | General Tradesman                    | \$77,889.76      | Insufficient data |             |               |             |              |             |
| Public Works Agency            | Greenway Supervisor                  | \$104,367.01     | Insufficient data |             |               |             |              |             |
| Public Works Agency            | Greenway Worker                      | \$33,280.00      | \$45,552.51       | ▲36.9%      | \$47,950.01   | ▲44.1%      | \$50,347.51  | ▲51.3%      |
| Public Works Agency            | Greenways Crew Leader                | \$73,963.76      | Insufficient data |             |               |             |              |             |
| Public Works Agency            | Equipment Operator I                 | \$66,606.80      | \$62,421.86       | ▼(6.3%)     | \$65,707.22   | ▼(1.4%)     | \$68,992.58  | ▲3.6%       |
| Public Works Agency            | Equipment Operator II                | \$68,863.60      | \$70,973.85       | ▲3.1%       | \$74,709.32   | ▲8.5%       | \$78,444.78  | ▲13.9%      |
| Public Works Agency            | Equipment Operator III               | \$71,394.96      | \$75,814.39       | ▲6.2%       | \$79,804.62   | ▲11.8%      | \$83,794.85  | ▲17.4%      |
| Public Works Agency            | GIS / Engineering Technician         | \$79,879.80      | \$67,693.74       | ▼(15.3%)    | \$71,256.57   | ▼(10.8%)    | \$74,819.40  | ▼(6.3%)     |
| Public Works Agency            | Project Management Supervisor        | \$105,642.56     | \$93,773.63       | ▼(11.2%)    | \$98,709.09   | ▼(6.6%)     | \$103,644.54 | ▼(1.9%)     |
| Public Works Agency            | Public Works Crew Leader             | \$73,963.76      | \$86,341.62       | ▲16.7%      | \$90,885.91   | ▲22.9%      | \$95,430.21  | ▲29.0%      |
| Public Works Agency            | Public Works Maintenance Worker I    | \$64,678.64      | \$60,760.49       | ▼(6.1%)     | \$63,958.41   | ▼(1.1%)     | \$67,156.33  | ▲3.8%       |
| Public Works Agency            | Public Works Maintenance Worker II   | \$66,606.80      | \$69,328.63       | ▲4.1%       | \$72,977.50   | ▲9.6%       | \$76,626.38  | ▲15.0%      |
| Public Works Agency            | Public Works Maintenance Worker III  | \$68,863.60      | \$73,141.97       | ▲6.2%       | \$76,991.55   | ▲11.8%      | \$80,841.12  | ▲17.4%      |
| Public Works Agency            | Senior Project Manager               | \$123,955.06     | \$95,661.40       | ▼(22.8%)    | \$100,696.21  | ▼(18.8%)    | \$105,731.02 | ▼(14.7%)    |
| Public Works Agency            | Plumbing Inspector                   | \$72,781.80      | \$76,183.15       | ▲4.7%       | \$80,192.78   | ▲10.2%      | \$84,202.42  | ▲15.7%      |
| Public Works Agency            | Public Works Director                | \$157,705.34     | \$159,780.49      | ▲1.3%       | \$168,189.99  | ▲6.6%       | \$176,599.49 | ▲12.0%      |
| Public Works Agency            | Sanitation Supervisor                | \$104,367.01     | \$96,783.48       | ▼(7.3%)     | \$101,877.35  | ▼(2.4%)     | \$106,971.22 | ▲2.5%       |
| Public Works Agency            | Senior Sewer Supervisor              | \$102,136.50     | \$106,337.22      | ▲4.1%       | \$111,933.92  | ▲9.6%       | \$117,530.62 | ▲15.1%      |
| Public Works Agency            | Solid Waste Coordinator              | \$98,199.47      | Insufficient data |             |               |             |              |             |
| Public Works Agency            | Public Services Bureau Chief         | \$137,431.19     | \$118,393.62      | ▼(13.9%)    | \$124,624.87  | ▼(9.3%)     | \$130,856.11 | ▼(4.8%)     |
| Public Works Agency            | Streets Supervisor                   | \$97,252.50      | \$99,708.77       | ▲2.5%       | \$104,956.60  | ▲7.9%       | \$110,204.43 | ▲13.3%      |
| Public Works Agency            | Traffic Electrician                  | \$73,963.76      | \$77,596.24       | ▲4.9%       | \$81,680.26   | ▲10.4%      | \$85,764.27  | ▲16.0%      |

## Attachment 2 - Market Comparison

| Department          | Position Title                          | Current Midpoint | 95% of Mkt        | + / (-) Mkt    | Avg. Midpoint  | + / (-) Mkt  | 105% of Mkt    | + / (-) Mkt  |
|---------------------|---|------------------|-------------------|----------------|----------------|--------------|----------------|--------------|
| Public Works Agency | Traffic Operations Supervisor           | \$95,345.37      | \$94,016.69       | ▼(1.4%)        | \$98,964.94    | ▲3.8%        | \$103,913.18   | ▲9.0%        |
| Public Works Agency | Chemist                                 | \$89,280.75      | \$77,039.68       | ▼(13.7%)       | \$81,094.40    | ▼(9.2%)      | \$85,149.12    | ▼(4.6%)      |
| Public Works Agency | Customer Service/Water Bill Coordinator | \$66,238.85      | \$60,809.58       | ▼(8.2%)        | \$64,010.08    | ▼(3.4%)      | \$67,210.58    | ▲1.5%        |
| Public Works Agency | Microbiologist                          | \$67,665.98      | \$70,035.70       | ▲3.5%          | \$73,721.79    | ▲8.9%        | \$77,407.88    | ▲14.4%       |
| Public Works Agency | PW Division Chief, Filtration           | \$123,955.06     | Insufficient data |                |                |              |                |              |
| Public Works Agency | PW Division Chief, Pumping              | \$123,955.06     | Insufficient data |                |                |              |                |              |
| Public Works Agency | Water Distribution Supervisor           | \$111,800.27     | \$95,261.91       | ▼(14.8%)       | \$100,275.69   | ▼(10.3%)     | \$105,289.47   | ▼(5.8%)      |
| Public Works Agency | Water Plant Operator                    | \$77,889.76      | \$74,455.95       | ▼(4.4%)        | \$78,374.69    | ▲0.6%        | \$82,293.42    | ▲5.7%        |
| Public Works Agency | Water Production Bureau Chief           | \$137,431.19     | \$136,213.53      | ▼(0.9%)        | \$143,382.66   | ▲4.3%        | \$150,551.80   | ▲9.5%        |
| Public Works Agency | Water Worker I                          | \$66,606.80      | \$63,264.74       | ▼(5.0%)        | \$66,594.46    | ▼(0.0%)      | \$69,924.18    | ▲5.0%        |
| Public Works Agency | Water Worker III                        | \$71,394.96      | \$69,865.00       | ▼(2.1%)        | \$73,542.11    | ▲3.0%        | \$77,219.21    | ▲8.2%        |
| Public Works Agency | Water/Sewer Crew Leader                 | \$73,963.76      | \$77,973.31       | ▲5.4%          | \$82,077.17    | ▲11.0%       | \$86,181.02    | ▲16.5%       |
| Public Works Agency | Water/Sewer Mechanic                    | \$85,444.32      | \$81,771.23       | ▼(4.3%)        | \$86,074.98    | ▲0.7%        | \$90,378.73    | ▲5.8%        |
|                     |   |                  | <b>AVERAGE</b>    | <b>▼(2.3%)</b> | <b>AVERAGE</b> | <b>▲2.8%</b> | <b>AVERAGE</b> | <b>▲7.9%</b> |

**Attachment 3 - Title & Grade Assignment**

| Department              | Project Title                          | Grade | Minimum   | Midpoint  | Maximum   |
|-------------------------|--|-------|-----------|-----------|-----------|
| Administrative Services | Administrative Services Director / CIO | 16    | \$129,186 | \$161,483 | \$193,779 |
| Administrative Services | Human Resources Director               | 16    | \$129,186 | \$161,483 | \$193,779 |
| Administrative Services | Chief Information Security Officer     | 16    | \$129,186 | \$161,483 | \$193,779 |
| Administrative Services | Parking Division Manager               | 14    | \$107,253 | \$134,066 | \$160,880 |
| Administrative Services | FFM Division Manager                   | 14    | \$107,253 | \$134,066 | \$160,880 |
| Administrative Services | Assistant Human Resources Manager      | 12    | \$89,043  | \$111,304 | \$133,565 |
| Administrative Services | Payroll Manager                        | 12    | \$89,043  | \$111,304 | \$133,565 |
| Administrative Services | IT Service Delivery Manager            | 12    | \$89,043  | \$111,304 | \$133,565 |
| Administrative Services | Safety & Workers' Comp Manager         | 12    | \$89,043  | \$111,304 | \$133,565 |
| Administrative Services | Parking Enforcement Supervisor         | 11    | \$81,133  | \$101,416 | \$121,700 |
| Administrative Services | FFM Supervisor                         | 11    | \$81,133  | \$101,416 | \$121,700 |
| Administrative Services | Civic Technology Analyst               | 10    | \$73,925  | \$92,406  | \$110,888 |
| Administrative Services | Safety Specialist                      | 10    | \$73,925  | \$92,406  | \$110,888 |
| Administrative Services | Public Safety Technology Coordinator   | 10    | \$73,925  | \$92,406  | \$110,888 |
| Administrative Services | Master Tradesman                       | 10    | \$73,925  | \$92,406  | \$110,888 |
| Administrative Services | Human Resources Specialist             | 10    | \$73,925  | \$92,406  | \$110,888 |
| Administrative Services | Systems Administrator                  | 10    | \$73,925  | \$92,406  | \$110,888 |
| Administrative Services | Network Engineer                       | 10    | \$73,925  | \$92,406  | \$110,888 |
| Administrative Services | GIS Analyst                            | 10    | \$73,925  | \$92,406  | \$110,888 |
| Administrative Services | Programmer Analyst                     | 10    | \$73,925  | \$92,406  | \$110,888 |
| Administrative Services | Payroll/Pension Administrator          | 10    | \$73,925  | \$92,406  | \$110,888 |
| Administrative Services | FFM Lead Mechanic                      | 10    | \$73,925  | \$92,406  | \$110,888 |
| Administrative Services | Benefits Coordinator                   | 9     | \$67,358  | \$84,197  | \$101,037 |
| Administrative Services | Facilities Maintenance Worker III      | 9     | \$67,358  | \$84,197  | \$101,037 |
| Administrative Services | FFM Equipment Mechanic                 | 9     | \$67,358  | \$84,197  | \$101,037 |
| Administrative Services | Human Resources Assistant              | 8     | \$63,931  | \$76,717  | \$89,503  |
| Administrative Services | Tech Support Specialist I              | 8     | \$63,931  | \$76,717  | \$89,503  |
| Administrative Services | FFM Master Tradesman                   | 8     | \$63,931  | \$76,717  | \$89,503  |
| Administrative Services | FFM Assistant                          | 7     | \$58,252  | \$69,902  | \$81,553  |
| Administrative Services | Parking Operations Specialist          | 7     | \$58,252  | \$69,902  | \$81,553  |
| Administrative Services | Facilities & Fleet Oper Coord          | 7     | \$58,252  | \$69,902  | \$81,553  |
| Administrative Services | Parking Maintenance Worker             | 7     | \$58,252  | \$69,902  | \$81,553  |
| Administrative Services | Parking Enforcement Officer            | 6     | \$53,077  | \$63,692  | \$74,308  |
| Administrative Services | Facilities Maintenance Worker I        | 6     | \$53,077  | \$63,692  | \$74,308  |
|                         |  |       |           |           |           |
| City Clerk              | City Clerk                             | 10    | \$73,925  | \$92,406  | \$110,888 |
| City Clerk              | Deputy City Clerk                      | 8     | \$63,931  | \$76,717  | \$89,503  |

### Attachment 3 - Title & Grade Assignment

| Department            | Project Title                               | Grade | Minimum   | Midpoint  | Maximum   |
|-----------------------|---|-------|-----------|-----------|-----------|
| City Manager          | City Manager                                | 19    | \$178,646 | \$223,308 | \$267,969 |
| City Manager          | Deputy City Manager                         | 18    | \$159,506 | \$199,382 | \$239,259 |
| City Manager          | Chief Financial Officer / Treasurer         | 16    | \$129,186 | \$161,483 | \$193,779 |
| City Manager          | Economic Development Manager                | 12    | \$89,043  | \$111,304 | \$133,565 |
| City Manager          | Accounting Manager                          | 12    | \$89,043  | \$111,304 | \$133,565 |
| City Manager          | Communications Manager                      | 12    | \$89,043  | \$111,304 | \$133,565 |
| City Manager          | Purchasing Manager                          | 12    | \$89,043  | \$111,304 | \$133,565 |
| City Manager          | Sustainability & Resilience Coordinator     | 10    | \$73,925  | \$92,406  | \$110,888 |
| City Manager          | Financial Analyst                           | 10    | \$73,925  | \$92,406  | \$110,888 |
| City Manager          | Purchasing Specialist                       | 9     | \$67,358  | \$84,197  | \$101,037 |
| City Manager          | Economic Development Specialist             | 9     | \$67,358  | \$84,197  | \$101,037 |
| City Manager          | Broadcast Operations Coordinator            | 9     | \$67,358  | \$84,197  | \$101,037 |
| City Manager          | Revenue Supervisor                          | 9     | \$67,358  | \$84,197  | \$101,037 |
| City Manager          | Mayor's Assistant                           | 9     | \$67,358  | \$84,197  | \$101,037 |
| City Manager          | Assistant to the City Manager               | 9     | \$67,358  | \$84,197  | \$101,037 |
| City Manager          | Senior Accountant                           | 9     | \$67,358  | \$84,197  | \$101,037 |
| City Manager          | Policy Coordinator                          | 9     | \$67,358  | \$84,197  | \$101,037 |
| City Manager          | Accounts Payable Coordinator                | 8     | \$63,931  | \$76,717  | \$89,503  |
| City Manager          | Accountant                                  | 8     | \$63,931  | \$76,717  | \$89,503  |
| City Manager          | Revenue/Tax Assessment Reviewer             | 7     | \$58,252  | \$69,902  | \$81,553  |
| City Manager          | Collections Coordinator                     | 7     | \$58,252  | \$69,902  | \$81,553  |
| City Manager          | Administrative Adjudication Aide            | 7     | \$58,252  | \$69,902  | \$81,553  |
| Community Development | Community Development Director              | 16    | \$129,186 | \$161,483 | \$193,779 |
| Community Development | Building & Inspection Services Manager      | 12    | \$89,043  | \$111,304 | \$133,565 |
| Community Development | Planning Manager                            | 12    | \$89,043  | \$111,304 | \$133,565 |
| Community Development | Housing & Grants Manager                    | 12    | \$89,043  | \$111,304 | \$133,565 |
| Community Development | Housing and Grants Supervisor               | 11    | \$81,133  | \$101,416 | \$121,700 |
| Community Development | Permit Services Supervisor                  | 11    | \$81,133  | \$101,416 | \$121,700 |
| Community Development | Property Maintenance Supervisor             | 11    | \$81,133  | \$101,416 | \$121,700 |
| Community Development | Zoning Administrator                        | 11    | \$81,133  | \$101,416 | \$121,700 |
| Community Development | Building Construction Inspection Supervisor | 11    | \$81,133  | \$101,416 | \$121,700 |
| Community Development | Community Development Management Analyst    | 10    | \$73,925  | \$92,406  | \$110,888 |
| Community Development | Neighborhood & Landuse Planner              | 10    | \$73,925  | \$92,406  | \$110,888 |
| Community Development | Planner                                     | 10    | \$73,925  | \$92,406  | \$110,888 |
| Community Development | Grants Compliance Specialist                | 10    | \$73,925  | \$92,406  | \$110,888 |
| Community Development | Housing & Economic Development Analyst      | 9     | \$67,358  | \$84,197  | \$101,037 |

### Attachment 3 - Title & Grade Assignment

| Department            | Project Title                                | Grade | Minimum   | Midpoint  | Maximum   |
|-----------------------|--|-------|-----------|-----------|-----------|
| Community Development | Plumbing/Mechanical Inspector                | 9     | \$67,358  | \$84,197  | \$101,037 |
| Community Development | Property Maintenance Inspector               | 9     | \$67,358  | \$84,197  | \$101,037 |
| Community Development | Financial Analyst, Grants                    | 9     | \$67,358  | \$84,197  | \$101,037 |
| Community Development | Permit Services Specialist                   | 8     | \$63,931  | \$76,717  | \$89,503  |
| Community Development | Electrical Inspector II                      | 7     | \$58,252  | \$69,902  | \$81,553  |
| Community Development | Transportation & Mobility Coord              | 7     | \$58,252  | \$69,902  | \$81,553  |
| Community Development | Customer Service Coordinator                 | 7     | \$58,252  | \$69,902  | \$81,553  |
| Community Development | Permit Services Representative               | 6     | \$53,077  | \$63,692  | \$74,308  |
|                       |  |       |           |           |           |
| Fire                  | Fire Chief                                   | 17    | \$141,782 | \$177,228 | \$212,673 |
| Fire                  | Fire Deputy Chief                            | 15    | \$117,710 | \$147,137 | \$176,565 |
| Fire                  | Fire Division Chief                          | 14    | \$107,253 | \$134,066 | \$160,880 |
| Fire                  | Fire Shift Chief                             | 13    | \$97,725  | \$122,156 | \$146,588 |
| Fire                  | Fire Captain                                 | 12    | \$89,043  | \$111,304 | \$133,565 |
| Fire                  | Fire Plan Reviewer                           | 11    | \$81,133  | \$101,416 | \$121,700 |
| Fire                  | Firefighter/Paramedic                        | 10    | \$73,925  | \$92,406  | \$110,888 |
|                       |  |       |           |           |           |
| Health                | Health Director                              | 16    | \$129,186 | \$161,483 | \$193,779 |
| Health                | Human Services Manager                       | 12    | \$89,043  | \$111,304 | \$133,565 |
| Health                | Community Services Manager                   | 12    | \$89,043  | \$111,304 | \$133,565 |
| Health                | Public Health Manager                        | 12    | \$89,043  | \$111,304 | \$133,565 |
| Health                | Outreach Supervisor                          | 11    | \$81,133  | \$101,416 | \$121,700 |
| Health                | Bus Workforce Compliance Coord               | 10    | \$73,925  | \$92,406  | \$110,888 |
| Health                | Environmental Health Practitioner II         | 10    | \$73,925  | \$92,406  | \$110,888 |
| Health                | Human Services Advocate                      | 9     | \$67,358  | \$84,197  | \$101,037 |
| Health                | Communicable Disease Surveillance Specialist | 9     | \$67,358  | \$84,197  | \$101,037 |
| Health                | Environmental Health Practitioner I          | 9     | \$67,358  | \$84,197  | \$101,037 |
| Health                | Family Advocate                              | 9     | \$67,358  | \$84,197  | \$101,037 |
| Health                | Public Health Preparedness Specialist        | 8     | \$63,931  | \$76,717  | \$89,503  |
| Health                | Community Health Specialist                  | 8     | \$63,931  | \$76,717  | \$89,503  |
| Health                | Administrative Lead                          | 8     | \$63,931  | \$76,717  | \$89,503  |
| Health                | Human Services Specialist                    | 8     | \$63,931  | \$76,717  | \$89,503  |
| Health                | Long-Term Care Ombudsman                     | 8     | \$63,931  | \$76,717  | \$89,503  |
| Health                | Youth and Family Program Coordinator         | 8     | \$63,931  | \$76,717  | \$89,503  |
| Health                | Health Licensing Coordinator                 | 7     | \$58,252  | \$69,902  | \$81,553  |
| Health                | Senior Services Advocate                     | 7     | \$58,252  | \$69,902  | \$81,553  |
| Health                | Outreach Worker                              | 7     | \$58,252  | \$69,902  | \$81,553  |
|                       |  |       |           |           |           |

### Attachment 3 - Title & Grade Assignment

| Department | Project Title                         | Grade | Minimum   | Midpoint  | Maximum   |
|------------|---------------------------------------|-------|-----------|-----------|-----------|
| Law        | City Attorney                         | 16    | \$129,186 | \$161,483 | \$193,779 |
| Law        | Deputy City Attorney                  | 14    | \$107,253 | \$134,066 | \$160,880 |
| Law        | Assistant City Attorney               | 11    | \$81,133  | \$101,416 | \$121,700 |
| Law        | Paralegal                             | 8     | \$63,931  | \$76,717  | \$89,503  |
| Library    | Library Director                      | 16    | \$129,186 | \$161,483 | \$193,779 |
| Library    | Assistant Library Director            | 15    | \$117,710 | \$147,137 | \$176,565 |
| Library    | Learning & Literacy Manager           | 14    | \$107,253 | \$134,066 | \$160,880 |
| Library    | Facilities Manager                    | 12    | \$89,043  | \$111,304 | \$133,565 |
| Library    | Access Manager                        | 11    | \$81,133  | \$101,416 | \$121,700 |
| Library    | Security Supervisor                   | 11    | \$81,133  | \$101,416 | \$121,700 |
| Library    | Assistant Circulation Manager         | 10    | \$73,925  | \$92,406  | \$110,888 |
| Library    | Community Engagement Manager          | 10    | \$73,925  | \$92,406  | \$110,888 |
| Library    | Innovation & Digital Learning Manager | 10    | \$73,925  | \$92,406  | \$110,888 |
| Library    | Development Manager                   | 10    | \$73,925  | \$92,406  | \$110,888 |
| Library    | Collection Development Manager        | 10    | \$73,925  | \$92,406  | \$110,888 |
| Library    | Early Learning & Literacy Manager     | 10    | \$73,925  | \$92,406  | \$110,888 |
| Library    | Community Engagement Coordinator      | 10    | \$73,925  | \$92,406  | \$110,888 |
| Library    | Youth Engagement Librarian II         | 9     | \$67,358  | \$84,197  | \$101,037 |
| Library    | Librarian II                          | 9     | \$67,358  | \$84,197  | \$101,037 |
| Library    | Library Supervisor                    | 9     | \$67,358  | \$84,197  | \$101,037 |
| Library    | Virtual Services Librarian            | 9     | \$67,358  | \$84,197  | \$101,037 |
| Library    | Librarian I                           | 8     | \$63,931  | \$76,717  | \$89,503  |
| Library    | Latino Engagement Librarian           | 8     | \$63,931  | \$76,717  | \$89,503  |
| Library    | Teen Services Librarian I             | 8     | \$63,931  | \$76,717  | \$89,503  |
| Library    | Library Office Coordinator            | 7     | \$58,252  | \$69,902  | \$81,553  |
| Library    | Teen Engagement Coordinator           | 7     | \$58,252  | \$69,902  | \$81,553  |
| Library    | Family Engagement Coordinator         | 7     | \$58,252  | \$69,902  | \$81,553  |
| Library    | Development Associate                 | 7     | \$58,252  | \$69,902  | \$81,553  |
| Library    | Custodian II                          | 6     | \$53,077  | \$63,692  | \$74,308  |
| Library    | Library Services Coordinator          | 5     | \$48,362  | \$58,034  | \$67,707  |
| Library    | Library Assistant                     | 4     | \$44,065  | \$52,878  | \$61,691  |
| Library    | Circulation                           | 4     | \$44,065  | \$52,878  | \$61,691  |
| Library    | Branch Assistant                      | 4     | \$44,065  | \$52,878  | \$61,691  |
| Library    | Technology Trainer                    | 4     | \$44,065  | \$52,878  | \$61,691  |
| Library    | Library Security Monitor              | 3     | \$40,150  | \$48,180  | \$56,210  |
| Library    | Security Monitor                      | 3     | \$40,150  | \$48,180  | \$56,210  |
| Library    | Library Clerk                         | 2     | \$36,583  | \$43,900  | \$51,216  |

### Attachment 3 - Title & Grade Assignment

| Department         | Project Title                         | Grade | Minimum   | Midpoint  | Maximum   |
|--------------------|---------------------------------------|-------|-----------|-----------|-----------|
| Library            | Shelver                               | 1     | \$33,333  | \$40,000  | \$46,666  |
| MULTIPLE           | Customer Service Representative       | 6     | \$53,077  | \$63,692  | \$74,308  |
| MULTIPLE           | Administrative Secretary              | 8     | \$63,931  | \$76,717  | \$89,503  |
| Parks & Recreation | Parks & Recreation Director           | 17    | \$141,782 | \$177,228 | \$212,673 |
| Parks & Recreation | Parks & Recreation Assistant Director | 14    | \$107,253 | \$134,066 | \$160,880 |
| Parks & Recreation | Recreation Manager                    | 11    | \$81,133  | \$101,416 | \$121,700 |
| Parks & Recreation | Crown Operations Supervisor           | 10    | \$73,925  | \$92,406  | \$110,888 |
| Parks & Recreation | Recreation Support Specialist         | 9     | \$67,358  | \$84,197  | \$101,037 |
| Parks & Recreation | Program Coordinator                   | 8     | \$63,931  | \$76,717  | \$89,503  |
| Parks & Recreation | Recreation Program Coordinator        | 8     | \$63,931  | \$76,717  | \$89,503  |
| Parks & Recreation | Office Coordinator                    | 7     | \$58,252  | \$69,902  | \$81,553  |
| Parks & Recreation | Assistant Program Coordinator         | 7     | \$58,252  | \$69,902  | \$81,553  |
| Parks & Recreation | Facility Coordinator Crown            | 7     | \$58,252  | \$69,902  | \$81,553  |
| Parks & Recreation | Facilities Maintenance Worker II      | 7     | \$58,252  | \$69,902  | \$81,553  |
| Parks & Recreation | Program Supervisor, Preschool         | 7     | \$58,252  | \$69,902  | \$81,553  |
| Parks & Recreation | Weekend/Evening Coordinator           | 6     | \$53,077  | \$63,692  | \$74,308  |
| Parks & Recreation | Fac Maint Worker/Cust II              | 6     | \$53,077  | \$63,692  | \$74,308  |
| Parks & Recreation | Secretary II                          | 6     | \$53,077  | \$63,692  | \$74,308  |
| Parks & Recreation | Custodian I                           | 5     | \$48,362  | \$58,034  | \$67,707  |
| Parks & Recreation | Program Instructor II                 | 5     | \$48,362  | \$58,034  | \$67,707  |
| Parks & Recreation | Clerk III                             | 5     | \$48,362  | \$58,034  | \$67,707  |
| Parks & Recreation | Preschool Instructor                  | 5     | \$48,362  | \$58,034  | \$67,707  |
| Parks & Recreation | Program Supervisor                    | 4     | \$44,065  | \$52,878  | \$61,691  |
| Parks & Recreation | Inclusion Aide                        | 4     | \$44,065  | \$52,878  | \$61,691  |
| Parks & Recreation | Park Ranger                           | 4     | \$44,065  | \$52,878  | \$61,691  |
| Parks & Recreation | Clerk II                              | 4     | \$44,065  | \$52,878  | \$61,691  |
| Parks & Recreation | Facilities Supervisor                 | 4     | \$44,065  | \$52,878  | \$61,691  |
| Parks & Recreation | Bus Driver                            | 3     | \$40,150  | \$48,180  | \$56,210  |
| Parks & Recreation | Program Assistant                     | 3     | \$40,150  | \$48,180  | \$56,210  |
| Parks & Recreation | Office Assistant                      | 2     | \$36,583  | \$43,900  | \$51,216  |
| Police             | Police Chief                          | 17    | \$141,782 | \$177,228 | \$212,673 |
| Police             | Deputy Chief                          | 15    | \$117,710 | \$147,137 | \$176,565 |
| Police             | Manager of Finance and Budget         | 14    | \$107,253 | \$134,066 | \$160,880 |
| Police             | Police Commander                      | 14    | \$107,253 | \$134,066 | \$160,880 |
| Police             | Communications Coordinator            | 13    | \$97,725  | \$122,156 | \$146,588 |

### Attachment 3 - Title & Grade Assignment

| Department   | Project Title                            | Grade | Minimum   | Midpoint  | Maximum   |
|--------------|--|-------|-----------|-----------|-----------|
| Police       | Police Sergeant                          | 13    | \$97,725  | \$122,156 | \$146,588 |
| Police       | Service Desk Manager                     | 12    | \$89,043  | \$111,304 | \$133,565 |
| Police       | Service Desk Assistant Supervisor        | 11    | \$81,133  | \$101,416 | \$121,700 |
| Police       | Assistant Communications Coordinator     | 10    | \$73,925  | \$92,406  | \$110,888 |
| Police       | Records Coordinator                      | 10    | \$73,925  | \$92,406  | \$110,888 |
| Police       | Administrative Coordinator               | 10    | \$73,925  | \$92,406  | \$110,888 |
| Police       | Management Analyst                       | 10    | \$73,925  | \$92,406  | \$110,888 |
| Police       | Crime Analyst                            | 10    | \$73,925  | \$92,406  | \$110,888 |
| Police       | Police Officer                           | 10    | \$73,925  | \$92,406  | \$110,888 |
| Police       | Review Officer                           | 8     | \$63,931  | \$76,717  | \$89,503  |
| Police       | Telecommunicator                         | 8     | \$63,931  | \$76,717  | \$89,503  |
| Police       | Property Officer                         | 7     | \$58,252  | \$69,902  | \$81,553  |
| Police       | Administrative Assistant                 | 7     | \$58,252  | \$69,902  | \$81,553  |
| Police       | Animal Control Warden                    | 7     | \$58,252  | \$69,902  | \$81,553  |
| Police       | Service Desk Officer II                  | 6     | \$53,077  | \$63,692  | \$74,308  |
| Police       | Service Desk Officer I                   | 5     | \$48,362  | \$58,034  | \$67,707  |
| Police       | Records Input Operator                   | 5     | \$48,362  | \$58,034  | \$67,707  |
|              |  |       |           |           |           |
| Public Works | Public Works Director                    | 17    | \$141,782 | \$177,228 | \$212,673 |
| Public Works | Capital Planning Bureau Chief            | 15    | \$117,710 | \$147,137 | \$176,565 |
| Public Works | Water Production Bureau Chief            | 15    | \$117,710 | \$147,137 | \$176,565 |
| Public Works | Public Services Bureau Chief             | 15    | \$117,710 | \$147,137 | \$176,565 |
| Public Works | PW Division Chief, Filtration            | 14    | \$107,253 | \$134,066 | \$160,880 |
| Public Works | PW Division Chief, Pumping               | 14    | \$107,253 | \$134,066 | \$160,880 |
| Public Works | Senior Project Manager, Parks Facilities | 13    | \$97,725  | \$122,156 | \$146,588 |
| Public Works | Senior Project Manager, Construction     | 13    | \$97,725  | \$122,156 | \$146,588 |
| Public Works | Senior Project Manager, Traffic          | 13    | \$97,725  | \$122,156 | \$146,588 |
| Public Works | Senior Project Manager                   | 13    | \$97,725  | \$122,156 | \$146,588 |
| Public Works | Senior Project Manager                   | 13    | \$97,725  | \$122,156 | \$146,588 |
| Public Works | Arborist / Forestry Supervisor           | 11    | \$81,133  | \$101,416 | \$121,700 |
| Public Works | Greenway Supervisor                      | 11    | \$81,133  | \$101,416 | \$121,700 |
| Public Works | Senior Sewer Supervisor                  | 11    | \$81,133  | \$101,416 | \$121,700 |
| Public Works | Water Distribution Supervisor            | 11    | \$81,133  | \$101,416 | \$121,700 |
| Public Works | Project Management Supervisor            | 11    | \$81,133  | \$101,416 | \$121,700 |
| Public Works | Streets Supervisor                       | 11    | \$81,133  | \$101,416 | \$121,700 |
| Public Works | Civil Engineer III                       | 11    | \$81,133  | \$101,416 | \$121,700 |
| Public Works | Sanitation Supervisor                    | 11    | \$81,133  | \$101,416 | \$121,700 |
| Public Works | Traffic Operations Supervisor            | 11    | \$81,133  | \$101,416 | \$121,700 |

### Attachment 3 - Title & Grade Assignment

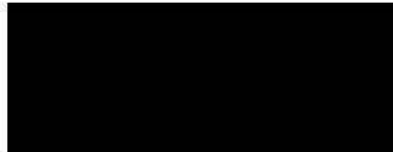
| Department   | Project Title                           | Grade | Minimum  | Midpoint  | Maximum   |
|--------------|---|-------|----------|-----------|-----------|
| Public Works | Environmental Services Coordinator      | 11    | \$81,133 | \$101,416 | \$121,700 |
| Public Works | Chemist                                 | 11    | \$81,133 | \$101,416 | \$121,700 |
| Public Works | Solid Waste Coordinator                 | 10    | \$73,925 | \$92,406  | \$110,888 |
| Public Works | CMMS Analyst                            | 10    | \$73,925 | \$92,406  | \$110,888 |
| Public Works | Civil Engineer II                       | 10    | \$73,925 | \$92,406  | \$110,888 |
| Public Works | Architect                               | 10    | \$73,925 | \$92,406  | \$110,888 |
| Public Works | Customer Service/Water Bill Coordinator | 9     | \$67,358 | \$84,197  | \$101,037 |
| Public Works | GIS / Engineering Technician            | 9     | \$67,358 | \$84,197  | \$101,037 |
| Public Works | Water/Sewer Mechanic                    | 9     | \$67,358 | \$84,197  | \$101,037 |
| Public Works | Plumbing Inspector                      | 9     | \$67,358 | \$84,197  | \$101,037 |
| Public Works | Public Works Crew Leader                | 9     | \$67,358 | \$84,197  | \$101,037 |
| Public Works | Traffic Electrician                     | 9     | \$67,358 | \$84,197  | \$101,037 |
| Public Works | Water/Sewer Crew Leader                 | 9     | \$67,358 | \$84,197  | \$101,037 |
| Public Works | Parks/Forestry Crew Leader              | 9     | \$67,358 | \$84,197  | \$101,037 |
| Public Works | Project Manager, Capital Improvement    | 9     | \$67,358 | \$84,197  | \$101,037 |
| Public Works | Traffic Electrician Leader              | 9     | \$67,358 | \$84,197  | \$101,037 |
| Public Works | Greenways Crew Leader                   | 9     | \$67,358 | \$84,197  | \$101,037 |
| Public Works | Microbiologist                          | 8     | \$63,931 | \$76,717  | \$89,503  |
| Public Works | Water Plant Operator                    | 8     | \$63,931 | \$76,717  | \$89,503  |
| Public Works | Traffic Engineering Technician          | 8     | \$63,931 | \$76,717  | \$89,503  |
| Public Works | Water Worker III                        | 8     | \$63,931 | \$76,717  | \$89,503  |
| Public Works | Equipment Operator III                  | 8     | \$63,931 | \$76,717  | \$89,503  |
| Public Works | Public Works Maintenance Worker III     | 8     | \$63,931 | \$76,717  | \$89,503  |
| Public Works | General Tradesman                       | 8     | \$63,931 | \$76,717  | \$89,503  |
| Public Works | Engineering Associate II                | 8     | \$63,931 | \$76,717  | \$89,503  |
| Public Works | Forestry Worker III                     | 8     | \$63,931 | \$76,717  | \$89,503  |
| Public Works | Equipment Operator II                   | 7     | \$58,252 | \$69,902  | \$81,553  |
| Public Works | Public Works Maintenance Worker II      | 7     | \$58,252 | \$69,902  | \$81,553  |
| Public Works | Greenways PW Maintenance Worker II      | 7     | \$58,252 | \$69,902  | \$81,553  |
| Public Works | Water Worker II                         | 7     | \$58,252 | \$69,902  | \$81,553  |
| Public Works | Equipment Operator I                    | 6     | \$53,077 | \$63,692  | \$74,308  |
| Public Works | Water Worker I                          | 6     | \$53,077 | \$63,692  | \$74,308  |
| Public Works | Public Works Maintenance Worker I       | 6     | \$53,077 | \$63,692  | \$74,308  |
| Public Works | Forestry Worker I                       | 6     | \$53,077 | \$63,692  | \$74,308  |
| Public Works | Sign Inspector/Graffiti Technician      | 5     | \$48,362 | \$58,034  | \$67,707  |
| Public Works | Greenways Worker                        | 5     | \$48,362 | \$58,034  | \$67,707  |
| Public Works | Clerk                                   | 4     | \$44,065 | \$52,878  | \$61,691  |

# Compensation Philosophy Statement

We have established our compensation philosophy so we may commit ourselves to reward team members in a fair and consistent manner:

Our philosophy statement: We target internally equitable and market competitive base pay, recognizing requirements of each role, individual experience, expertise and contributions to our organization, our citizens and the community we serve

- We align our pay program (pay structure and salary scales) to the internal value of positions and with the market average midpoint
- We evaluate our positions using an objective point factor job evaluation system
- We promote pay equity by offering consistent pay ranges for roles within the same level, and delivering pay programs that reward consistently based on the role and individual performance
- We conduct periodic market compensation studies and adjust our pay scales to reflect our target to the market average midpoint
- We periodically update our pay structure to reflect our market and cost of labor changes
- We hire based on demonstrated experience and expertise in the position being hired into, promoted or transferred into
- Our rewards include base salary and benefits
- Our base pay administration is governed by our pay philosophy



# Appendix C:

Engagement team member resumes

PRINCIPAL

# Kate Crowley

*Kate Crowley, principal with Baker Tilly, has been with the firm since 2009.*



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## Education

Master of Urban Planning  
University of Illinois at Urbana-  
Champaign

Bachelor of Science in economics  
University of Wisconsin – Madison

Registered Municipal Advisor with  
the Securities  
and Exchange Commission

Kate leads Baker Tilly's Public Sector Advisory practice and is a principal in the firm's project finance practice, providing comprehensive project finance solutions for public-private partnerships (P3) and economic development initiatives. These services include strategic planning and economic impact analysis, tax credit and incentives analysis and negotiation, and creative financing and funding solutions.

## Specific experience

- Leads the firm's Public Sector Advisory practice, overseeing a diverse and talented team of financial, operational, risk and municipal advisory professionals
- Performs financial analysis of public-private partnerships (P3) and economic development initiatives to optimize available project financing options
- Structures incentives and tax credit programs that impact growth and development initiatives
- Provides application and feasibility reviews for federal and state tax credit, financing and funding programs
- Develops tax increment financing (TIF) strategies and projections, creates TIF districts and consults on redevelopment and TIF agreements
- Formerly served as an economic development consultant to public sector and not-for-profit agencies
- Formerly worked as a project manager for a private development firm

## Industry involvement

- Industrial Asset Management Council
- Council of Development Finance Agencies
- Wisconsin Economic Development Association
- Financial Industry Regulatory Authority (FINRA) – Series 24, 63, 50, 54 and 79 Securities Licenses

## SENIOR MANAGER

# Jada Kent, CCP, MPA

*Jada Kent, a senior manager in Baker Tilly's public sector human capital advisory practice, has been with the firm since 2015.*



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## Education

Master of Public Administration  
University of Texas – Dallas  
(Richardson, TX)

Bachelor of Arts in U.S. history  
University of North Texas  
(Denton, TX)

Certified Compensation  
Professional (CCP)  
World at Work

Jada is a senior manager in the Plano, TX office experienced and is passionate about providing human capital and management consulting services to public sector clients. She has provided a variety of services related to job classification, compensation, executive recruitment and organizational management to local government organizations. Jada is the practice leader of the compensation consulting team within Baker Tilly's public sector advisory practice group.

Formerly, Jada served active duty as a Public Affairs Specialist with the 7th Mobile Public Affairs Detachment in the United States Army and with the 136th Airlift Wing in the Texas Air National Guard.

## Specific experience

- Serves as a subject matter specialist in public sector compensation by providing guidance and advisory to clients regarding strategy, legal compliance and competitiveness.
- Utilizes industry best practices to provide salary gap analysis using data collected through a custom market survey. This includes assisting clients in defining their competitive labor market and identifying their desired position in the market.
- Provides client training and assistance in the development of a formal or informal compensation philosophy.
- Conducts compensation plan and pay policy reviews to ensure compliance with FLSA, ADA, EEOC, Pay Equity and more, to include state and local regulations.
- Assists clients with establishing/recalibrating internal equity by conducting job evaluation, this includes a review of job titles as well as the need for position consolidation or reclassification.
- Experienced in developing new base pay structure(s) and revising existing structures to ensure clients are competitive in attracting and retaining necessary talent.
- Collaborates with clients to establish creative classification and compensation plan implementation solutions, including scenarios which combat pay equity and/or pay compression issues as well as a costing analysis for budgeting purposes.

## Jada Kent, CCP

Page 2

### Experience providing compensation services to the following

- Cities, counties, state legislatures, judicial branches, libraries, housing authorities, metropolitan planning organizations (MPO), municipal associations, power agencies, public schools (K-12), toll/bridge authority, transportation authorities and commissions, utilities and water/wastewater authorities.

### Industry/community involvement

- North Texas Compensation Association (NTCA)
- World at Work, Total Rewards Association
- Society for Human Resources Management (SHRM)
- International Public Management Association for Human Resources (IPMA-HR)

### Thought leadership

- “Managing an Evolving Workforce,” Crossroads of American Leadership Summit, June 2022
- “Don’t Leave! Keeping Employees in a Tight Labor Market,” IPMA-HR Central Region Conference, June 2022
- “Balancing Internal Equity & Market Competitiveness in the Public Sector,” North Texas Compensation Association, Virtual Luncheon, April 2022
- “Proactively Gain Buy-In for a Classification and Compensation Study: Tips and Ideas,” ElectriCities of North Carolina, Connection Summit 2022
- “Your organization’s compensation philosophy: what is it, what should it contain and why is it important?” Accelerated Indiana Municipalities Ideas Summit 2021
- “Implementing a successful Classification and Compensation Study,” Wisconsin GFOA Human Resources Conference, September 2021
- “In a World Competing for Hard-to-find Talent, Skill-Based Pay can be your Secret Weapon,” Illinois County/County Management Association Newsletter, September 2021
- “Salary benchmarking: selecting peer organizations for comparison,” bakertilly.com 2021
- Panelist on “Talent management in a post-pandemic world,” Resiliency on the Rise: Baker Tilly Public Sector Virtual Summit, June 2021
- “Don’t be a (title) creep,” bakertilly.com 2021
- “Keeping classification and compensation up-to-date during COVID-19,” CommuniTIES: A Baker Tilly public sector podcast, October 2020
- Panelist on “How to attract and retain talent in organizations,” University of Texas at Dallas, Public & Nonprofit Management Program 2020

MANAGING DIRECTOR

# David W. Eisenlohr

*David Eisenlohr, a managing director at Baker Tilly, is a member of the firm's state and local government consulting practice.*



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## Education

Master of Public Administration  
Edwin O. Stene Program  
University of Kansas  
(Lawrence, Kansas)

Bachelor of Arts, political science  
Texas A&M University  
(College Station, Texas)

David has actively supported state and local government performance improvement initiatives for more than 35 years, first as an operational manager and then as a highly regarded management consultant. An insightful analyst and skilled facilitator, David works closely with senior leadership teams and governing bodies in both the public and not-for-profit sectors to help them develop strategic clarity, establish priorities, improve organizational performance and streamline business processes and technologies.

David previously served in key leadership roles with the government services practices of two large professional services organizations, including Arthur Andersen LLP, where he directed the strategy, organization and change team within the firm's Southwest Region public sector practice and MAXIMUS, Inc., with responsibility for the company's local government management consulting team. He then founded The Azimuth Group, Inc., a boutique public sector consultancy.

Prior to his consulting career, David served in progressively responsible local government analytical and leadership roles. He was a Budget Analyst with the City of San Antonio, Texas and led the city's internal management and analysis and performance improvement team. He subsequently served as an assistant city manager in the City of Grand Prairie, Texas.

## Specific experience

- Strategic, organizational, and operational improvement consulting for units of state and local government including cities, counties, water and sewer utilities, transit and transportation organizations and other special purpose districts and authorities
- Organizational and process analysis and redesign including planning and development services, building and code enforcement, procurement, human capital management, public works and utilities, public safety and courts, finance and accounting, parks and recreation and public information
- Experience with governing body, organization-wide and departmental strategic planning and goal setting programs

MANAGING DIRECTOR

# David W. Eisenlohr

*Page 2*

## Specific experience, continued

- Provides human capital and talent management services including workforce compensation, employee performance management, employee engagement and culture assessment
- Provides technology assessment and strategy, system requirements gathering and procurement support
- Works with local governments on organizational change management

## Industry involvement

- International City/County Management Association (ICMA)
- Texas City Management Association (TCMA)
- Government Finance Officers Association of Texas (GFOAT)

## Community involvement

- Circle 10 Council, Boy Scouts of America, District Chairman
- Troop 70, BSA, Assistant Scoutmaster for High Adventure Programs
- United States Military Academy, Admissions Representative and Congressional District Coordinator,
- Friend of West Point
- West Point Parent's Club of North Texas, President, Treasurer, Webmaster
- Dallas Summer Musicals, Board of Directors, Marketing Committee

# Anne Lewis

*Anne Lewis leads Baker Tilly's public sector executive recruitment team and brings nearly 20 years of local management experience.*



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## **Education**

Bachelor of Science, business administration and management  
Shenandoah University  
(Winchester, Virginia)

Master of Science, organizational leadership and public administration  
Shenandoah University  
(Winchester, Virginia)

Prior to joining Baker Tilly, Anne served as an assistant county administrator for a Virginia county, a deputy city manager and an assistant city manager for two Virginia cities. Over the last 17 years, her experience in local government has also included positions as an emergency management deputy director, public information officer, human resources manager, parking authority executive director, housing director, transit director and convention and visitors bureau executive director. She also has had responsibility for parks, recreation and community services, information technology, animal services, general services and legislative programs.

## **Industry involvement**

- International City/County Management Association, Credentialed Manager (ICMA)
  - Task force on recruitment guidelines handbook
  - Task force on women in the profession
  - Task force on internship guidelines
- Government Finance Officers Association (GFOA)
- Virginia Local Government Management Association (VLGMA), former member of executive board
- Virginia women leading government

## **Community involvement**

- Shenandoah University Alumni Association, executive committee
- Shenandoah Apple Blossom Festival®, board of directors

## **Continuing professional education**

- Graduate Certificate in Public Management
- Senior Executive Institute and LEAD graduate, The Weldon Cooper Center, University of Virginia

DIRECTOR

# Edward G. Williams, Ph.D.

*Edward Williams brings character, competence and expertise to every project.*



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## Education

Bachelor of Arts, education  
University of Missouri  
(Kansas City, Missouri)

Master of Higher Education  
Administration  
University of Missouri  
(Kansas City, Missouri)

Ph.D., Educational Leadership  
and Policy Analysis  
University of Missouri  
(Kansas City, Missouri)

## Languages

English  
Spanish

Edward has more than 20 years of collective experience in human resources and organizational development at various levels, and across various disciplines including, state and local government, community and educational institutions.

## Specific experience

- Human resources executive (municipal and state government)
- Executive recruitment, employee development, benefits administration, strategic planning, Performance management, market compensation studies, workforce planning, recognition programs and process improvement

## Industry involvement

- Society for Human Resources (SHRM)
- Institute for Management Studies (IMS), advisory board
- Texas Municipal Human Resources Administration (TMHRA)

## Community involvement

- Ft. Bend Habitat for Humanity, president, vice-president, secretary and member, board of (2014-2019)
- AAU basketball coach – middle school boys

## Continuing professional education

- Institute for Management Studies - Houston
- International Personnel Management Association

SENIOR CONSULTANT

# Laura Linehan

*Laura Linehan, Senior Consultant with Baker Tilly, has been with the firm since 2022.*



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## Education

Bachelor of Science in public administration, Winona State University

Master of Public Administration, Northern Illinois University

Certified Professional in Human Resources (PHR) – HR Certification Institute

Laura is a Senior Consultant with a background in local government and human resources management. With 10 years of progressive experience in local government, she has worked for counties and municipalities in Minnesota and Illinois. Most recently she served as the Assistant Administrator/Director of Human Resources for a northern Illinois municipality where she managed a number of areas including human resources, communications, parks and recreation, and special projects. Laura has a Master of Public Administration from Northern Illinois University and is a certified Professional in Human Resources (PHR).

## Specific experience

- Experience in directing and implementing local government human resources functions including market compensation analysis, job description review, FLSA analysis, recruitment, onboarding, internal investigations, benefits administration, state/federal law implementation, employee management, and collective bargaining
- Experience in local government internal and external communications including crisis management and brand management
- Development and implementation of local government strategic plans

## Industry involvement

- Illinois City County Managers Association
- Illinois Association of Municipal Management Assistants
- The Legacy Project
- HR Certification Institute

**SENIOR CONSULTANT****Diana Muriithi**

*Diana Muriithi, senior consultant with Baker Tilly, has been with the firm since 2022.*

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**Education**

Master of Public Affairs  
University of Texas  
(Richardson, TX)

Bachelor of Science in criminal  
justice and pre-law  
North Carolina-Central University  
(Durham, NC)

Diana is a senior consultant with Baker Tilly's public sector advisory team with a background in financial budgeting, project management, and compensation for non-profit and public organizations.

Prior to joining Baker Tilly, Diana worked in local government as a senior budget analyst. Additionally, she has experience working as a human resources analyst and data analyst in the healthcare industry.

**Specific experience**

- Working with human resources information systems (HRIS)
- Preparing statistical data and reports related to recruitment, hiring, motivation, turnover, and compliance with employment laws and regulations
- Preparing short- and long-term performance metrics goals
- Statistical forecasting and trend analysis for project revenues, grants, trusts, as well as the operating budget

**Industry involvement**

- World at Work, Total Rewards Association

**Certifications**

- Certified Compensation Professional (CCP) - in progress

ANALYST

# Samuel Oviedo

*Samuel Oviedo, an analyst with Baker Tilly, has been with the firm since 2022.*



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## Education

Bachelor of Arts in Broadcast  
Journalism  
University of North Texas  
(Denton, TX)

Samuel is an analyst with the Compensation Consulting group within Baker Tilly's Public Sector Advisory practice. His focus is on providing support to classification and compensation related projects by conducting market assessments, internal position review, employee questionnaire coordination, job description updates and development, benefits comparison reports, and FLSA review.

Prior to joining Baker Tilly, Samuel served in several local government roles within Parks and Recreation, Code Compliance, and most recently Planning and Urban Design as an Outreach Specialist.

## Specific experience

- General human resources, onboarding and training
- Payroll assistance and compensation analysis
- Retention and operational analysis
- Community outreach
- Developing marketing and informational campaigns
- Customer service
- Media content development and delivery

ANALYST

# Thomas Patton

*Thomas Patton, an analyst with Baker Tilly, has been with the firm since 2019.*



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## **Education**

Bachelor of Science, human  
resources development  
University of Minnesota – Twin  
Cities

Thomas is an analyst for the human capital practice, focusing on data collection and analysis, as well as job description formulation and writing. He contributes to the team's endeavors by securing quality data to facilitate successful compensation and benefits studies. Thomas also supports the team by drafting job descriptions for positions being studied within a project. His expertise assists the team through the coordination of projects and ensures smooth transitions between each phase. He brings an abundance of knowledge from working with governmental entities from states such as Arizona, Indiana, Kansas, Minnesota, Virginia, Washington and Wisconsin.

## **Specific experience**

- Assisting with compensation and benefit project coordination
- Collecting and submitting employee positional analysis questionnaires
- Coordinating compensation and benefit surveys
- Performing data entry and analysis
- Providing client support services

SENIOR CONSULTANT

# Sarah E. Towne

*Sarah Towne, senior consultant, has been with the firm since 2022.*



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## Education

Master of Public Administration  
Graduate certificate in women's studies  
Appalachian State University  
(Boone, NC)

Bachelor of Arts in sociology and applied business  
University of Colorado  
(Boulder, CO)

Sarah is a senior consultant with a background in higher education, local government, and human resources management.

Prior to joining Baker Tilly, Sarah served as an adjunct faculty and course coordinator for the online MPA program at the University of North Carolina's school of government.

## Specific experience

- Published research in human resources management, workplace policies and programs, family-friendly policies, and gender and diversity in the public sector
- Strategic human resources management research in North Carolina and Virginia local governments including qualitative and quantitative data collection and analysis
- Wage gap and pay equity research and analysis using publicly available data, federal employment surveys, BLS and Census data

## Industry involvement

- American Society for Public Administration (ASPA)
  - Section for Personnel Administration and Labor Relations (SPALR), board member
  - Section for Women in Public Administration (SWPA), member
- Southeastern Conference for Public Administration (SECoPA)

MANAGER

## Brenda Turner, CCP

*Brenda Turner, a manager with Baker Tilly, joined the firm in 2020.*



### **Baker Tilly US, LLP**

2500 Dallas Parkway  
Suite 300  
Plano, TX 75093  
United States

T: +1 (214) 543 3383  
[brenda.turner@bakertilly.com](mailto:brenda.turner@bakertilly.com)

[bakertilly.com](http://bakertilly.com)

### **Education**

Master of Business Administration  
University of Texas (Dallas, Texas)

Bachelor of Business Administration  
Dallas Baptist University (Dallas,  
Texas)

Brenda is a manager in Baker Tilly's human capital practice. She is experienced in providing compensation design, implementation and program management services in a variety of industries. Before joining Baker Tilly, Brenda served in compensation leadership and analyst roles in the airline and technology industries. She has also served in finance and accounting roles in the hospitality and technology industries.

### **Specific experience**

- Compensation structure design and implementation, including market-based and point factor approaches
- FLSA and internal pay equity analysis and implementation
- Job documentation and job description development and publication
- Base salary, short term and long term incentive design and program management
- Executive compensation VP to C-Suite to CEO program design and management
- Organization transactions (M&A, IPO, Private Equity)
- Compensation management technology design, implementation and administration

### **Industry involvement**

- World at Work (WAW)
- Society for Human Resource Management (SHRM)

### **Continuing professional education**

- Certified Compensation Professional (CCP)

**BOARD OF COUNTY COMMISSIONERS AGENDA ITEM  
COVER PAGE**

**MEETING DATE:** October 20, 2022

**TIME REQUIRED:**

**AGENDA:** CONSENT CALENDAR

**TITLE:**

For possible action. Discussion to accept the Public Guardian's 2022 Second Quarter Report for the period beginning April 1, 2022, and ending June 30, 2022, per Douglas County Code 2.22.135. (Nicole Thomas)

**RECOMMENDED MOTION:**

Accept the Public Guardian's 2022 Second Quarter Report for the period beginning April 1, 2022, and ending June 30, 2022, as presented.

**FINANCIAL IMPACT:**

Guardianship fees received for the quarter ending June 30, 2022, totaled \$23,345.66.

**BACKGROUND:**

Attached is the Public Guardian's 2022 Second Quarter Report for the period of April 1, 2022, through June 30, 2022. A total of \$23,345.66 was collected in fees.

**ATTACHMENTS:**

[Quarterly Report April, May, June 2022.pdf](#)



**Nicole Thomas**  
**Public Guardian**

P.O. Box 1929  
 Minden, NV 89423  
 (775)782-6216 (775)782-9031 (f)

**DOUGLAS COUNTY PUBLIC GUARDIAN**  
**Quarterly Report for Period Ending**  
**June 30th, 2022**

**Number of Protected Persons:**

|   |                       |
|---|-----------------------|
| Active Guardianships (06/30/2022)         | 23-Full Guardianships |
| Active Guardianships of Estate            | 2- Estate Only        |
| Active Guardianships of Person            | 0- Person Only        |
| Active Temporary Guardianships            | 1                     |
| Minor Guardianship                        | 1                     |
| <br>                                      |                       |
| Guardianships received this quarter       | 2                     |
| Protected Persons deceased this quarter   | 1                     |
| Guardianship dismissed (other than death) | 1                     |
| <br>                                      |                       |
| Referrals Pending                         | 2                     |
| Estates to Close                          | 2                     |
| Estates Converted to Administrator        | 0                     |
| Estates Closed                            | 1                     |
| <br>                                      |                       |
| Investigations Received                   | 2                     |
| Investigations Closed                     | 0                     |
| Investigations Converted to Guardianships | 1                     |
| <br>                                      |                       |
| Clients deemed indigent                   | 2                     |

**Placement:**

Douglas County

|                             |   |
|-----------------------------|---|
| Carson Valley Senior Living | 1 |
| Gardnerville Health & Rehab | 3 |
| Chateau                     | 1 |
| In their own home           | 4 |

Carson City

|                              |   |
|------------------------------|---|
| Mountain View Health & Rehab | 5 |
| Spirit of Hope               | 1 |

Reno/Sparks

|                          |   |
|--------------------------|---|
| Mt. Olive Care           | 1 |
| Well-care                | 1 |
| Life Care of Reno        | 1 |
| Pleasant Care Group Home | 1 |
| Starlight Group Home     | 1 |

Yerington

|                        |   |
|------------------------|---|
| Mason Valley Residence | 1 |
|------------------------|---|

Fallon

|               |   |
|---------------|---|
| The Homestead | 1 |
|---------------|---|

Las Vegas

|                    |   |
|--------------------|---|
| _Neuro Restorative | 2 |
| The Meadows Home   | 1 |

**Out of State:**

Idaho

|                           |   |
|---------------------------|---|
| Mini Cassia Health Center | 0 |
|---------------------------|---|

California

|                              |   |
|------------------------------|---|
| *Client location undisclosed | 1 |
|------------------------------|---|

\*Twenty-six clients under the care of the Public Guardian Office, including two Guardianships of Estate, one temporary guardianships/minor guardianship. We have two pending estates to close, and 2 referrals to complete.  
Guardianship fees generated and deposited to the General Fund: \$23,345.66.

Respectfully submitted,

Nicole Thomas

cc: Michael Rowe, Esq.

Patrick Cates, County Manager

Board of County Commissioners

**BOARD OF COUNTY COMMISSIONERS AGENDA ITEM  
COVER PAGE**

**MEETING DATE:** October 20, 2022

**TIME REQUIRED:**

**AGENDA:** CONSENT CALENDAR

**TITLE:**

For possible action. Discussion to approve a construction contract with Herback General Engineering, LLC, in the amount of up to \$1,075,275, to construct the Romero, Stephanie, Chowbuck, and Skyline stormwater detention basins in the Johnson Lane area, and authorize the County Manager to execute the contract, any related documents, and change orders up to 5% of the original contract amount. (Courtney Walker)

**RECOMMENDED MOTION:**

Approve a contract with Herback General Engineering, LLC to construct the Romero, Stephanie, Chowbuck, and Skyline stormwater detention basins as presented and authorize the County Manager to execute the contract, any related documents, and change orders up to 5% of the original contract amount.

**FINANCIAL IMPACT:**

These four stormwater detention basin projects have been approved in the Capital Improvement Plan and prioritized by Douglas County to fulfill the County's settlement agreement obligations related to the Johnson Lane Flood Litigation (Project # 20D04, 20D03, 21D01, 21D02). Funds are approved in the last fiscal year (FY 2021-22) capital improvement plan. The lowest bid came in \$105,319 greater than what was budgeted. However, American Rescue Plan Act (ARPA) funding was approved to cover the difference.

**BACKGROUND:**

The Stephanie, Romero, Chowbuck, and Skyline detention basins are required to be constructed as a result of the 2019 Johnson Lane Litigation Settlement Agreement. The litigation was a result of severe storms and flooding in the Johnson Lane area in 2014 and 2015. The basins are required to be constructed within nine months of approval from the Bureau of Land Management, which has been obtained.

Douglas County Public Works publicly advertised and solicited bids for this project as required by NRS

Chapter 338. In response, the County received ten bids which are tabulated on the attached Johnson Lane Drainage Basins Bid sheet. Of the bidders, Herback General Engineering, LLC was the lowest responsive and responsible bidder at \$1,075,275. As required by NRS Chapter 338 and the Bid documents, the County posted its notice of Recommendation to Award a Contract between Owner and Contractor on October 6, 2022. To be timely, any bid protest must be filed by no later than October 13, 2022. In the absence of such a protest, the staff recommends awarding the Contract to Herback General Engineering.

**ATTACHMENTS:**

[Johnson Lane Drainage Basins Bid Tab.pdf](#)

[Herback Contract Package for Johnson Lane Drainage Basins.pdf](#)

| Johnson Lane Drainage Basins Project |  |        |      | Engineers Estimate |                 | Farr Construction |                 | Coons Construction |                 | QAD Construction |                 | Herback General Engineering |                 | A&K Earth Movers |                 | Mountain West Construction |                 | F.W. Carson Construction |                 | Burdick Excavating |                 | Aspen Developers |                 | Sierra Nevada Construction |                 | Average         |             |
|--------------------------------------|--|--------|------|--------------------|-----------------|-------------------|-----------------|--------------------|-----------------|------------------|-----------------|-----------------------------|-----------------|------------------|-----------------|----------------------------|-----------------|--------------------------|-----------------|--------------------|-----------------|------------------|-----------------|----------------------------|-----------------|-----------------|-------------|
| Bid Item                             | Item   | Qty    | Unit | Unit Price         | Total Price     | Unit Price        | Total Price     | Unit Price         | Total Price     | Unit Price       | Total Price     | Unit Price                  | Total Price     | Unit Price       | Total Price     | Unit Price                 | Total Price     | Unit Price               | Total Price     | Unit Price         | Total Price     | Unit Price       | Total Price     | Unit Price                 | Total Price     |                 |             |
| 1                                    | Mobilization and Demobilization                  | 1      | LS   | \$ 60,000.00       | \$ 60,000.00    |                   |                 |                    |                 |                  |                 |                             |                 |                  |                 |                            |                 |                          |                 |                    |                 |                  |                 |                            |                 | \$ 78,295.36    |             |
| 2                                    | Clearing and Grubbing                            | 1      | LS   | \$ 20,000.00       | \$ 20,000.00    | \$ 132,000.00     | \$ 132,000.00   | \$ 20,500.00       | \$ 20,500.00    | \$ 129,223.00    | \$ 129,223.00   | \$ 91,930.00                | \$ 91,930.00    | \$ 100,098.00    | \$ 100,098.00   | \$ 36,498.00               | \$ 36,498.00    | \$ 82,000.00             | \$ 82,000.00    | \$ 25,000.00       | \$ 25,000.00    | \$ 109,000.00    | \$ 109,000.00   | \$ 75,000.00               | \$ 75,000.00    | \$ 59,712.27    |             |
| 3                                    | Earthwork  | 1      | LS   | \$ 120,000.00      | \$ 120,000.00   | \$ 205,000.00     | \$ 205,000.00   | \$ 86,320.00       | \$ 86,320.00    | \$ 37,575.00     | \$ 37,575.00    | \$ 46,100.00                | \$ 46,100.00    | \$ 39,280.00     | \$ 39,280.00    | \$ 49,560.00               | \$ 49,560.00    | \$ 58,000.00             | \$ 58,000.00    | \$ 30,000.00       | \$ 30,000.00    | \$ 60,000.00     | \$ 60,000.00    | \$ 25,000.00               | \$ 25,000.00    | \$ 243,565.00   |             |
| 4                                    | Concrete lined inlet and spillway                | 7.150  | SF   | \$ 25.00           | \$ 178,750.00   | \$ 67.00          | \$ 479,050.00   | \$ 30.25           | \$ 216,287.50   | \$ 21.30         | \$ 152,295.00   | \$ 22.50                    | \$ 160,875.00   | \$ 24.00         | \$ 171,600.00   | \$ 30.40                   | \$ 217,360.00   | \$ 24.00                 | \$ 171,600.00   | \$ 22.40           | \$ 160,160.00   | \$ 35.00         | \$ 250,250.00   | \$ 25.00                   | \$ 178,750.00   | \$ 212,452.50   |             |
| 5                                    | Wire Fence                                       | 2,900  | SF   | \$ 10.00           | \$ 29,000.00    | \$ 17.75          | \$ 51,475.00    | \$ 21.05           | \$ 61,045.00    | \$ 59.50         | \$ 168,450.00   | \$ 46.50                    | \$ 134,850.00   | \$ 16.00         | \$ 52,200.00    | \$ 19.69                   | \$ 57,101.00    | \$ 37.00                 | \$ 107,300.00   | \$ 21.00           | \$ 60,900.00    | \$ 43.00         | \$ 124,700.00   | \$ 42.00                   | \$ 121,800.00   | \$ 86,074.64    |             |
| 6                                    | 18" RCP Outlet Piping                            | 150    | LF   | \$ 200.00          | \$ 30,000.00    | \$ 205.00         | \$ 30,750.00    | \$ 195.25          | \$ 23,437.50    | \$ 195.00        | \$ 29,250.00    | \$ 130.00                   | \$ 19,500.00    | \$ 200.00        | \$ 30,000.00    | \$ 109.58                  | \$ 16,437.00    | \$ 171.00                | \$ 25,650.00    | \$ 148.00          | \$ 22,200.00    | \$ 120.00        | \$ 18,000.00    | \$ 160.00                  | \$ 24,000.00    | \$ 24,474.95    |             |
| 7                                    | 24" RCP Outlet Piping                            | 200    | LF   | \$ 250.00          | \$ 50,000.00    | \$ 260.00         | \$ 52,000.00    | \$ 285.50          | \$ 57,100.00    | \$ 229.00        | \$ 45,800.00    | \$ 137.00                   | \$ 27,400.00    | \$ 210.00        | \$ 42,000.00    | \$ 137.49                  | \$ 27,498.00    | \$ 199.00                | \$ 39,800.00    | \$ 165.00          | \$ 33,000.00    | \$ 140.00        | \$ 28,000.00    | \$ 180.00                  | \$ 36,000.00    | \$ 39,872.55    |             |
| 8                                    | Class 300 Riprap                                 | 1      | LS   | \$ 127,558.33      | \$ 127,558.33   | \$ 199,000.00     | \$ 199,000.00   | \$ 95,287.50       | \$ 95,287.50    | \$ 172,677.00    | \$ 172,677.00   | \$ 95,520.00                | \$ 95,520.00    | \$ 185,000.00    | \$ 185,000.00   | \$ 116,517.00              | \$ 116,517.00   | \$ 157,000.00            | \$ 157,000.00   | \$ 167,500.00      | \$ 167,500.00   | \$ 110,000.00    | \$ 110,000.00   | \$ 135,000.00              | \$ 135,000.00   | \$ 341,914.53   |             |
| 9                                    | Class 400 Riprap                                 | 1      | LS   | \$ 10,560.00       | \$ 10,560.00    | \$ 30,000.00      | \$ 30,000.00    | \$ 7,801.50        | \$ 7,801.50     | \$ 14,200.00     | \$ 14,200.00    | \$ 7,950.00                 | \$ 7,950.00     | \$ 15,000.00     | \$ 15,000.00    | \$ 13,513.00               | \$ 13,513.00    | \$ 16,000.00             | \$ 16,000.00    | \$ 12,000.00       | \$ 12,000.00    | \$ 9,000.00      | \$ 9,000.00     | \$ 14,000.00               | \$ 14,000.00    | \$ 13,556.77    |             |
| 10                                   | Class 550 Riprap                                 | 1      | LS   | \$ 12,150.00       | \$ 12,150.00    | \$ 17,000.00      | \$ 17,000.00    | \$ 3,104.00        | \$ 3,104.00     | \$ 10,526.00     | \$ 10,526.00    | \$ 6,955.00                 | \$ 6,955.00     | \$ 15,000.00     | \$ 15,000.00    | \$ 10,326.00               | \$ 10,326.00    | \$ 15,000.00             | \$ 15,000.00    | \$ 11,500.00       | \$ 11,500.00    | \$ 10,000.00     | \$ 10,000.00    | \$ 11,000.00               | \$ 11,000.00    | \$ 11,141.91    |             |
| 11                                   | Class 700 Riprap                                 | 1      | LS   | \$ 4,500.00        | \$ 4,500.00     | \$ 15,000.00      | \$ 15,000.00    | \$ 8,400.00        | \$ 8,400.00     | \$ 8,800.00      | \$ 8,800.00     | \$ 2,800.00                 | \$ 2,800.00     | \$ 7,500.00      | \$ 7,500.00     | \$ 3,088.00                | \$ 3,088.00     | \$ 10,000.00             | \$ 10,000.00    | \$ 5,000.00        | \$ 5,000.00     | \$ 5,000.00      | \$ 5,000.00     | \$ 4,500.00                | \$ 4,500.00     | \$ 6,586.18     |             |
| 12                                   | Type II Aggregate Base Access Road               | 33,200 | SF   | \$ 1.50            | \$ 49,800.00    | \$ 4.50           | \$ 149,400.00   | \$ 2.25            | \$ 74,700.00    | \$ 2.50          | \$ 83,000.00    | \$ 2.15                     | \$ 71,380.00    | \$ 1.25          | \$ 41,500.00    | \$ 2.46                    | \$ 81,672.00    | \$ 2.00                  | \$ 66,400.00    | \$ 3.50            | \$ 116,200.00   | \$ 1.90          | \$ 63,080.00    | \$ 1.65                    | \$ 54,780.00    | \$ 77,446.55    |             |
| 13                                   | Concrete Apron at Basin Inlet                    | 1,440  | SF   | \$ 25.00           | \$ 36,000.00    | \$ 54.00          | \$ 77,760.00    | \$ 30.25           | \$ 43,560.00    | \$ 21.00         | \$ 30,240.00    | \$ 24.50                    | \$ 35,280.00    | \$ 23.00         | \$ 33,120.00    | \$ 32.77                   | \$ 47,188.80    | \$ 23.00                 | \$ 33,120.00    | \$ 25.85           | \$ 37,224.00    | \$ 35.00         | \$ 50,400.00    | \$ 35.00                   | \$ 50,400.00    | \$ 43,117.53    |             |
| 14                                   | Concrete Weir at Emergency Spillway              | 2,250  | SF   | \$ 30.00           | \$ 67,500.00    | \$ 45.00          | \$ 101,250.00   | \$ 30.25           | \$ 68,062.50    | \$ 20.00         | \$ 45,000.00    | \$ 23.50                    | \$ 52,875.00    | \$ 23.00         | \$ 51,750.00    | \$ 32.77                   | \$ 73,732.50    | \$ 22.00                 | \$ 49,500.00    | \$ 25.50           | \$ 57,375.00    | \$ 35.00         | \$ 78,750.00    | \$ 36.00                   | \$ 81,000.00    | \$ 66,072.27    |             |
| 15                                   | Type 3R Catch Basin/Manhole (Outlet Appurtenant) | 4      | EA   | \$ 8,000.00        | \$ 32,000.00    | \$ 7,500.00       | \$ 30,000.00    | \$ 7,250.00        | \$ 29,000.00    | \$ 5,961.00      | \$ 23,844.00    | \$ 3,910.00                 | \$ 15,640.00    | \$ 4,200.00      | \$ 16,800.00    | \$ 4,173.00                | \$ 16,692.00    | \$ 4,400.00              | \$ 17,600.00    | \$ 5,555.00        | \$ 22,220.00    | \$ 8,000.00      | \$ 32,000.00    | \$ 5,700.00                | \$ 22,800.00    | \$ 23,508.73    |             |
| 16                                   | 18" Concrete Flared End Section                  | 2      | EA   | \$ 2,000.00        | \$ 4,000.00     | \$ 7,500.00       | \$ 14,400.00    | \$ 5,250.00        | \$ 10,500.00    | \$ 4,450.00      | \$ 8,900.00     | \$ 4,825.00                 | \$ 9,650.00     | \$ 2,200.00      | \$ 4,400.00     | \$ 1,805.00                | \$ 3,610.00     | \$ 3,500.00              | \$ 7,000.00     | \$ 3,775.00        | \$ 7,550.00     | \$ 6,000.00      | \$ 12,000.00    | \$ 5,300.00                | \$ 10,600.00    | \$ 8,419.09     |             |
| 17                                   | 24" Concrete Flared End Section                  | 2      | EA   | \$ 4,000.00        | \$ 8,000.00     | \$ 7,600.00       | \$ 15,200.00    | \$ 5,850.00        | \$ 11,700.00    | \$ 5,000.00      | \$ 10,000.00    | \$ 5,150.00                 | \$ 10,300.00    | \$ 2,900.00      | \$ 5,800.00     | \$ 2,176.00                | \$ 4,352.00     | \$ 4,800.00              | \$ 9,600.00     | \$ 4,000.00        | \$ 8,000.00     | \$ 8,000.00      | \$ 6,000.00     | \$ 12,000.00               | \$ 5,900.00     | \$ 11,800.00    | \$ 9,413.82 |
| 18                                   | 6" Concrete Access Road on 6" Agg Base           | 4,920  | SF   | \$ 20.00           | \$ 98,400.00    | \$ 18.00          | \$ 88,560.00    | \$ 30.25           | \$ 148,830.00   | \$ 19.00         | \$ 93,480.00    | \$ 15.50                    | \$ 76,200.00    | \$ 16.00         | \$ 78,720.00    | \$ 27.12                   | \$ 133,430.40   | \$ 14.00                 | \$ 68,880.00    | \$ 24.50           | \$ 120,540.00   | \$ 23.00         | \$ 113,160.00   | \$ 27.00                   | \$ 132,840.00   | \$ 104,827.31   |             |
| 19                                   | Native Vegetation Finish and Erosion Control     | 1      | LS   | \$ 36,000.00       | \$ 36,000.00    | \$ 42,500.00      | \$ 42,500.00    | \$ 56,410.00       | \$ 56,410.00    | \$ 60,540.00     | \$ 60,540.00    | \$ 28,600.00                | \$ 28,600.00    | \$ 26,000.00     | \$ 26,000.00    | \$ 38,200.00               | \$ 38,200.00    | \$ 72,000.00             | \$ 72,000.00    | \$ 68,000.00       | \$ 68,000.00    | \$ 96,000.00     | \$ 96,000.00    | \$ 55,000.00               | \$ 55,000.00    | \$ 49,027.73    |             |
| 20                                   | Survey Staking                                   | 1      | LS   | \$ 42,900.00       | \$ 42,900.00    | \$ 41,000.00      | \$ 41,000.00    | \$ 39,717.50       | \$ 39,717.50    | \$ 43,200.00     | \$ 43,200.00    | \$ 10,000.00                | \$ 10,000.00    | \$ 30,000.00     | \$ 30,000.00    | \$ 32,800.00               | \$ 32,800.00    | \$ 7,100.00              | \$ 7,100.00     | \$ 50,000.00       | \$ 50,000.00    | \$ 33,000.00     | \$ 33,000.00    | \$ 25,000.00               | \$ 25,000.00    | \$ 32,247.05    |             |
| 21                                   | Force Account                                    | 1      | EA   | \$ 25,000.00       | \$ 25,000.00    | \$ 25,000.00      | \$ 25,000.00    | \$ 25,000.00       | \$ 25,000.00    | \$ 25,000.00     | \$ 25,000.00    | \$ 25,000.00                | \$ 25,000.00    | \$ 25,000.00     | \$ 25,000.00    | \$ 25,000.00               | \$ 25,000.00    | \$ 25,000.00             | \$ 25,000.00    | \$ 25,000.00       | \$ 25,000.00    | \$ 25,000.00     | \$ 25,000.00    | \$ 25,000.00               | \$ 25,000.00    | \$ 25,000.00    |             |
| <b>Total:</b>                        |  |        |      | \$ 1,042,118.33    | \$ 1,042,118.33 | \$ 2,096,245.00   | \$ 2,096,245.00 | \$ 1,792,118.00    | \$ 1,792,118.00 | \$ 1,347,000.00  | \$ 1,347,000.00 | \$ 1,075,275.00             | \$ 1,075,275.00 | \$ 1,125,000.00  | \$ 1,125,000.00 | \$ 1,210,416.70            | \$ 1,210,416.70 | \$ 1,318,950.00          | \$ 1,318,950.00 | \$ 1,279,369.00    | \$ 1,279,369.00 | \$ 1,976,940.00  | \$ 1,976,940.00 | \$ 1,338,007.00            | \$ 1,338,007.00 | \$ 1,356,721.73 |             |

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by



Issued and Published Jointly by



Endorsed by



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**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Douglas County, a political subdivision of the State of Nevada (“Owner”) and Herback General Engineering LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Johnson Lane Drainage Basins, the construction of four detention basins: Romero, Stephanie, Chowbuck and Skyline.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Johnson Lane Drainage Basins, the construction of four detention basins: Romero, Stephanie, Chowbuck and Skyline.

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by Lumos and Associates.

3.02 The Owner has retained none (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 200 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 250 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

## ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, a total sum not to exceed \$1,075,275, at the prices stated in the Contractor's Bid.  
All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of unit price work times the actual quantity of that item.
- C. The bid prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- D. Work shall include the following items:
  1. Base Bid

## ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the First day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- B. Progress payments will be made as follows:
1. Until fifty percent (50%) of the Work required by this Agreement has been performed, progress payments will be paid in an amount equal to ninety-five percent (95%) of each invoice. The remaining five percent (5%) will be withheld as retainage.
  2. After fifty percent (50%) of the Work required by this Agreement has been performed, if requested by the Contractor, the Owner may pay to the Contractor any of the remaining progress payments without withholding additional retainage if, in the Engineer's opinion, satisfactory progress is being made on the Services in accordance with NRS 338.515.
  3. If, after fifty percent (50%) of the Work required by this Agreement has been performed, the Engineer determines that satisfactory progress is being made, the Owner may pay any amount of retainage withheld from progress payments made during the Contractor's completion of the first fifty percent (50%) of Work required by this Agreement on the condition that if a subcontractor performed a portion of the Work, the Engineer determined that such Work was in compliance with this Agreement, the subcontractor submits to the Contractor a release of a mechanics lien for the portion of Work so completed, and a release of any applicable mechanics lien from each of the subcontractor's subcontractors and suppliers, and the amount of retainage the Owner pays is in proportion to the Work which the subcontractor performed. If the Contractor is paid for any retainage for Work completed by its subcontractors, the Contractor must pay to the subcontractor any retainage it held pursuant to NRS 338.555.
  4. If the Engineer determines that satisfactory progress is being made on the Work and does not withhold any amount pursuant to NRS 338.525, the Owner may pay ninety-seven and one-half percent (97.5%) of the amount of each invoice after completion of the first fifty percent (50%) of the Work and will release to the Contractor fifty percent (50%) of the retainage withheld from invoices received for the first fifty percent (50%) of Work completed. If the Engineer determines that satisfactory progress is not being made on the Work and does withhold an amount pursuant to NRS 338.525, the Owner may pay ninety-five percent (95%) of the amount of each invoice after completion of the first fifty percent (50%) of the Services and will continue to withhold the retainage withheld from invoices received for the first fifty percent (50%) of Services completed. The final audit shall be performed after the release of the retainage and may cause an adjustment of payments to the Owner or to the Contractor.
- C. Except as otherwise provided in NRS 338.525, the Owner will pay the Contractor the actual cost of the supplies, materials and equipment, that are identified in Contract; have been delivered and stored at the location; and in the time and manner specified in the Contract by the Contractor or subcontractor or supplier for use in the Work; and are in short supply or were specially made project.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest, payable at the end of each quarter, at the rate equal to the rate quoted by at least three insured banks, credit unions or savings and loan associations in this State as the highest rate paid on a certificate of deposit whose duration is approximately 90 days on the first day of the quarter. If the amount due to the Contractor at the end of the quarter is less than \$500, Owner may hold the interest in accordance with NRS 338.515.

## ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. If applicable, Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and, if applicable, the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement.
  2. Performance bond.
  3. Payment bond.
  4. Other bonds.
    - a. n/a.
  5. General Conditions (pages Page 1 to Page 65, inclusive).
  6. Supplementary Conditions (pages Page 1 to Page 23, inclusive).
  7. SRF Supplementary Conditions (none).
  8. Specifications as listed in the table of contents of the Project Manual.
  9. Drawings (not attached but incorporated by reference) consisting of 23 sheets with each sheet bearing the following general title: Johnson Lane Drainage Basins.
  10. Addenda (numbers 1 to 2, inclusive).
  11. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (dated 10/6/2022).
  12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

#### 10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Legal*

- A. To the extent that the disputes aren't resolved in accordance with Article 17, then any litigation regarding the interpretation or enforcement of this Agreement or any of the Contract Documents must be litigated in the appropriate court with jurisdiction, located in Douglas County, Nevada.

#### 10.07 *Fair Employment Practices*

- A. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, 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.
- B. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
- C. Any violation of such provision by the Contractor constitutes a material breach of Contract.
- D. If applicable, The Contractor further agrees to comply with the preferential employment requirements set forth in NRS 338.130. If the provisions of NRS 338.130 are not complied with, said non-compliance will render the Agreement void.

10.08 *Non-Appropriation*

- A. All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished if the County fails to appropriate monies.
- B. Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

10.09 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 10/20/2022 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
Douglas County, NV

\_\_\_\_\_

\_\_\_\_\_  
PO Box 218

\_\_\_\_\_

\_\_\_\_\_  
Minden, NV 89423

\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

**NOTE TO USER:** Use in those states or other jurisdictions where applicable or required.

## NOTICE OF DOUGLAS COUNTY’S USE OF “AMERICAN RESCUE PLAN ACT” STATE AND LOCAL FISCAL RECOVERY FUNDS AND RELATED FEDERAL REQUIREMENTS

Contractor Herback General Engineering (Contractor) is hereby notified and acknowledges the following:

1. Douglas County (the “County”) has received an allocation from the United States Treasury of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) established by the United States Congress on March 11, 2021 as part of the American Rescue Plan Act of 2021 (ARPA).
2. The County has elected to utilize the Standard Allowance methodology for calculating revenue loss eligible for the SLFRF program, which allows the SLFRF funding to be spent for government services as authorized in the United States Treasury Final Rule effective April 1, 2022 (31 CFR Part 35) the provisions of which are summarized at: <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>
3. The County is permitted to use SLFRF funding the County has received to contract with Contractor to construct four stormwater detention basins in the Johnson Lane area identified as the Romero, Stephanie, Chowbuck, and Sklyine detention basins (the “Detention Basins”)
4. The County intends to use SLFRF funding to partially fund the cost of the Agreement with Contractor for the construction of the Detention Basins.
5. Due to the County’s use of SLFRF funding, the Contractor must comply with any applicable legal and regulatory requirements for the use of SLFRF funding, including any applicable compliance requirements summarized at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> and any applicable required contractual provision(s) under 2 CFR Part 200, Appendix II.
6. Federal Civil Rights Requirements: The following requirements apply to the Agreement:
  - (1) Nondiscrimination -In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements issued.

(2) Equal Employment Opportunity -The following equal employment opportunity requirements apply to the underlying Agreement:

(a) Race, Color, Creed, National Origin, Sex, Age -In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future activities undertaken in the course of the work under this Agreement. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements issued.

(b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements issued.

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements issued.

7. Lobbying -- No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
8. Suspension and Debarment -- In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, Contractor certifies 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; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. By signing this Agreement, Contractor certifies that Contractor has not been suspended or debarred from federal projects, and is fully eligible to receive federal funding.

9. Prevailing Wage – the federal Davis-Bacon Act (prevailing wage) requirements do *not* apply to SLFRF-funded construction projects, however corollary state prevailing wage in construction laws do still apply. The applicable Nevada Prevailing Rates based on the date of bid opening (The 2023 Nevada Prevailing Wage Rates, Northern Nevada Rural Counties) are attached hereto as Exhibit A.

**Reviewed and Acknowledged by Herback General Engineering LLC**

By: \_\_\_\_\_  
(Name and Title) (Date)

# Exhibit A

## STATE OF NEVADA

STEVE SISOLAK  
GOVERNOR

TERRY REYNOLDS  
DIRECTOR

BRETT K. HARRIS  
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER  
3300 WEST SAHARA AVENUE, SUITE 225  
LAS VEGAS, NEVADA 89102  
PHONE: (702) 486-2650  
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER  
1818 COLLEGE PARKWAY, SUITE 102  
CARSON CITY, NV 89706  
PHONE: (775) 684-1890  
FAX (775) 687-6409

## 2023 PREVAILING WAGE RATES NORTHERN NEVADA RURAL COUNTIES

(Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey and White Pine)

**DATE OF DETERMINATION: October 1, 2022**

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED  
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

**PREVAILING WAGE DETERMINATIONS** - NRS 338.030 subsection 7, the wages so determined must be:

- (a) Issued by the Labor Commissioner on October 1 of the odd-numbered year in which the survey was conducted and, except as otherwise provided in subsection 8, remain effective for 2 years after that date; and
- (b) Made available by the Labor Commissioner to any public body which awards a contract for any public work.

Senate Bill 243 passed during the 80th Nevada Legislative Session (2019) and set forth in NRS section 338.025, now requires the Labor Commissioner to calculate the Prevailing Wage Rates by region. NRS section 338.025 Prevailing wage regions. For the purpose of determining the prevailing rate of wages pursuant to NRS section 338.030, four prevailing wage regions are hereby established in this State as follows:

1. The Washoe Prevailing Wage Region consisting of Washoe County;
2. The Northern Rural Prevailing Wage Region consisting of Carson City and the counties of Churchill, Douglas, Elko Eureka, Humboldt, Lander, Lyon, Mineral, Storey, Pershing and White Pine;
3. The Clark Prevailing Wage Region consisting of Clark County; and
4. The Southern Rural Prevailing Wage Region consisting of the counties of Esmeralda, Lincoln and Nye.

**OBJECTIONS TO PREVAILING WAGE DETERMINATIONS** – NRS section 338.030 subsection 2. Objections to the Prevailing Wage Determinations must be submitted within 30 days after the Prevailing Wage Determinations are issued.

Pursuant to NRS section 338.030 subsection 8, the Labor Commissioner will review the prevailing wage rates in each even-numbered year to determine if adjustments should be made.

**As Amendments/Revisions are made to the wage rates, they will be posted on the website for each respective Region. Please review regularly for any Amendments/Revisions that are posted or contact our offices directly for further assistance.**

|   |    |
|---|----|
| <a href="#">Air Balance Technician</a> .....                                    | 4  |
| <a href="#">Alarm Installer</a> .....   | 5  |
| <a href="#">Boilermaker</a> .....   | 6  |
| <a href="#">Bricklayer</a> .....  | 7  |
| <a href="#">Carpenter</a> .....   | 9  |
| <a href="#">Cement Mason</a> .....  | 10 |
| <a href="#">Electrician – Communication Technician</a> .....                    | 11 |
| <a href="#">Electrician - Lineman</a> .....                                     | 13 |
| <a href="#">Electrician – Neon Sign</a> .....                                   | 15 |
| <a href="#">Electrician - Wireman</a> .....                                     | 16 |
| <a href="#">Elevator Constructor</a> .....                                      | 17 |
| <a href="#">Fence Erector</a> .....   | 19 |
| <a href="#">Flagperson</a> .....  | 20 |
| <a href="#">Floorcoverer</a> .....  | 21 |
| <a href="#">Glazier</a> .....   | 22 |
| <a href="#">Highway Striper</a> .....   | 23 |
| <a href="#">Hod Carrier-Brick Mason</a> .....                                   | 24 |
| <a href="#">Hod Carrier – Plasterer Tender</a> .....                            | 25 |
| <a href="#">Ironworker</a> .....  | 27 |
| <a href="#">Laborer</a> .....   | 30 |
| <a href="#">Lubrication And Service Engineer (Mobile And Grease Rack)</a> ..... | 30 |
| <a href="#">Mechanical Insulator</a> .....                                      | 32 |
| <a href="#">Millwright</a> .....  | 33 |
| <a href="#">Operating Engineer</a> .....  | 35 |
| <a href="#">Operating Engineer – Steel Fabricator &amp; Erector</a> .....       | 35 |
| <a href="#">Operating Engineer – Piledriver</a> .....                           | 36 |
| <a href="#">Painter</a> .....   | 38 |
| <a href="#">Piledriver (Non-Equipment)</a> .....                                | 40 |
| <a href="#">Plasterer</a> .....   | 42 |
| <a href="#">Plumber/Pipefitter</a> .....  | 43 |
| <a href="#">Refrigeration</a> .....   | 44 |
| <a href="#">Roofer</a> .....  | 45 |
| <a href="#">Sheet Metal Worker</a> .....  | 46 |
| <a href="#">Soils and Material Tester</a> .....                                 | 47 |
| <a href="#">Sprinkler Fitter</a> .....  | 47 |
| <a href="#">Surveyor</a> .....  | 47 |
| <a href="#">Taper</a> .....   | 48 |
| <a href="#">Tile/Terrazzo Worker/Marble Mason Finisher</a> .....                | 49 |
| <a href="#">Tile/Terrazzo Worker/Marble Mason</a> .....                         | 50 |
| <a href="#">Traffic Barrier Erector</a> .....                                   | 52 |
| <a href="#">Truck Driver</a> .....  | 53 |
| <a href="#">Well Driller</a> .....  | 55 |
| <b>Group Classifications</b>  |    |
| <a href="#">Labor Group Classifications</a> .....                               | 56 |
| <a href="#">Operating Engineers</a> .....                                       | 60 |

**NRS section 338.010 subsection (25) “Wages” means:**

- a) The basic hourly rate of pay; and
- b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the worker.

**NRS section 338.035 Bona Fide Fringe Benefits** - Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. “Bona fide fringe benefit” means a benefit in the form of a contribution that is made not less frequently than monthly to an independent third party pursuant to a fund, plan or program: (a) Which is established for the sole and exclusive benefit of a worker and his or her family and dependents; and (b) For which none of the assets will revert to, or otherwise be credited to, any contributing employer or sponsor of the fund, plan or program. The term includes, without limitation, benefits for a worker that are determined pursuant to a collective bargaining agreement and included in the determination of the prevailing wage by the Labor Commissioner pursuant to NRS section 338.030.

Please see NRS sections 338.010, 338.020, and 338.035 and Nevada Administrative Code (NAC) sections 338.0097 and 338.092 through 338.100 for further details on “Bona fide fringe benefits” and reporting requirements and exceptions.

**Job Descriptions for Recognized Classes of Workers**

Regarding job descriptions for public works projects, please take notice of the following:

1. The job description links have been redacted to include ONLY the scope of work for the craft.
2. Pursuant to NAC section 338.0095(1)(a) - A worker employed on a public work must be paid the applicable prevailing rate of wage for the type of work that the worker actually performs on the public work and in accordance with the recognized class of the worker.
3. The work description for a particular class is not intended to be jurisdictional in scope.
4. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner in writing for a determination of the applicable classification and pay rate for a particular type of work.
5. The job descriptions set forth or referenced herein supersede any, and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
6. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:
  - Amendments to the prevailing wage determinations.
  - Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

**Zone Rates**

The zone rate has been added to each applicable craft.

**Premium Pay** Premium pay for hours worked in excess of a shift of 8 hours or 12 hours, or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

Craft: AIR BALANCE TECHNICIAN (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

|   |       |
|---|-------|
| Air Balance Technician Journeyman.....      | 71.50 |
| Air Balance Technician-Foreman.....         | 75.71 |
| Air Balance Technician-General Foreman..... | 79.93 |

**ADD ZONE RATE**

In addition to AIR BALANCE rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

|        |                 |  |
|--------|-----------------|--|
| Zone 1 | 0 to 75 miles   | \$0.00   |
| Zone 2 | 75 to 100 miles | \$5.00   |
| Zone 3 | Over 100 miles  | \$10.00 the employee shall be provided reasonable lodging and meal expenses. |

**ADD PREMIUM PAY**

All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:

1. For all hours worked over Eight (8) Hours in one day or shift.
2. For the first Eight (8) Hours work on Saturday.

All hourly rates are subject to Double Time of the Regular Rate:

1. For all hours worked over Ten (10) Hours in one day or shift.
2. For all hours worked over Eight (8) Hours on Saturday.
3. For all hours worked on Sunday, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day

**JOB DESCRIPTION:** Excerpt from Sheet Metal Local 26 Collective Bargaining Agreement

(a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

Craft: ALARM INSTALLER (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Alarm Installer.....33.79

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system;
2. Installing of wiring and signaling units;
3. Repairing electrical protective signaling systems
4. Starting up, programming and documenting systems;

Craft: BOILERMAKER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

|                          |       |
|--------------------------|-------|
| Boilermaker.....         | 65.94 |
| Boilermaker Foreman..... | 65.94 |
| Boilermaker General..... | 65.94 |

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

**Craft: BRICKLAYER (Union Rate)**  
**Prevailing wage rates include the base rate as well as all applicable fringes**

|                            |       |
|----------------------------|-------|
| Bricklayer Journeyman..... | 50.03 |
| Bricklayer Foreman.....    | 51.28 |

|        |                |        |
|--------|----------------|--------|
| Zone 1 | 0 to 34 miles  | \$0.00 |
| Zone 2 | 35 to 75 miles | \$2.50 |
| Zone 3 | Over 75 miles  | \$8.12 |

**ADD PREMIUM PAY**

**Section A.** Hours. The standard workday shall consist of eight (8) continuous hours of work between the hours of 5:30 a.m. and 4:30 p.m.,

**Section B.** Overtime All work in excess forty (40) hours during the established work week shall be paid at the rate of one and one half (1-1/2) times the hourly base wage rate in effect. Employees will be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day, and double time (2x) after ten (10) hours in a single day.

1. Employees will be paid double time for hours worked on Union recognized Holidays.
2. Employees will be paid double time on Sundays.
3. Work performed on Saturday will be paid at one and one-half (1-1/2) times the regular wage rate, in accordance with Article XVII, Section D. Work performed on Saturdays in excess of eight (8) hours shall be paid at double the applicable hourly rate.

**Section C.**

1. The first shift shall be the regular day shift insofar as computing wage payments is concerned, and the first day shift shall work a regular eight-hour shift, with a one half-hour unpaid lunch period midway through the shift. The normal starting time for the first shift shall be between 5:30-10:00 a.m.
2. If two work shifts are established, the second shift shall consist of eight (8) hours of continuous work, with a one half-hour unpaid lunch period midway through the shift. Employees working on the second shift shall receive eight hours times the basic straight time rate plus an additional fifty cents (\$.50) per hour for each of those eight hours.
3. If three work shifts are established, the third shift shall consist of seven hours of continuous work, plus one half-hour unpaid lunch period midway through the shift. Employees working on the third shift shall receive the basic straight time rate plus three dollars and twenty-five cents (\$3.25) for each of those seven hours.
4. Time worked in excess of seven hours on the third shift shall be paid at the appropriate overtime rate.

**RECOGNIZED HOLIDAYS**

Holidays. The Employer agrees to recognize the following holidays: New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day, and Christmas Day. Any holiday falling on a Sunday will be observed on the Monday following, and any holiday falling on a Saturday will be observed on the preceding Friday.

**Job Descriptions** Excerpt from Bricklayer and Allied Craftworkers Local Union No. 13 Collective Bargaining Agreement

1. BRICK MASONRY: Brick Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials: A. The laying of brick made from any material in, under or upon any structure or form of work where bricks are used, whether in the ground, or over its surface, or beneath water; in commercial and residential buildings, rolling mills, iron works, blast or smelter furnaces, lime or brick kilns; in mines or fortifications, and in all underground work, such as sewers, telegraph, electric and telephone conduits; including the installation of substitutes for brick such as all carbon materials, Karbate, Impervite or mixtures, all acid resistant materials, all terra cotta and porcelain materials, except where the foregoing materials are manufactured to substitute for tile as provided for under the category of Section 8, C, of this Code. B. All cutting of joints, pointing, cleaning and cutting of brick walls, fireproofing, blockarching, terra cotta cutting and setting, the laying and cutting of all tile plaster, mineral-wool, cork blocks and glass masonry, or any substitute for above materials, the laying of all pipe sewers or water mains and the filling of all joints on the same when such sewers or conduits are of any vitreous material, burnt clay or cement, or any substitute material used for the above purpose, the cutting, rubbing and grinding of all kinds of brick and the setting of all cut stone trimmings on brick buildings, and the preparation and erection of plastic, castables or any refractory materials. C. Cleaning, grouting, pointing, and other work necessary to achieve and complete the work under the foregoing categories; all waterproofing and black mastic waterproofing, silicone and/or substitutes sandwiched between masonry units in the interior of the wall. D. All terra cotta called unit tile in sizes over 6"x12" regardless of method of installation; all quarry tile over 9"x9"x1 1/4" in size; split brick or quarry tile or similar material if bedded and jointed with one operation. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing same. E. All burnt clay extruded cellular products regardless of trade name or method of installation when used as a veneer on structures; all clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta and like materials in sizes larger than 6"x12", regardless of the method of installation. Where the preponderance of material to be installed is of the above size, and when material of lesser sizes is to be used in connection therewith, the bricklayers shall install all such materials. Brick paving comes under bricklayers' trade classification. F. The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install masonry units and materials, or that otherwise assist the mason in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of masonry units and materials.

Craft: CARPENTER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

|                                |       |
|--------------------------------|-------|
| Carpenter Journeyman.....      | 54.91 |
| Carpenter Foreman.....         | 58.32 |
| Carpenter General Foreman..... | 62.07 |

**ADD ZONE RATE**

(Building and Heavy Highway and Dam Construction)

In addition to CARPENTER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

|        |                  |   |
|--------|------------------|---|
| Zone 1 | 0 to 75 miles    | \$0.00 (Road miles from the Washoe County Courthouse) |
| Zone 2 | 75 to 150 miles  | \$4.00  |
| Zone 3 | 150 to 300 miles | \$5.00  |
| Zone 4 | Over 300 miles   | \$6.00  |

**ADD PREMIUM PAY**

Any work performed over eight (8) hours per day and on Saturdays shall be compensated at time and one-half (1-1/2x) the appropriate hourly rate. All work performed on Sundays, holidays and over twelve (12) hours in one (1) day shall be compensated at two times (2x) the appropriate hourly rate. In the event a day's work is lost because of severe weather conditions or major mechanical breakdown, work may be performed on a voluntary basis on a Saturday at the straight time hourly rate for eight (8) hours provided the straight time hours worked in one (1) week do not exceed forty (40) hours.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, 4th of July, Labor Day, Admission's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION** Excerpt from Southwest Regional Council of Carpenters and Affiliated Local Unions Master Labor Agreement

(1) All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure. All rigging of Carpenters', and Piledrivers' materials.

(2) All heavy, highway and engineering construction, including but not limited to the construction, improvement, modification and demolition of all or any part of the streets, highways, bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and draining systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwaters or rip rap stone or operations incidental to such heavy construction work and whether such work is above or below the water line level.

(3) The character of such work covered by this Agreement shall include but not be limited to all carpenter, concrete form work, shoring, drywall, metal stud, drywall finishing, plaster, scaffold, modular furniture, trade show work, insulation, acoustical, and lathing work on such construction

(4) All interior and/or exterior wall finish work, including EIFS and other wet wall finish work.

Craft: CEMENT MASON (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

|                                |       |
|--------------------------------|-------|
| Cement Mason - Journeyman..... | 48.92 |
| Cement Mason - Foreman.....    | 52.55 |

**ADD ZONE RATE**

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated from the Reno Post Office, 50 So. Virginia St., Reno, Nevada:

|        |               |        |
|--------|---------------|--------|
| Zone 1 | 0 to 90 miles | \$0.00 |
| Zone 2 | over 90 miles | \$6.00 |

**ADD PREMIUM PAY**

OVERTIME – Any worked performed over eight (8) hours per day shall be compensated at time and one half the hourly rate. All work performed after twelve (12) consecutive hours shall be paid at double the hourly rate. All worked performed on Saturdays shall be compensated at time and one half the hourly rate. All Sunday and Holiday work shall be paid for at double time.

**RECOGNIZED HOLIDAYS**

New Year’s Day, Memorial Day, Independence Day, Labor Day, Admissions Day, Thanksgiving Day and the following Friday following Thanksgiving Day, and Christmas

**JOB DESCRIPTIONS**

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure.
2. All heavy, highway and engineering construction, including but not limited to construction, improvement, modification, demolition, of all or any part of streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, rail roads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or rip-rap stone, or operation incidental to such heavy construction work.
3. The work to be performed by Cement Masons shall include but not be limited to the following, when tools of the Cement Masons trade are used or required:

Setting screeds, screed pins, curb forms and curb and gutter forms, rodding, spreading and tamping concrete, hand application of curing compounds, applying topping (wet or dry) colors or grits; using Darby and push floats, hand troweling or hand floating; marking edging, brooming or brushing, using base cove or step tools; chipping, and stoning, patching or sacking; dry packing; spreading and finishing gypsum, operating mechanical finishers (concrete) such as Clary, Jackson, Bidwell Bridge Deck Paver or similar types; grinding machines; troweling machines, floating machines powered concrete saws; finishing of epoxy and resin materials, bush hammering and exposed finishes for architectural work.

Operation of skill saw, chain saw, Laser Screed, Laser Level, Curb and Slipform machines, Epoxy Type Injection pumps, stamps or other means of texturing, any new devices, which are beneficial to the construction of or with concrete or related products.

Craft: ELECTRICIAN COMMUNICATION TECHNICIAN (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

|                               |       |
|-------------------------------|-------|
| Communication Installer.....  | 44.79 |
| Communication Technician..... | 49.66 |
| Senior Technician .....       | 52.91 |

**ADD ZONE RATE**

In addition to Electrician Communication Tech rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

|        |                   |         |
|--------|-------------------|---------|
| Zone 1 | 0 to 70 miles     | \$0.00  |
| Zone 2 | 70 to 90 miles    | \$8.00  |
| Zone 3 | 90 miles and over | \$10.00 |

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For the first eight (8) hours worked on Saturday

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over eight (10) hours in one day or shift.
2. For any hours worked on Sunday
3. For any hours worked on Holidays

**Shift Rates**

1. Swing shift to be paid at seventeen-point three (17.3) percent the regular straight time rate for hours between 4:30 p.m. and 1:00 a.m.
2. Graveyard shift to be paid at thirty-one-point four (33.4) percent the regular straight time rate for hours between 12:30 a.m. and 9:00 a.m.
3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.

\*\*Note – Double the straight time rate is the max rate paid. (No pyramiding of overtime rates)

**JOB DESCRIPTION:**

The work covered by this Agreement shall include the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS 1. Background-foreground music 2. Intercom and telephone interconnect systems 3. Telephone systems 4. Nurse call systems 5. Radio page systems 6. School intercom and sound systems 7. Burglar alarm systems 8. Low-voltage

master clock systems 9. Multi-media/multiplex systems 10. Sound and musical entertainment systems  
11. RF Systems 12. Antennas and Wave Guide

B. FIRE ALARM SYSTEMS \* 1. Installation, wire pulling and testing

C. Television and Video Systems 1. Television monitoring and surveillance systems 2. Video security systems 3. Video entertainment systems 4. Video educational systems 5. Microwave transmission systems 6. CATV and CCTV

D. Security Systems 1. Perimeter security systems 2. Vibration sensor systems 3. Card access systems  
4. Access control systems 5. Sonar/Infrared monitoring equipment

E. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)  
1. SCADA (Supervisory Control and Data Acquisition) 2. PCM (Pulse Code Modulation) 3. Inventory Control Systems 4. Digital Data Systems 5. Broadband and Baseband and Carriers 6. Point of Sale Systems 4 7. VSAT Data Systems 8. Data Communication Systems 9. RF and Remote-Control Systems 10. Fiber Optic Data Systems

Craft: ELECTRICIAN LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR  
(Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

|                              |       |
|------------------------------|-------|
| Electrician-Groundman.....   | 56.09 |
| Lineman-Journeyman.....      | 81.13 |
| Lineman-Foreman.....         | 87.80 |
| Lineman-General Foreman..... | 94.54 |
| Lineman-Equipment Man.....   | 67.81 |

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

**RECOGNIZED HOLIDAYS**

New Year's Day, Martin Luther King Holiday, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:**

Outside, overhead and underground construction and maintenance work on electrical transmission lines, switch yards, substations and distribution systems which shall include:

1. Pole line work (whether built of wood, metal or other material): the digging and back-filling of holes for poles or anchors (by hand or mechanical equipment); the loading or unloading, handling, sorting and moving of materials; the assembly or erection of all materials including the guying, stringing of conductors and fiber optics or other work necessary on through to the ultimate completion of such pole work.

2. Steel or metal structures used for the purpose of carrying electrical wire, conductors, or equipment (this includes transmission towers, outdoor substations, switch racks, or similar electrical structures); the moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly and erection of all materials used on the job site, including the assembly of the grillage and foundations, on through to the ultimate completion of such structures. Work covered shall include the grounding of all such structures except the bonding of stub-angle to rebar cage; the stringing and installation of wires, cables and insulators or other electrical equipment suspended from structure; also the handling and placing of transformers or O.C.B.'s and other related electrical equipment.

The moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly of all electrical materials on race-ways such as ducts, shall be performed by workmen under the Agreement. This shall also include CIC (cable in conduit), CC (coillable conduit), the placing of fish wire, the pulling of cables or wires through such race-ways, installing and making up of termination and the splicing of such conductors.

Street lighting systems where such work properly comes under the outside jurisdiction shall be handled in the same manner as pole line construction.

Installing and maintaining the catenary and trolley work and bonding of rails shall be handled in the same manner as pole line, and steel construction.

In connection with all of the above items, it is understood the scope of this Agreement shall include not only new installation work but shall also govern the repair, maintenance or dismantling of such structures, lines or equipment; the handling and operating of all equipment used to transport men, tools and/or materials on the job site as well as the equipment used to move, raise or place materials used in the Outside Branch of the Electrical Industry shall be performed by workmen under this Agreement unless otherwise excluded herein.

Craft: ELECTRICIAN – NEON SIGN  
(Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Electrician Neon Sign Journeyman.....37.06

**ELECTRICIAN-NEON SIGN**, includes but is not limited to:

- 1. Installing, servicing and repairing plastic, neon and illuminated signs;
- 2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
- 3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
- 4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

Craft: ELECTRICIAN WIREMAN (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

|                              |       |
|------------------------------|-------|
| Wireman.....                 | 69.61 |
| Wireman-Cable Splicer.....   | 75.41 |
| Wireman Forman.....          | 75.41 |
| Wireman General Foreman..... | 81.21 |

**ADD ZONE RATE**

In addition to ELECTRICIAN-Wireman, rates, add the applicable amounts per hour, calculated from Washoe County Courthouse, Reno Nevada:

|        |                   |         |
|--------|-------------------|---------|
| Zone 1 | 0 to 70 miles     | \$0.00  |
| Zone 2 | 70 to 90 miles    | \$8.00  |
| Zone 3 | 90 miles and over | \$10.00 |

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For the first eight (8) hours worked on Saturday

Double the regular straight time hourly rate shall be paid for all time:

3. For all hours worked over ten (10) hours in one day or shift.
4. For any hours worked on Sunday
5. For any hours worked on Holidays

**Shift Rates**

1. Swing shift to be paid at seventeen-point three (17.3) percent the regular straight time rate for hours between 4:30 p.m. and 1:00 a.m.
2. Graveyard shift to be paid at thirty-one-point four (33.4) percent the regular straight time rate for hours between 12:30 a.m. and 9:00 a.m.
3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.

\*\*Note – Double the straight time rate is the max rate paid. (No pyramiding of overtime rates)

**RECOGNIZED HOLIDAYS**

New Year’s Day, Memorial Day, Independence Day, Labor Day, Admission Day, Veteran’s Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between NECA and Local Union 401, IBEW

All electrical construction, installation, or erection work including fabrication or prefabrication of boxes, brackets, bends and nipples and all electrical maintenance thereon including the final running tests. This shall include the installation and maintenance of temporary wiring and the installation of all electrical lighting, heat and power equipment, installation of all raceway systems, including underground conduits and all supports, underground utility conduits, photovoltaic power generation systems, wind power generation systems and geothermal power generating systems. Further all salvage of electrical work shall be included.

Craft: ELEVATOR CONSTRUCTOR (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

|   |        |
|---|--------|
| Elevator Constructor-Journeyman Mechanic.....           | 117.95 |
| Elevator Constructor-Journeyman Mechanic In Charge..... | 128.06 |

**ADD PREMIUM PAY**

Work performed on Construction Work on Saturdays, Sundays and before and after 30 the regular working day on Monday to Friday, inclusive, shall be classed as overtime, and paid for at double the rate of single time.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement of International Union of Elevator Constructors

The handling and unloading of all equipment coming under the jurisdiction of the Elevator Constructor, from the time such equipment arrives at or near the building site, shall be handled and unloaded by the Elevator Constructors. Mechanical equipment such as a forklift or truck mounted swing boom may be used by the Elevator Constructors. A derrick, crane or material hoist can be used under the supervision of Elevator Constructors to handle and unload the heavy material described in Par. 5(a). Where unusual conditions are expected to exist prior to delivery of equipment at or near the building site in regard to handling and unloading of equipment in the primary or secondary jurisdiction of the local union, the Company shall contact the Local's Business Representative to make appropriate arrangements for the handling and unloading of such equipment. In areas outside the jurisdiction of the local union, the Company shall contact the Regional Director.

(b) The erecting and assembling of all elevator equipment to wit: electric, hydraulic, steam, belt, dumbwaiters, residence elevators, parking garage elevators (such as Bowser, Pigeon Hole, or similar types of elevators), shuttles, compressed air and handpower, automatic people movers, monorails, airport shuttles and like-named devices used in the transportation of people for short distances of travel (less than 5 miles), as well as vertical reciprocating conveyor systems.

(c) It is understood and agreed that the preassembly of all escalators, moving stairways and link belt carriers that may be done in the factory shall include the following:

1. Truss or truss sections with tracks, drive units, machines, handrail drive sheaves, drive chains, skirts on the incline sections but not curved sections, step chains and steps installed and permanently aligned.
2. Balustrade brackets may be shipped attached but not aligned.
3. Setting of all controllers and all wiring and conduit from the controller.

All other work on escalators, moving stairways and link belt carriers shall be performed in the field before or after the truss or truss sections are joined and/or hoisted and placed in permanent position. This includes any and all work not done in the factory. The erecting and assembly of all theater stage and curtain elevator equipment and guides and rigging thereto, organ consoles and orchestra elevators

- (d) All wiring, conduit, and raceways from main line feeder terminals on the controller to other elevator apparatus and operating circuits. Controllers are not to be shipped from the factory with extended wiring attached thereto.
- (e) The erecting of all guide rails.
- (f) The installation of all grating under the control of the Company. The installation of all counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine room, overhead or below.
- (g) The drilling of overhead beams for attaching machines, sheaves, kick angles, and all other elevator equipment.
- (h) The setting of all templates.
- (i) All foundations, either of wood or metal, that should take the place of masonry.
- (j) The assembly of all cabs complete.
- (k) The installation of all indicators.
- (l) The erecting of all electrical or mechanical automatic or semi-automatic gates complete.
- (m) The hanging of all automatic or semi-automatic elevator hoistway doors, together with the installation of hangers and tracks.
- (n) The installation of all devices for opening and closing and locking of elevator car and hoistway doors and gates.
- (o) The drilling of doors for mounting of closing devices.
- (p) The drilling of angle supports for mounting of closing devices except one template hole.
- (q) The drilling of sills for sill trips.
- (r) The operating of temporary cars.
- (s) The setting of all elevator pressure open or pit tanks.
- (t) The setting of hydraulic power units (power units include: motor, pump, drive valve system, internal piping, muffler, internal wiring, controller and tank). Where power units arrive in parts, they shall be assembled at the job site. The wiring and piping to and between multiple hydraulic power units shall be performed at the job site.
- (u) All air cushions with the exception of those built of brick or those put together with hot rivets.
- (v) Landing door entrances.

Craft: FENCE ERECTOR (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Fence Erector.....45.78

**ADD ZONE RATE**

In addition to FENCE ERECTOR rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

|        |                   |        |
|--------|-------------------|--------|
| Zone 1 | 0 to 75 miles     | \$0.00 |
| Zone 2 | 75 to 150 miles   | \$4.00 |
| Zone 3 | 150 to 300 miles  | \$5.00 |
| Zone 4 | 300 miles or over | \$6.00 |

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power-driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level;

Craft: FLAG PERSON (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Flag Person.....42.66

**ADD ZONE RATE**

In addition to FLAG PERSON add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

|        |                   |        |
|--------|-------------------|--------|
| Zone 1 | 0 to 75 miles     | \$0.00 |
| Zone 2 | 75 to 150 miles   | \$4.00 |
| Zone 3 | 150 to 300 miles  | \$5.00 |
| Zone 4 | 300 miles or over | \$6.00 |

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION**

**FLAG PERSON**, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

Craft: FLOOR COVERER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

|                               |       |
|-------------------------------|-------|
| Floor Coverer Journeyman..... | 50.69 |
| Floor Coverer Foreman.....    | 54.12 |

**ADD PREMIUM PAY**

Shift work

1. \$2.00 per hour will be added to the taxable net wage to shift schedule of hours worked between 6:00 p.m. and 6:00 a.m.

One and one half (1 ½) time -shall be calculated using one (1) hour of the taxable net wage and one half (1/2) the base wage, to be paid for all time:

1. For all hours worked over ten (10) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight

Double time -shall be calculated using one (1) hour of the taxable net wage and one (1) of the base wage, to be paid for all time:

1. For any hours worked on Sunday from midnight to midnight
2. For any hours worked on holidays from midnight to midnight

**RECOGNIZED HOLIDAYS**

New Year’s Day, Memorial Day, Independence Day, Labor Day, Admissions Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between Painters and Allied Trades DC 16 and Independent Flooring Contractors of No Nevada

Measuring, cutting, fabricating, fitting, installing to be cemented, tacked or otherwise applied to its base wherever it may be, all materials whether used either as a decorative covering or as an acoustical appliance such as carpets of all types and designs, wall carpets, sheet rubber, sheet vinyl, cork carpet, rubber tile, asphalt tile, tile, cork tile, linoleum tile, mastic in sheets or the tile from vinyl tile, interlocking tile, laminate flooring, engineered wood, hardwood, composition in sheet or tile form and all derivatives of above; the fittings of all devices for the attachment of the above materials and the fitting of all decorative or protective trim to and adjoining the above materials which shall include the drilling and plugging of holes and attaching of strips, slats, nosing, etc. on any base where the above materials are to be installed, or applied, such as drilling, plugging, slating, and slating for installing or fastening of carpet, the installing of all nosing, cap strips, corner beads and edging of any material and the preparatory work of the craft for all of the aforesaid. Also, the cleaning of rugs, carpets, and drapery hanging, make-up and the installation of drapes, the spraying and/or rolling of adhesives as required for double stick installation and carpet tiles.

Craft: GLAZIER (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Glazier Journeyman.....25.25

**JOB DESCRIPTION:**

Includes but is not limited to:

- 1. Installing, setting, cutting, preparing, or removal of glass, or materials used in lieu thereof, including, without limitation, in windows, doorways, showers, bathtubs, skylights and display cases;
- 2. Installing glass on surfaces, including, without limitation, fronts of buildings, interior walls and ceilings;
- 3. Installing pre-assembled framework for windows and doors designed to be fitted with glass panels, including stained glass windows by using hand tools;
- 4. Loading and arranging of glass on trucks at the site of the public work;

Craft: Highway Striper (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

|                              |       |
|------------------------------|-------|
| Highway Striper.....         | 48.28 |
| Highway Striper Foreman..... | 48.78 |

**ADD ZONE RATE**

In addition to HIGHWAY STRIPER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

|        |                   |        |
|--------|-------------------|--------|
| Zone 1 | 0 to 75 miles     | \$0.00 |
| Zone 2 | 75 to 150 miles   | \$4.00 |
| Zone 3 | 150 to 300 miles  | \$5.00 |
| Zone 4 | 300 miles or over | \$6.00 |

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.

New Year’s Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

Craft: Hod Carrier-Brick Mason Tender (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

|                             |       |
|-----------------------------|-------|
| Brick Mason Journeyman..... | 46.03 |
| Brick Mason Foreman.....    | 46.43 |

**ADD ZONE RATE**

In addition to Hod Carrier Brick Mason Tender rates add the applicable amounts per hour, calculated based on road miles from the Washoe County Courthouse:

|      |                   |        |
|------|-------------------|--------|
| Zone | 75 miles and Over | \$8.13 |
|------|-------------------|--------|

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between No, NV Masonry Contractors and LIUNA Local 169

Conveying of all materials used by the Brick and Stone Masons from the first point of delivery to the Mechanic whether done manually or by a piece of machinery or equipment devised to replace the wheelbarrow or buggy, including but not limited to the forklift. The handling of Bricks, Blocks, mortar, or any other material to serve the bricklayer in any capacity building and dismantling scaffolds of any kind or type used by Bricklayers for masonry work including but not limited to tower scaffolds, access scaffolds, or other specialty scaffolds, mixing and tempering mortar by hand and/or machine, mixing grout and cleaning up after the bricklayer, the repairing and maintenance of all equipment, either on the job or in the yard.

Craft: Hod Carrier-Plasterer Tender (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

|                                   |       |
|-----------------------------------|-------|
| Plasterer Tender-Journeyman.....  | 46.37 |
| Plasterer Tender- Gun Tender..... | 47.37 |
| Plasterer Tender-Foreman.....     | 47.73 |

**ADD ZONE RATE**

In addition to: HOD CARRIER-PLASTERER TENDER rates add the applicable amounts per hour, calculated based on road miles from So. Virginia St., Reno, Nevada:

|        |                   |        |
|--------|-------------------|--------|
| Zone 1 | 0 to 70 miles     | \$0.00 |
| Zone 2 | 70 miles and Over | \$8.00 |

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between Plasterers Contractors and LIUNA Local Union 169

Any Employee within the scope of this division tending or serving any other worker performing plasterers work, any plasterer, plasterers, or apprentices in any capacity performing plasterers work including but not limited to, handling and conveying of all materials after delivery used by plasters, including but not limited to, inside finish coat, outside finish coat, brown coat, scratch coat, sprayed or trowled on fireproofing, EIFS systems, and other materials or systems for the same or similar purpose whether done manually or by a piece of machinery or equipment devised to replace the wheelbarrow or buggy, including but not limited to the forklift, tusk hoist, and rigging and signaling for cranes to the point or points of application or installation, making mixing and preparing after delivery all materials used by plasters, whether by hand or machine including but not limited to mixers, pumps for plaster or fire proofing, plaster, finish coats, fireproofing, including Monocoat, Cafco or other materials for the same or similar use, moving any rolling scaffolding, building and handling all necessary trestle, scaffolding and planking of scaffolding for plasterers and lathers, building mortar boxes, mortar boards and stands, and the repairing and maintenance of all equipment either on the job or in the yard, the spreading of all temporary protective drop cloths, building paper or plastic covers and taping of same (in a composite crew with the plasterers when necessary), the cleaning of all floors, and debris, behind the plasterers or any other worker performing plasterers work in connection with the work performed all work necessary for cold weather protection and cure including but not limited to handling installing or tending to blankets, visqueen, and space heaters, and running putty.

Tending to plasterers or any other worker performing plasterers work on EFIS system work shall include all work after the wallboard is installed including but not limited to any preparatory sealing or leveling, placing foam, mesh, and plaster including any rough, finish, and color coats.

For sprayed on fire proofing work only, including Monocoat, Cafco or other materials for the same or similar use an Employer signatory to this Agreement and the Local 169, Laborers Master Agreement may employ Laborers at the Group 1 wage rate to perform overspray protection, the spreading of all temporary protective drop cloths, building paper or plastic covers and taping of same, the cleaning of all floors, and debris, cold weather protection and cure including but not limited to handling installing or tending to blankets, visqueen, and space heaters and moving rolling scaffolding.

Craft: Ironworker (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

|                                  |       |
|----------------------------------|-------|
| Ironworker-Journeyman.....       | 78.74 |
| Ironworker - Foreman.....        | 83.21 |
| Ironworker -General Foreman..... | 88.13 |

**ADD ZONE RATE**

In addition to Iron Worker rates add the applicable amounts per day, calculated based on a road mile from the Reno City Hall.

|        |                    |         |
|--------|--------------------|---------|
| Zone 1 | 60 to 75 miles     | \$20.00 |
| Zone 2 | 75 to 100 miles    | \$25.00 |
| Zone 3 | 100 miles and over | \$75.00 |

**ADD PREMIUM PAY**

One and one half (1X) the regular straight time hourly rate shall be paid:

1. For the first two (2) hours worked in excess of eight (8) on a regular workday Monday-Friday
2. For the first eight (8) hours on Saturday

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over ten (10) hours in one day or shift.
2. For any hours worked on Sunday.
3. For all hours worked over eight (8) on Saturday
4. For all hours worked on Holidays

Shift Pay

1. 2nd shift add 6% of hourly wage
2. 3rd shift add 13% of hourly wage
3. Dedicated shift add 6% of hourly wage

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB CLASSIFICATION:** Excerpt from Agreement between NV AGC and DC of Ironworkers

Field fabrication and/or erection or deconstruction of structural, ornamental and reinforcing steel, including but not limited to the fabrication, rigging and signaling, erection and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum, plastics and all other substitute materials, including, but not limited to, composites, carbon fiber and fiberglass, all barrier railings, handrail, aluminum, steel, glass and plastic, reinforced concrete structures or parts thereof; bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, guides, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, roof decking such as but not limited to “Cofar”, “Trusdeck”, Mahon “M”; smoke conveyors, penstocks, flag poles, drums, shafting, shoring, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, vats, tanks, enamel tanks, enamel vats, towers, pans, hoppers, plates, anchors, caps, corbels, lintels, Howe and combination trusses, grillage and foundation work, grating, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction and domes, rolling shutters, curtains, frames; aluminum, rolling fire, won and iron doors, including supports; cast

tiling, air ducts, duct and trench frames and plates; wire work, railings, wire cable including pipe, guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, light steel framing, marquees, awnings and other related equipment elevator and dumb waiter enclosures, elevator cars, tracks, fascias, aprons, operating devices, steel and aluminum sash, hardware and screens, frames, fronts, lockers, racks, book stacks, tables, shelving, metal furniture, seats, chutes, escalators, stairways including pre-engineered stairs, ventilators, boxes, fire escapes, signs, jail and cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets when attached to steel frames, including insulation; frames in support of boilers; materials altered in field such as framing, cutting, bending, drilling, burning and welding including by acetylene gas and electric machines; metal forms and false work pertaining to concrete construction; seismic isolation systems and dampening systems including base isolators, sectional water tube and tubular boilers and stokers; traveling sheaves, vertical hydraulic elevators, bulkheads, skip hoists, making and installation of articles made of wire and fibrous rope, rigging in connection with pumps, compressors, forced and induced draft fans, air meters, Bailey meters, agitators, oxygen converters, cinder machines, pelletizing machines, reactor vessels, reactor spheres, completed tanks and assembled sections of completed tanks, scroll cases, refineries, hydroelectric power houses and steam plants, cogeneration plants, vessels and government departments; false work, travelers, scaffolding, pile drivers, sheet piling, derricks and powered derrick swinger including the erection, installation, handling and operating. Cranes erection, installation, handling and operating of same on all forms and types of construction work. The operation of Valla and Spider type battery and/or propane powered portable floor cranes having no operator seat utilized to install ironworker scope of work and the same on all forms and types of construction work. Crane work at the ports, including hammer-head cranes, container cranes and rubber tire cranes. Offloading, relocations, and commissioning of all burning and removal of sea bracing track layout; erection of apex boom extensions, back reach extensions, and rail replacement. Includes all welding, containment and structural modifications of the aforementioned items; railroad bridge work including maintenance thereof; moving, hoisting and lowering of machinery, modules, skid modules and placing of same on foundation, including bridges, cranes, intermittent use forklifts, derricks, buildings, piers and vessels; loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all of the above and all reinforcing work and submarine diving in connection with or about same; erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bending, hoisting, placing and tying including the use of any and all mechanical tying devices, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, installation of all wire, cable, parabolic cans, steel and all other materials, including, but not limited to, composites, carbon fiber and fiberglass, used for the purposes of prestressing including grouting of ducts, post stressing concrete girders, beams, columns, etc.; loading, unloading, hoisting, handling, signaling, placing and erection of all prestressed, post stressed, precast materials, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for reinforced concrete construction; erection of all curtain wall; glass handrail; stay in place deck; automated and/or mechanical parking structures; offloading, staging, hoisting and setting of modular structures and micro-units; curtain wall systems and associated sealants. Window wall and entrances, panels, insulated and non-insulated, factory and field assembled, porcelain enameled panels, ceramic, laminated spandrelite, louvers and sunscreens; application of thiokol, neoprene and other sealants used to seal materials installed by Iron Workers; installation and handling of phenolic panels, including but not limited to, Trespa products and all similarly related materials and/or systems; installation of metal window stools and sills; installation of aluminum, bronze and steel thresholds; erection and dismantling of all types of cranes and changing of booms; erection of rock, sand and gravel plants, dismantling and loading out conveyors, aggregate plants, batch plants, ableways, refrigeration plants, etc.; erection and dismantling of Monigan walking dragline, launchhammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; metal

and steel supports of all types; fabrication, assembling and erection of offshore drilling platforms or similar installations; dust collectors, precipitators, multi-plate, specialty welding processes, unloading, loading, hoisting, handling and rigging of all building materials delivered to the job site; hanging ceilings, tees, channels, beams, acoustical elements, sound barriers, computer floors, etc.; installation of stage rigging (including counterweights), curtains, draperies, traverse rods, tracks, cables, window cleaning equipment, powered work platforms, including and loading and unloading, erection installation and removal of powered chassis mounted elevating mast climbing work platforms, rigging in connection with display shows; ski lifts, etc.; wrecking of bridges, viaducts, elevated roads and structural steel and iron in buildings; all steel frames for openings, all porches, verandas, canopies and balconies; all overhead travelers, duo rails, tram rails; erection, setting, repairing of guard or collision rails on bridges and approaches, road ways or any other structures; handling and setting of all types of steel and metal joists, including metal box joists for truss lab and preformed keystone shaped metal joists; erection of steel and metal houses and packaged buildings; all translucent and plastic material on steel frame construction; the erection of solar energy systems, including but not limited to, photo voltaic, heliostat and parabolic systems, energy producing windmill type towers, wind turbine erection to included, but not limited to, prep work, boltup, tensioning or torque of bolts on base and all tower section turbine and blade assemblies; nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts; the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments, LASER beams, etc., and the use of instruments to establish layout, installation and disposition of ironworker installed scope of work; the unloading, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the UNION such as to rail heads, storage yards, loading and unloading, hoisting, handling, signaling of all fabricated material and equipment at the jobsite (except FOB deliveries) related to the Iron Workers jurisdiction that is within the individual employers' contractual scope of work including from and to barge and ships to a lay down yard or construction project, etc., shall be done by the Iron Workers.

All reinforcing work in connection with field fabrication, including but not limited to the pre-assembly of reinforcing cages, loading and unloading, handling, racking, sorting, cutting, bending, hoisting, intermittent use of forklifts, placing, burning, welding and tying of all material including the use of any and all mechanical tying devices, or substitute materials, including but not limited to, composites, carbon fiber and fiberglass, stainless steel, used to reinforce concrete construction shall be done by Iron Workers within the individual employers' scope of work at the jobsite, excluding FOB deliveries. A working Iron Worker shall be employed for maintenance on jobs of substantial size while concrete is being poured on reinforcing steel, wire mesh and paper back steeltex but will not be required as a stand-by man. All work in connection with the installation, alignment, repair & modification of panelized roofing systems, pre-engineered fabric structures, aluminum clarifier coverings, carports, ministorages, and dock planks. All work in connection with the installation, alignment, repair and modification of bleachers, planking and stadium seating. All work in connection of installation of amusement rides including, but not limited to, the erection and alignment of all track, machinery and related components.

Craft: Laborer (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

|                          |       |
|--------------------------|-------|
| Landscaper .....         | 40.37 |
| Furniture Mover .....    | 41.87 |
| Group 1.....             | 45.53 |
| Group 1A.....            | 42.66 |
| Group 2.....             | 45.63 |
| Group 3.....             | 45.78 |
| Group 3A.....            | 48.21 |
| Group 4.....             | 46.03 |
| Group 4A.....            | 48.53 |
| Group 5.....             | 46.33 |
| Group 6                  |       |
| Nozzlemen, Rodmen.....   | 45.33 |
| Gunmen, Materialmen..... | 46.03 |
| Reboundmen.....          | 45.68 |
| Gunite Foreman.....      | 46.73 |

**ADD ZONE RATE**

In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

|        |                   |        |
|--------|-------------------|--------|
| Zone 1 | 0 to 75 miles     | \$0.00 |
| Zone 2 | 75 to 150 miles   | \$4.00 |
| Zone 3 | 150 to 300 miles  | \$5.00 |
| Zone 4 | 300 miles or over | \$6.00 |

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midn ight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between AGC and LIUNA Local 169

The construction, erection, alteration, repair, modification, demolition, addition, improvement of all building, heavy and highway, utility, industrial and all other type(s) of construction.

**SEE GROUP CLASSIFICATIONS**

Craft: LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK) (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

**SEE AMENDMENT 2**

Lubrication and Service Engineer (mobile and grease rack).....65.08

**ADD ZONE RATE**

In addition to: **LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)** rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse.

|        |                    |        |
|--------|--------------------|--------|
| Zone 1 | 0 to 75 miles      | \$0.00 |
| Zone 2 | 75 to 150 miles    | \$4.00 |
| Zone 3 | 150 to 300 miles   | \$5.00 |
| Zone 4 | 300 miles and over | \$6.00 |

**ADD PREMIUM PAY**

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

**RECOGNIZED HOLIDAYS**

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

Craft: Mechanical Insulator (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

|  |       |
|--|-------|
| Mechanical Insulator-Mechanic.....         | 72.11 |
| Mechanical Insulator-Foreman.....          | 76.11 |
| Mechanical Insulator-General Foreman ..... | 78.11 |

**ADD ZONE RATE**

In addition to MECHANICAL INSULATOR rates add the applicable amounts per DAY, calculated based on a radius figured from Reno City Hall:

|        |                |         |
|--------|----------------|---------|
| Zone 1 | 0 to 20 miles  | \$11.00 |
| Zone 2 | 21 to 40 miles | \$21.00 |
| Zone 3 | 41 to 60 miles | \$31.00 |
| Zone 4 | Over 60 miles  | \$85.00 |

**ADD PREMIUM PAY**

One and one half times the minimum hourly wage rate shall be paid for the first two (2) hours of overtime work, directly following eight (8) hours Monday through Friday, and for the first ten (10) hours worked on Saturdays. Double the minimum hourly wage rate shall be paid for all other overtime worked Monday through Friday and in excess of ten (10) hours on Saturdays.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from the Int'l Assoc. of Heat and Frost Insulators and Allied Workers Local 16 and the No. CA Chapter. Western Insulation Contractors Assoc.

- 65. Lining of all mechanical room surfaces and air handling shafts.
- 66. The filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems.
- 67. All foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems.
- 68. All duct lining, and duct wrapping, done on the job site, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes.
- 69. The insulation of all field joints on pre-insulated underground piping, and the pouring of Gilsilite or its equivalent.
- 70. Any finish material which is contiguous to the thermal or acoustical application.
- 71. The preparation, distribution of materials on job sites, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintaining, finishing, and weather proofing of hot or cold thermal or acoustical insulation with such materials as may be specified.
- 72. The application of any material, including metal and PVC jacketing, Alumaguard or equivalent, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control.
- 73. The Agreement shall cover all other work of a specialty nature.

Craft: Millwright (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

|                                 |       |
|---------------------------------|-------|
| Millwright Journeyman.....      | 71.01 |
| Millwright Welder.....          | 72.01 |
| Millwright Foreman.....         | 75.30 |
| Millwright General Foreman..... | 80.02 |

**ADD ZONE RATE**

In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from the Washoe County Courthouse:

|        |                |        |
|--------|----------------|--------|
| Zone 1 | 0 to 15 Miles  | \$0.00 |
| Zone 2 | 15 to 35 Miles | \$2.50 |
| Zone 3 | Over 35 Miles  | \$4.25 |

**ADD PREMIUM PAY**

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X).

Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). When working on Sundays and holidays, there will be one dollar and fifty cents (\$1.50) per hour additional paid to Pension Annuity. Admission Day is a recognized holiday in lieu of Veterans' Day.

**RECOGNIZED HOLIDAYS**

New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION** Excerpt from Southwest Regional Council of Carpenters and Affiliated Local Unions Master Labor Agreement

5006.18

The work of the millwrights, as spelled out in the Jurisdictional Claims Handbook referenced in Paragraph 5006.17 above, is as follows: The term "MILLWRIGHTS AND MACHINE ERECTORS" shall mean the, unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintaining and adjusting of all machinery and equipment installed either in buildings, factories, structures, or processing areas, either undercover, underground or elsewhere required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electric, gasoline, diesel, nuclear, solar, water, air or chemically; and in industries such as and including but not limited to the following (which are identified for the purpose of description: woodworking plants, canning industries, steel, coffee roasting plants, paper and pulp, cellophane, stone crushing, gravel and sand washing and handling, refineries, grain storage and handling, asphalt plants, sewage disposal and water plants, laundry, bakery, mixing plants, can, bottle and bag packing plants, textile mills, paint mills, breweries and milk processing plants, power plants, aluminum processing or manufacturing plants, and the amusement or entertainment field.

5006.19

Also included are installation of mechanical equipment in atomic energy plants, installation of reactors in power plants, installation of control rods and equipment in reactors, installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto either assembled, semi-assembled or disassembled.

#### 5006.20

Further included is the installation of, but not limited to the following: setting of all engines, motors, generators, air compressors and fans, pumps, scales, hoppers, conveyors of all types and sizes and their supports, escalators, man lifts, moving machinery, mechanical operator and/or automatic doors, roll-up doors, mechanical stage equipment, amusement devices, mechanical pin setters and spotters in bowling alleys, refrigeration equipment and installation of all types of equipment necessary and required to process material either in manufacturing or servicing, the handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, boot tanks, all bin valves, turn heads and indicators, shafting, bearing, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, reminders, slitters, cutters and wrapping machines; blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants and splicing of ropes and cables.

#### 5006.21

Additionally included are the laying out, fabrication and installation of protection equipment, including machinery guards, the making and setting of templates for machinery, fabrication of bolts, nuts, pins and drilling of holes for any equipment which the millwrights install regardless of materials; all welding and burning regardless of type; fabrication of all lines, hose or tubing used in lubricating machinery installed by millwrights; grinding, cleaning, servicing and machine work necessary for any part of any equipment installed by the millwrights; and the breaking in and trial run, of any equipment or machinery installed by the millwrights

#### 5006.22

When requested in writing by the Millwright Union, individual Employers who are parties to this Agreement shall furnish signed letters promptly on a date mutually agreed upon by both parties, but in no case more than thirty (30) days, on the letterhead of the individual Employer stating he is employing or had employed millwrights on a specific type of work and a specific job and paid the negotiated scale of wages and fringe benefits for such work.

#### 5006.23

The individual Employer and the Local Union will cooperate promptly in attempting to resolve jurisdictional disputes that may arise on any job or project.

Craft: OPERATING ENGINEER (Union Rate)  
**Prevailing wage rates include the base rate as well as all applicable fringes**

**SEE AMENDMENT 2**

| Operating Engineers                          | (SEE GROUP CLASSIFICATIONS) |
|--|-----------------------------|
| Group 1.....                                 | 63.11                       |
| Group 1A.....                                | 65.82                       |
| Group 2.....                                 | 66.35                       |
| Group 3.....                                 | 66.62                       |
| Group 4.....                                 | 67.36                       |
| Group 5.....                                 | 67.66                       |
| Group 6.....                                 | 67.86                       |
| Group 7.....                                 | 68.08                       |
| Group 8.....                                 | 68.67                       |
| Group 9.....                                 | 68.99                       |
| Group 10.....                                | 69.34                       |
| Group 10A.....                               | 69.53                       |
| Group 11.....                                | 69.77                       |
| Group 11A.....                               | 71.41                       |
| Group 11B.....                               | 72.22                       |
| Foreman.....                                 | 68.80                       |
| Add \$12.5% to base rate for "Special" Shift |                             |

**Add Operating Engineers Zone Pay**  
**Add Premium Pay**

Craft: OPERATING ENGINEER (Union Rate)  
**STEEL FABRICATOR & ERECTOR**

**Prevailing wage rates include the base rate as well as all applicable fringes**

| Operating Engineers                               | (SEE GROUP CLASSIFICATIONS) |
|---|-----------------------------|
| Group 1.....                                      | 78.36                       |
| Group 1 Truck Crane Oiler.....                    | 72.19                       |
| Group 1 Oiler.....                                | 70.23                       |
| Group 2.....                                      | 76.85                       |
| Group 2 Truck Crane Oiler.....                    | 71.94                       |
| Group 2 Oiler.....                                | 70.02                       |
| Group 3.....                                      | 75.61                       |
| Group 3 Truck Crane Oiler.....                    | 71.72                       |
| Group 3 Oiler.....                                | 69.80                       |
| Group 3 Hydraulic.....                            | 71.39                       |
| Group 4.....                                      | 73.88                       |
| Group 5.....                                      | 72.78                       |
| Add \$12.5% to base rate for "Special" Shift..... |                             |

**Add Operating Engineers Zone Pay**  
**Add Premium Pay**

Craft: OPERATING ENGINEER (Union Rate)  
PILEDRIVER

**Prevailing wage rates include the base rate as well as all applicable fringes**

|   |                             |
|---|-----------------------------|
| Operating Engineers                               | (SEE GROUP CLASSIFICATIONS) |
| Group 1.....                                      | 77.88                       |
| Group 1 Truck Crane Oiler.....                    | 72.37                       |
| Group 1 Oiler.....                                | 70.45                       |
| Group 2.....                                      | 76.29                       |
| Group 2 Truck Crane Oiler.....                    | 72.16                       |
| Group 2 Oiler.....                                | 70.25                       |
| Group 3.....                                      | 72.03                       |
| Group 3 Truck Crane Oiler.....                    | 74.84                       |
| Group 3 Oiler.....                                | 71.94                       |
| Group 4.....                                      | 73.33                       |
| Group 5.....                                      | 72.22                       |
| Group 6.....                                      | 68.94                       |
| Group 7.....                                      | 70.15                       |
| Group 8.....                                      | 69.19                       |
| Add \$12.5% to base rate for "Special" Shift..... |                             |

**ADD ZONE RATE**

In addition to: **OPERATING ENGINEER, STEEL FABRICATOR & ERECTOR, and OPERATING ENGINEER PILED RIVER**, rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse

|        |                  |        |
|--------|------------------|--------|
| Zone 1 | 0 to 75 miles    | \$0.00 |
| Zone 2 | 75 to 150 miles  | \$5.00 |
| Zone 3 | 150 to 300 miles | \$6.00 |
| Zone 4 | 300 miles over   | \$7.00 |

**ADD PREMIUM PAY**

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

**RECOGNIZED HOLIDAYS**

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

**JOB DESCRIPTION**, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

Craft: PAINTER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

|  |                                 |
|--|---------------------------------|
| Brush/Roller Painter.....                    | 47.34                           |
| Spray Painter/Paperhanger.....               | 49.00                           |
| Sandblaster.....                             | 49.05                           |
| Structural Steel & Steeplejack.....          | 49.05                           |
| Swing Stage.....                             | 49.34                           |
| Special Coating Application-Brush.....       | 49.39                           |
| Special Coating Application-Spray.....       | 49.39                           |
| Special Coating Application-Spray Steel..... | 49.39                           |
| Foreman.....                                 | \$1.00 above highest Journeyman |

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift unless the Union is notified when four (4) tens (10's) are instituted.
2. For any hours worked on Saturday from midnight to midnight
3. For any work performed in excess of the regular work week of forty (40) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For any hours worked on Sunday from midnight to midnight
2. For any hours worked on holidays from midnight to midnight

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between Painters and Allied Trades DC 16 and Independent Flooring Contractors of No Nevada

a. All painting of residences, buildings, structures, industrial plants, tanks, vats, pipes, vessels, bridges, light poles, high tension poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and air line strips; all sign, pictorial, coach, car automobile, carriage, aircraft machinery, ship and railroad equipment, mural and scenic painting; spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.

b. All decorators, paperhangers, hard wood finishers, grainers, glaziers, varnishers, enamellers

1. Paperhangers work shall be all material of whatever kind or quality applied to walls or ceilings with paste or adhesive; all tacking on the muslin or other materials which is used as wall or ceiling coverings or covered with material pasted on.

2. The scraping off of old paper, preparing of walls, etc., for paper hangers work.

3. The application of relief, stucco, plaster or decorative work shall not be considered paperhanger's work exclusively.

(c) All men engaged in applying or removing paints, pigments, extenders, metal primers and metal pigments, clear pigments, binders, thinners and dryers, primers and sealers, oil paints and enamels,

water colors and emulsions, clear coatings, waxes, stains, mastics, cement enamels and other special coatings, plastics, adhesives, coatings and sheet rubber and other linings, oils, varnishes, water colors, wall paper, wall coverings or other materials used in the various branches of the trade, and the cleaning and bleaching of all interior and exterior walls and surfaces with liquid, steam, sandblast or any other process and all work incidental thereto.

Craft: PILEDRIIVER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

|                                 |       |
|---------------------------------|-------|
| Piledriver-Journeyman.....      | 55.41 |
| Piledriver-Welder.....          | 56.41 |
| Piledriver-Foreman.....         | 58.87 |
| Piledriver-General Foreman..... | 62.68 |
| Tender.....                     | 58.87 |
| Stand-By Diver.....             | 59.87 |
| Diver-Diving (Wet Pay).....     | 98.96 |

**ADD ZONE RATE**

In addition to PILEDRIIVER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

|        |                  |        |
|--------|------------------|--------|
| Zone 1 | 0 to 75 miles    | \$0.00 |
| Zone 2 | 75 to 150 miles  | \$4.00 |
| Zone 3 | 150 to 300 miles | \$5.00 |
| Zone 4 | Over 300 miles   | \$6.00 |

**ADD PREMIUM PAY**

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X).

Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). When working on Sundays and holidays, there will be one dollar and fifty cents (\$1.50) per hour additional paid to Pension Annuity.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION**

In addition, the operation of the power pack and vibratory hammer controls when driving or pulling, sheet pile, pile, soldier beams, cassinis or casing.

(1) In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties, and similar structures, the pile driver classification should continue to apply, up to and including the decking thereof.

(2) On all pile driving and caisson work on both land and water, the Pile Driver classification should apply.

(3) In the construction of wooden bridges whether over land or over water, when composed of heavy timber, the Pile Driver classification should apply.

(4) In the construction of concrete or steel bridges over land, the Pile Driver classification shall apply to the driving of piles and/or caisson work including the forms required for the capping of the piles or caissons immediately top of the piles or caissons. The capping of the piles is herein interpreted as being that concrete, wood, or other material resting on the top of the piles where driven or placed and does not include any further form work above the capping. In many instances it has been found that the capping is called the girder. The above shall apply on such concrete or steel bridges constructed over land, highways, railroads, overpasses and include cloverleaves, interchanges, etc.

(5) In the construction of concrete or steel bridges over water, the Pile Driver classification shall apply up to and including all of the form work to the top of the column, piers, or abutments supporting the steel and/or any other superstructures.

(6) In the erection of false work, when necessary for the support of work under the Pile Driver classification, then such false work shall fall within their classification. False work necessary for the support of work under the Carpenter classification shall be done within such Carpenter classification, with the exception that where pile driving or power equipment is used for heavy timber false work, then such work shall come under the Pile Driver classification. This would include all rigging, signaling and tagging incidental to the placing of the heavy timber.

(7) In the construction of open-cut sewers, the Pile Driver classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof.

Craft: PLASTERER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

|                           |       |
|---------------------------|-------|
| Plasterer-Journeyman..... | 48.82 |
| Plasterer-Foreman.....    | 52.13 |

**ADD ZONE RATE**

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:

|        |                   |        |
|--------|-------------------|--------|
| Zone 1 | 0 to 70 miles     | \$0.00 |
| Zone 2 | 70 miles and over | \$8.00 |

**ADD PREMIUM PAY**

**OVERTIME** Eight (8) consecutive hours (exclusive of a meal period) shall constitute a day's work at straight time. Five (5) consecutive days of eight (8) consecutive hours (exclusive of a meal period), Monday through Friday, shall constitute a week's work. One and one half (1 ½) the regular straight time hourly rate shall be paid for all work over eight (8) hours. Sunday will be paid at double the regular straight time rate.

**RECOGNIZED HOLIDAYS**

All work performed on the following holidays shall be paid for at double the regular straight time rate: New Year's Day, Memorial Day, Fourth of July, Labor Day, Admissions Day, Thanksgiving Day and the Friday after Thanksgiving and also Christmas Day.

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.

No work shall be permitted on the Fourth of July or Labor Day, regardless of compensation or donation, except in case of emergency or to protect life and property. Permission to work shall be granted by the representative of the Union or its officer.

**JOB DESCRIPTION:** Excerpt from Agreement No NV. Plasterers Master Labor Agreement

This includes but is not limited to:

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structures,
2. All interior or exterior plastering construction, restoration, repair and inspection of cement, stucco, stone imitation or any patent material when ornamental molded plaster, and the setting of same. All specialty finishes such as veneer, venetian, marmoreno and grasello. All custom and specialty finishes, including but not limited to custom rock, carved plaster, brick and block veneer, stone and wood. Smooth and finish surfaces of full system E.I.F.S. including sticking and shaping of foam pieces or surfaces by adhesive or mechanical installation. All spray or toweled on fireproofing, including cementitious and intumescent products. All plaster acoustical finish systems including, but not limited to, BASWA Phon and Fellert.
3. All work processes which represent technological change, replacement, modification or substitution for the work described above. In addition, all work and use of new materials or *2020-2024 Reno Plasterers Master Labor Agreement* 4 techniques involved in plaster construction including but not limited to what is known as green or sustainable construction technology.

Craft: PLUMBER/PIPEFITTER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

|   |       |
|---|-------|
| Plumber/Pipefitter-Journeyman.....      | 66.95 |
| Plumber/Pipefitter-Foreman.....         | 71.48 |
| Plumber/Pipefitter-General Foreman..... | 76.01 |

**ADD ZONE RATE**

In addition to PLUMBER/PIPEFITTER rates add the applicable amounts per statute air mile radius from the Nevada freeway interchange of Interstate 80 and 580.

|        |               |        |
|--------|---------------|--------|
| Zone 1 | 0 to 75       | \$0.00 |
| Zone 2 | Over 75 miles | \$8.00 |

A separate free zone will be established for employees permanently residing and working within a seventy-five (75) statute air mile radius of the Elko, Nevada Post Office.

|        |               |        |
|--------|---------------|--------|
| Zone 1 | 0 to 75       | \$0.00 |
| Zone 2 | Over 75 miles | \$8.00 |

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas and Christmas Day and any Friday preceding a Holiday falling on a Saturday, if worked, holidays shall be compensated at the double time rate.

**JOB DESCRIPTION** Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangars and supports of every description, all other work including the the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.

Craft: REFRIGERATION MECHANIC (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

|                                      |       |
|--------------------------------------|-------|
| Refrigeration-Journeyman.....        | 59.34 |
| Refrigeration -Foreman.....          | 62.81 |
| Refrigeration -General Foreman ..... | 66.27 |

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas and Christmas Day and any Friday preceding a Holiday falling on a Saturday, if worked, holidays shall be compensated at the double time rate.

**JOB DESCRIPTION** Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangars and supports of every description, all other work including the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.

Craft: ROOFER (Non-Union Rate)  
(Does not include sheet metal roofs)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Roofer-Journeyman.....33.64

**ROOFER**

Includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

Craft: SHEET METAL WORKERS (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

|  |       |
|--|-------|
| Sheet Metal Worker Journeyman.....       | 71.50 |
| Sheet Metal Worker -Foreman.....         | 75.71 |
| Sheet Metal Worker -General Foreman..... | 79.93 |

**ADD ZONE RATE**

In addition to SHEET METAL rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

|        |                 |  |
|--------|-----------------|--|
| Zone 1 | 0 to 75 miles   | \$0.00   |
| Zone 2 | 75 to 100 miles | \$5.00   |
| Zone 3 | Over 100 miles  | \$10.00 the employee shall be provided reasonable lodging and meal expenses. |

**ADD PREMIUM PAY**

All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:

1. For all hours worked over Eight (8) Hours in one day or shift.
2. For the first Eight (8) Hours work on Saturday.

All hourly rates are subject to Double Time of the Regular Rate:

1. For all hours worked over Ten (10) Hours in one day or shift.
2. For all hours worked over Eight (8) Hours on Saturday.
3. For all hours worked on Sunday, New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day.

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day

**JOB DESCRIPTION:** Excerpt from Sheet Metal Local 26 Collective Bargaining Agreement

(a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

Craft: SPRINKLER FITTER (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Sprinkler Fitter-Journeyman.....27.08

**JOB DESCRIPTION**

Installing, dismantling, maintenance, repairs, adjustments and corrections of all fire protection and fire control systems Including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarms systems, also all tanks and pumps connected thereto. Also including shall be CO2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems, but excluding steam fire protection systems.

Craft: SOILS and MATERIAL TESTER (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Soil Tester (Certified).....44.17  
Soils and Materials Tester.....44.17

Craft: SURVEYOR (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Surveyor.....38.81

**SURVEYOR**, includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.

Craft: TAPER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

|                       |       |
|-----------------------|-------|
| Taper-Journeyman..... | 53.86 |
| Taper-Foreman.....    | 57.75 |

**ADD ZONE RATE**

In addition to: TAPER rates add the applicable amounts per hour Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

|        |                |        |
|--------|----------------|--------|
| Zone 1 | 0 to 40 miles  | \$0.00 |
| Zone 2 | 40 to 60 miles | \$2.50 |
| Zone 3 | over 60 miles  | \$4.25 |

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**ADD PREMIUM PAY**

All overtime, except Sundays and holidays, will be time and one-half (1 1/2). Sundays and holidays will be paid double time (2X). Any and all work performed in excess of the regular workday of eight (8) hours, or ten (10) hours if mutually agreed to, and the regular workweek of forty (40) hours shall be considered overtime and shall be paid for at one and one-half (1 1/2) times the regular hourly rate.

**JOB DESCRIPTION:** Excerpt from Agreement between DC 16 and the independent Drywall Contractors of Northern Nevada

SECTION 1 -- The scope of work covered by this Agreement shall include (but not be limited to) all work operations, including distribution to the point of application, as follows:

- (a) Work or services pertaining to the preparation, spotting, pointing, detailing, flushing, sanding and finishing of interior and/or exterior gypsum, drywall, thin wall, concrete, steel, wood and plaster surfaces, spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.
- (b) Work or services pertaining to the application of all finish or flushing materials regardless of method of application or type of surface on which materials are applied, including but not limited to texture and simulated acoustic materials of all types and the application of radiant heat fill and steel fireproofing materials.
- (c) Work or services pertaining to the installation of protective coverings and masking prior to the application of finish materials.
- (d) The operation and care of all taping tools and texturing equipment used in the finishing and texturing of drywall and other surfaces including brushes, rollers, spray texturing equipment, miscellaneous hand, mechanical, and power tools, and the operation and maintenance of compressors required in the finishing and texturing of such surfaces.
- (e) No limitation shall be placed on the work covered by this Agreement by reason of the surface, type of material or purpose for which the materials used are designed or intended.
- (f) The cleanup of all materials and debris occasioned by any job operation at the site of construction, alteration, or repair undertaken whether such operation occurs on the interior or exterior of a building structure.

Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON FINISHER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

|   |       |
|---|-------|
| Tile Setter/Terrazzo Worker/Marble Mason- Finisher.....                 | 37.82 |
| Tile Setter/Terrazzo Worker/Marble Mason- Finisher Foreman.....         | 39.07 |
| Tile Setter/Terrazzo Worker/Marble Mason Finisher- General Foremen..... | 40.82 |

**ADD PREMIUM PAY**

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

**JOB DESCRIPTION:** Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement

***FINISHER'S WORK:***

Finisher's work shall consist of assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments. required to complete the proper installation of the work covered by Sections 5, 7 and 8 of this Code.

Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

|  |       |
|--|-------|
| Tile Setter Journeyman.....                | 47.87 |
| Tile Setter Foreman.....                   | 49.12 |
| Tile Setter General Foreman.....           | 50.87 |
| <br>                                       |       |
| Terrazzo/Marble Mason-Journeyman .....     | 49.37 |
| Terrazzo/Marble Mason-Foreman .....        | 50.62 |
| Terrazzo/Marble Mason-General Foreman..... | 52.37 |

**ADD ZONE RATE**

In addition to TILE SETTER/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a road miles of over fifty (50) miles from the Washoe County Courthouse in Reno, Nevada:

|        |                |        |
|--------|----------------|--------|
| Zone 1 | 0 to 50 miles  | \$0.00 |
| Zone 2 | 50 to 75 miles | \$3.75 |
| Zone 3 | Over 70 miles  | \$8.13 |

**ADD PREMIUM PAY**

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

**JOB DESCRIPTION:** Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement

***TILE LAYERS’ WORK:***

Tile laying shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also, preparing and setting all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work; setting or bedding all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing, hearth or fireplace of a mantel, or the mantel complete, together with setting of all cement, brickwork, or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description, and the erection and installation of same; the building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, iron work or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone, shall be conceded to be bricklayers', marble setters' or stonemasons' work, respectively.

B. It will be understood that the word "tile" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15"x20"x2", except quarry tiles larger than 9"x9"x1 1/4", also to mixtures in tile form of cement, plastics and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials.

C. All terra cotta called unit tile in sizes of 6"x12" or under, regardless of method of installation, quarry tile 9"x9"x1 1/4" or less; split brick or quarry tile or similar material where the bed is floated or screeded and the joints grouted. Where the work is installed by tile layers, the grouting and cleaning shall be supervised by the mechanic. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing the same. All clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta, and like materials in sizes 6"x12" and less regardless of the method of installation. Where the preponderance of materials to be installed comes within the provisions of this Section and when there is also some material in excess of the sizes provided for in this Section, the tile setter shall install all such materials.

D. The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install tile and related materials, or that otherwise assist the tile layer in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of tile and related materials.

Craft: TRAFFIC BARRIER ERECTOR (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Traffic Barrier Erector.....45.53

**ADD ZONE RATE**

In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

|        |                    |        |
|--------|--------------------|--------|
| Zone 1 | 0 to 75 miles      | \$0.00 |
| Zone 2 | 75 to 150 miles    | \$4.00 |
| Zone 3 | 150 to 300 miles   | \$5.00 |
| Zone 4 | 300 miles and over | \$6.00 |

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between AGC and LIUNA Local 169

1. Distributing traffic control signs and markers along site in designated pattern;
2. Informing drivers of detour routes through construction sites;

Craft: Truck Driver (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

**Dump Trucks (Single or Multiple Units Including Semi's & Double Transfer Units), Dumpcretes and Bulk Cement Spreader**

|  |       |
|--|-------|
| Under 4 yds. (water level).....                | 28.72 |
| 4 yds. & under 8 yds. (water level).....       | 28.72 |
| 8 yds. & under 18 yds. (water level).....      | 28.72 |
| 18 yds. & under 25 yds. ( water level ) .....  | 28.72 |
| 25 yds. & under 60 yds. (water level).....     | 28.72 |
| 60 yds. & under 75 yds. (water level) ).....   | 28.72 |
| 75 yds. & under 100 yds. (water level) ).....  | 28.72 |
| 100 yds. & under 150 yds. (water level) )..... | 28.72 |
| 150 yds. & under 250 yds. (water level) )..... | 28.72 |
| 250 yds. & under 350 yds. (water level) )..... | 28.72 |
| 350 yds. & over (water level).....             | 28.72 |

**Transit Mix**

|                                     |       |
|-------------------------------------|-------|
| Under 8 yds.....                    | 28.72 |
| Under 8 yds & including 12 yds..... | 28.72 |
| Over 12 yds.....                    | 28.72 |

**Transit Mix (Using Boom)**

|  |       |
|--|-------|
| Transit mix with boom shall receive 16 cents per hour above the appropriate yardage classification rate of pay when such boom is used..... | 28.72 |
|--|-------|

**Water & Jetting Trucks**

|  |       |
|--|-------|
| Up to 2,500 gallons.....   | 28.72 |
| Up to 2,500 gallons & over.....  | 28.72 |
| DW 20's & 21's & other similar Cat type, Terry Cobra LeTourneau pulls, Tournerocker, Euclid, & similar type equipment when pulling Aqua/Pak, Water Tank Trailers, & Fuel, and/or Grease Tank Trailer, or other miscellaneous Trailers, (except as defined under "Dump Trucks") |       |
| Heavy Duty Transport (High Bed).....   | 28.72 |
| Heavy Duty Transport(Gooseneck low bed).....   | 28.72 |
| Tiltbed or Flatbed Pull Trailers.. ..  | 28.72 |
| Bootman, Comb. Bootman & Road Oiler.....   | 28.72 |
| Flat Rack (2 or 3 axle unit).....  | 28.72 |

**Bus & Manhaul Drivers**

|                                      |       |
|--------------------------------------|-------|
| Up to 18,000 lbs. (single unit)..... | 28.72 |
| 18,000 lbs. and over .....           | 28.72 |
| Warehousemen Spotter .....           | 28.72 |

**Winch Truck & "A" Frame Drivers**

|  |       |
|--|-------|
| Up to 18,000 lbs. ....                           | 28.72 |
| 18,000 lbs. and over.....                        | 28.72 |
| Warehousemen Spotter.....                        | 28.72 |
| Warehouse Clerk.....                             | 28.72 |
| Tire Repairmen.....                              | 28.72 |
| Truck Repairmen.....                             | 28.72 |
| Pick Up Truck & Pilot Cars (Jobsite) .....       | 28.72 |
| Pick Up Truck & Pilot Cars (Over the road) ..... | 28.72 |
| Truck Oil Greaser.....                           | 28.72 |
| Fuel Truck Driver.....                           | 28.72 |
| Fuel Man & Fuel Island Man.....                  | 28.72 |
| Oil Tanker.....                                  | 28.72 |

|                          |       |
|--------------------------|-------|
| Oil Tanker with Pup..... | 28.72 |
| Foreman.....             | 28.72 |

**TRUCK DRIVER**

Includes but is not limited to:

Driving a tractor trailer combination or a truck to transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any.)

Craft: WELL DRILLER (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Well Driller.....31.29

**JOB DESCRIPTIONS**

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
2. Extending stabilizing jackscrews to support and level a drilling rig;
3. Installing water well pumps;
4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.

# GROUP CLASSIFICATIONS

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LABORER, includes but is not limited to:

## Group 1

- All cleanup work of debris, grounds, and building including windows and tile
- Dumpmen or Spotter (other than asphalt)
- Handling and Servicing of Flares, Watchmen
- General Laborer
- Guideposts and Highway Signs
- Guardrail Erection and Dismantling
- Limber, Brushloader and Piler
- Pavement Marking and Highway Striping
- Traffic Barrier Erector
- Tending to portable space heaters
- Profilograph work all types manual, self propelled or carts
- Gabion basket, building, handling, installation and rigging
- Dry set paver work
- Traffic Barrier Erector

## Group 2

- Choker setter or Rigger (clearing work only) Pittsburgh
- Chipper and similar type brush shredders
- Concrete worker (wet or dry) all concrete work not listed in Group 3 included but not limited to: concrete forms stripping, handling, cleaning, oiling and moving to the next point of installation.
- Crusher or Grizzly Tender
- Greasing Dowels
- Guinea Chaser (Stakemen)
- Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading, (Carrying and handling of all rods and material for use in reinforcing concrete
- Railroad Trackmen (maintenance, repair or builders)
- Sloper
- Semi-Skilled Wrecker (salvaging of building materials other than those listed in Group 3)
- Waterproofing work
- Epoxy rebar/dowels and anchoring dowel baskets
- Placement pouring of concrete including any epoxy resin or similar materials, rodding, spreading and tamping concrete, brooming or brushing, hand application of curing compounds, applying topping (wet or dry) colors or grits, and exposed finishes for architectural work
- Concrete patching, dry packing, chipping, stoning, and grouting
- Concrete cold weather/rain protection and curing
- Placement /anchoring of all earth stabilization/filters fabrics,
- Mechanically stabilized Earth (MSE) and Keystone type retaining walls rigging, placing , aligning, backfilling and installation of dead men and any stabilization compenents

## Group 3

- Asphalt Workers (Ironers, Shovelers, Cutting Machine)
- Buggymobile

- Chainsaw, Faller, Logloader and Bucker
- Compactor (all types)
- Concrete Mixer under 1/2 yard
- Concrete Pan Work (Breadpan type), handling, cleaning\stripping
- Concrete Saw, Chipping, Grinding, Sanding, Vibrator
- Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer
- Curbing or Divider machine
- Curb Setter (precast or cut)
- Ditching Machine (hand-guided)
- Drillers Helper, Chuck Tender
- Fence erector including safety, chain link, turtle, field and barbe wire fencing
- Form Raiser, Slip Forms
- Grouting of Concrete Walls, Windows and Door Jams
- Headerboardmen
- Jackhammer, Pavement Breaker, Air Spade
- Mastic Worker (wet or dry)
- Pipewrapper, Kettlemen, Potmen, and men applying asphalt, creosote and similar type materials
- All Power Tools (air, gas, or electric), Post Driver
- Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry Rototiller
- Rigging and Signaling in connection with Laborers' work
- Sandblaster, Potmen, Gunmen or Nozzlemen water blasting not covered in group 5A
- Vibra-screed
- All demolition and wrecking work including but not limited t any torch work cutting, burning, plasma are, dust control, and salvaging (removing and salvaging of all materials, windows, doors, plumbing, and electrical fixtures) and use of customary tools and equipment for demolition and wrecking
- All underpinning foundation work, digging and underpinning pits, removal of debris with tuggers or other methods, cutting, handling and installing all shoring boards and lagging boards used for underpinning and foundation work, placement and tying of steel reinforcing for underpinning piers, all tiebacks and soil nail work drilling and grouting, all soldier beam work and us of customary tools and equipment for underpinning foundation work

### **Group 3A**

- Concrete Specialist
- Setting screeds
- Screed pins
- Curb forms and curb and gutter forms,
- Using Darby and push floats,
- Hand trowels or hand floating
- Marking edging
- Using base cove or step tools
- Spreading and finishing gypsum
- Concrete grinding machines (the terms does not include Rotomill machines for highway overlay grinding)
- Troweling machines,
- Floating machines
- Finishing of epoxy or resin materials,
- Operation of skill saw

- Laser Screed
- Laser Level
- Curb and Slipform machines,
- Stamps or other means or texturing,
- Any new devices which are beneficial to the construction of or with concrete or related products.

#### **Group 4**

- Burning and Welding in connection with Laborers' work
- Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, Feb. 3, 1954) and Track Drillers, Diamond Core Drillers, Wagon Drillers, Mechanical Drillers on Multiple Units
- High scalers including but not limited to laying, anchoring, pinning, cabling and stretching of any rock fall netting, mesh or wire fabric and use of customary tools and equipment for high scaling
- Concrete pump operator
- Heavy Duty Vibrator with Stinger 5" diameter or over
- Pipelayer, Caulker and Bander
- Pipelayer-waterline, Sewerline, Gasoline, Conduit and all other types of composition for any purpose buried under ground outside of building including, stringing, trench shoring, backfilling sanding, caution taping, all walk behind equipment and spotting
- Laborer work in connection with micro tunneling, directional drilling and pipe-jacking
- Cathodic protection, grounding for pipe work
- Cleaning of Utility Lines
- Slip Lining of Utility Lines (including operation of Equipment)
- TV Monitoring and Grouting of Utility Lines
- Asphalt Rakers and Asphalt dump Man
- All mechanical and pressurized pipe work, including the installation of pipe above and below ground, cathodic protection, bolt up, and support installation in connection to water conveyance, c

#### **Group 4A**

- Foreman

#### **Group 5**

- Construction Specialists
- Blasters and Powdermen, all work of loading, placing, and blasting of all powder and explosives of any type, regardless of method used for such loading and placing  
Asbestos removal
- Lead abatement
- Hazardous waste
- Material removal

#### **Group 5A**

- Pavement Marking and Highway Striping
- Pavement Marking and Highway Striping Foreman
- Pavement Marking and Highway Striping work includes but is not limited to: All work by any method performed in connection with the permanent or temporary application and installation of pavement marking of any kind, brand, type or style on parking lots, airfields, highways,

streets and other such surfaces and all work performed in connection with removal of pavement.

**Group 6**

- Guniting Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen
  - Tunnel and shaft workers/miners and use of customary tools and equipment for tunnel and mine work All work performed in a compressed air tunnel shaft or chamber including the use of hand, power tools or equipment as necessary in connection with compressed air work
-

**OPERATING ENGINEER, includes but is not limited to:**

**Group 1**

- Engineer Assistant

**Group 1A**

- Oiler (Construction)
- Partsman

**Group 2**

- Compressor Operator
- Material Loader and/or Conveyor Operator (handling building materials)
- Pump Operator

**Group 3**

- Bobcat or similar loader, 1/4 cu. yd. or less
- Concrete Curing Machines (streets, highways, airports, canals)
- Conveyor Belt Operator (tunnel)
- Forklift (under 20)
- Engineer Generating Plant (500 K.W.)
- Mixer Box Operator (concrete plant)
- Motorman
- Rodman/Chainman
- Rotomist Operator
- Oiler (truck crane)

**Group 4**

- Concrete Mixer Operator, Skip type
- Dinky Operator
- Forklift (20' or over) or Lumber Stacker
- Ross Carrier
- Skip Loader Operator (under one (1) cu. yd.)
- Tie Spacer

**Group 5**

- Concrete Mixers (over one (1) cu. yd.)
- Concrete Pumps or Pumpcrete Guns
- Elevator and Material Hoist (one (1) drum)
- Groundman for Asphalt Milling and similar

**Group 6**

- Auger type drilling equipment up to and including 30 ft. depth digging capacity M.R.C.
- Boom Truck or Dual-Purpose a-Frame Truck
- B.L.H. Lima Road Pactor or similar
- Chip Box Spreader (Flaherty type or similar)
- Concrete Batch Plant (wet or dry)
- Concrete Saws (highways, streets, airports, canals)
- Locomotives (over thirty (30) tons)
- Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)
- Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)

- Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)
- Pavement Breaker, Truck Mounted, with compressor combination
- Pavement Breaker or Tamper (with or without compressor combination)
- Power Jumbo Operator (setting slip-forms, etc., in tunnels)
- Roller Operator (except asphalt)
- Self-Propelled Tape Machine
- Self-Propelled Compactor (single engine)
- Self-Propelled Power Sweeper Operator
- Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms)
- Small Rubber-Tired Tractors
- Snooper Crane, Paxton-Mitchell or similar
- Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

### **Group 7**

- Auger type drilling equipment over 30 ft. depth digging capacity M.R.C.
- Compressor (over 2)
- Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply Concrete Conveyor, Building Site
- Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers)
- Crusher Plant Engineer
- Generators
- Instrument Man
- Kolman Loader
- Material Hoist (two (2) or more drums)
- Mine or Shaft Hoist
- Pipe Bending Machines (pipeline only)
- Pipe Cleaning Machines (tractor-propelled and supported)
- Pipe Wrapping Machines (tractor-propelled and supported)
- Portable Crushing and Screening Plants
- Post Driller And/or Driver
- Pumps (over 2)
- Screedman (except asphaltic or concrete paving)
- Self-Propelled Boom-Type Lifting Device (center mount) (on ten (10) ton capacity or less)
- Slusher Operator
- Soil Tester (Certified)
- Soils and Materials Tester
- Surface Heater and Planer Operator
- Trenching Machine (maximum digging capacity three (3) ft. depth) (Any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)
- Truck-Type Loader
- Welding Machines (gasoline or diesel)

### **Group 8**

- Articulated on-Site Dump Trucks
- Asphalt Plant Engineer
- Asphalt Milling Machine

- Cast-In-Place Pipe-Laying Machine
- Combination Slusher and Motor Operator
- Concrete Batch Plant (multiple units)
- Dozer Operator
- Drill Doctor
- Elevating Grader Operator
- Stiff Frame Off Road Haul Trucks
- Grooving and Grinding Machine (highways)
- Ken Seal Operator
- Marination Plant
- Loader (up to and including two and one-half (2 1/2) cu. yds)
- Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)
- Shuttle Buggy
- Mechanical Trench Shield
- Mixermobile
- Push Cats
- Road Oil Mixing Machine Operator Wood-Mixer (and other similar Pugmill equipment)
- Roller Operator (asphalt)
- Rubber-Tired Earthmoving Equipment (up to and including thirty-five (35) cu. yds. "struck " M.R.C., Euclids, T-Pulls, DW10, 20, 21 and similar)
- Water Pull
- Screedman (Barber-Greene and similar) (asphaltic or concrete paving)
- Self-Propelled Compactors with Dozer; Hyster 450, Cat 825 or similar
- Sheepfoot
- Small Tractor (with boom)
- Soil Stabilizer (P & H or equal)
- Timber Skidder (rubber-tired) or similar equipment
- Track Loader
- Tractor-Drawn Scraper
- Tractor Operator
- Tractor-Mounted Compressor Drill Combination
- Trenching Machine Operator (over three (3) feet depth)
- Tri-Batch Paver
- Tunnel Badger or Tunnel Boring Machine Operator
- Tunnel Mole Boring Machine
- Vermeer T-600b Rock Cutter
- Vacuum Truck(excludes trailer mounted vaccums)

### **Group 9**

- Chicago Boom
- Combination Backhoe and Loader (up to and including 3/8 cu. yd.)
- Combination Mixer and Compressor (gunite)
- Heavy Duty Repairman and/or Welder
- Lull Hi-Lift (twenty (20) feet or over)
- Mucking Machine
- Sub-Grader (Gurries or other types)
- Tractor (with Boom) (D6 or larger)
- Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers)

### **Group 10**

- Boom-Type Backfilling Machine
- Bridge Crane
- Cary-Lift or similar
- Chemical Grouting Machine
- Chief of Party
- Derricks (two (2) Group 10 Operators required when swing engine remote from hoist)
- Derrick Barges (except excavation work)
- Euclid Loader and similar types
- Heavy Duty Repairman
- Heavy Duty Rotary Drill Rigs
- Lift-Slab (Vagtborg and similar types)
- Loader (over two and one-half (2 1/2 cu. yds. up to and including four (4) cu. yds.)
- Locomotive (over one hundred (100) tons, single or multiple units)
- Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)
- Pre-Stress Wire Wrapping Machine
- Rubber-Tired Scraper, Self-Loading
- Single-Engine Scraper (over thirty-five (35) cu. yds.)
- Shuttle Car (Reclaim Station)
- Train Loading Station
- Trenching Machine multi-engine with sloping attachments (Jefco or similar)
- Vacuum Cooling Plant
- Whirley Crane (up to and including twenty-five (25) tons)

### **Group 10A**

- Backhoe-Hydraulic (up to and including one (1) cu. yd.)
- Backhoe (up to and including one (1) cu. yd.) (Cable)
- CMI Dual Lane Auto-Grader SP30 or similar type
- Cranes (not over twenty-five (25) tons) (hammerhead and gantry)
- Finish Blade
- Gradalls (up to and including one (1) cu. yd.)
- Motor Patrol Operator
- Power Shovels, Clamshells, Draglines, Cranes (up to and including one (1) cu. yd.)
- Rubber-Tired Scraper, Self-Loading (twin engine)
- Self-Propelled Boom-Type Lifting Device, center mount (over 10 tons up to and including 25 tons)

### **Group 11**

- Automatic Asphalt or Concrete Slip-Form Paver
- Automatic Railroad Car Dumper
- Canal Trimmer
- Cary Lift, Campbell or similar type
- Cranes (over twenty-five (25) tons)
- Euclid Loader when controlled from the Pullcat
- Finish Blade
- Gradesetter, Grade Checker
- Highline Cableway Operator
- Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)

- Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
- Multi-Engine Scrapers (when used to Push Pull)
- Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)
- Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
- Self-Propelled Compactor (with multiple-propulsion power units)
- Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper
- Slip-Form Paver (concrete or asphalt)
- Tandem Cats and Scraper
- Tower Crane Mobile (including Rail Mount)
- Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)
- Universal Liebherr and Tower Cranes (and similar types)
- Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)
- Whirley Cranes (over twenty-five (25) tons)

#### **Group 11A**

- Band Wagons (in conjunction with Wheel Excavators)
- Operator of Helicopter (when used in construction work)
- Loader (over twelve (12) cu. yds.)
- Multi-Engine Earthmoving Equipment (over seventy-five (75) cu. yds. "struck" m.r.c.)
- Power Shovels, Clamshells, Draglines, Backhoes, and Gradalls (over seven (7) cu. yds. m.r.c.)
- Remote-Controlled Earth Moving Equipment
- Wheel Excavator (over seven hundred fifty (750) cu. yds. per hour)

#### **Group 11B**

- Holland Loader or similar or Loader (over 18 cu. yds.)

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### **OPERATING ENGINEERS - Steel Fabricator & Erector**

#### **Group 1**

- Cranes over 100 tons
- Derrick over 100 tons
- Self-Propelled Boom Type Lifting Devices over 100 tons

#### **Group 2**

- Cranes over 45 tons up to and including 100 tons
- Derrick, 100 tons and under
- Self-Propelled Boom Type Lifting Device, over 45 tons
- Tower Crane

#### **Group 3**

- Cranes, 45 tons and under
- Self-Propelled Boom Type Lifting Device, 45 tons and under

#### **Group 4**

- Chicago Boom
- Forklift, 10 tons and over

- Heavy Duty Repairman/Welder

**Group 5**

- Boom Cat
- 

**OPERATING ENGINEER -PILEDRIVER**

**Group 1**

- Derrick Barge Pedestal mounted over 100 tons
- Clamshells over 7 cu. yds.
- Self-Propelled Boom Type Lifting Device, over 100 tons
- Truck Crane or Crawler, land or barge mounted over 100 tons

**Group 2**

- Derrick Barge Pedestal mounted 45 tons up to and including 100 tons
- Clamshells up to and including 7 cu. yds.
- Self-Propelled Boom Type Lifting Device over 45 tons
- Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

**Group 3**

- Derrick Barge Pedestal mounted under 45 tons
- Self-Propelled Boom Type Lifting Device 45 tons and under
- Skid/Scow Piledriver, any tonnage
- Truck Crane or Crawler, land or barge mounted 45 tons and under

**Group 4**

- Assistant Operator in lieu of Assistant to Engineer
- Forklift, 10 tons and over
- Heavy Duty Repairman/Welder

**Group 5**

No current classification

**Group 6**

- Deck Engineer

**Group 7**

No current classification

**Group 8**

- Deckhand
  - Fireman
-

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, and OTHER  
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 180.320. The regulations were published as Part VII of the May 26, 1988 Federal Register.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE SIDE)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civically charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name: Herback General Engineering LLC

By: Peter Griffin 10/7/22  
Name and Title of Authorized Representative (type or print) (date)

Signature of Authorized Representative: \_\_\_\_\_

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (2 CFR 180.320).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**BOARD OF COUNTY COMMISSIONERS AGENDA ITEM  
COVER PAGE**

**MEETING DATE:** October 20, 2022

**TIME REQUIRED:**

**AGENDA:** CONSENT CALENDAR

**TITLE:**

For possible action. Discussion to adopt **Resolution 2022R-114** to augment the Douglas County Water Utility Enterprise Fund and transfer \$403,251 from the Capital Improvement Reserves to Water Rights. These funds will be used for the initial payment of the purchase of 224.028 acre-feet-annual of water rights previously authorized by the County Commissioners and as defined in the Contract for the Purchase and Sale of Water Rights, Document 2022-988609. (Philip Ritger)

**RECOMMENDED MOTION:**

Adopt Resolution 2022R-114 to augment the Douglas County Water Utility Enterprise Fund and transfer \$403,251 from Capital Improvement Reserves to Loan Principal as presented.

**FINANCIAL IMPACT:**

No long term impact to the Water Utility Enterprise Fund. The purchase price of \$9,000 per acre-foot annual is equal to the current fee-in-lieu of dedication that the Water Utility charges for future development to be connected to the municipal system.

**BACKGROUND:**

The Douglas County Board of County Commissioners, at its August 4, 2022, regular meeting unanimously approved the purchase of 224.028 acre-feet-annual of water rights for the future beneficial use of Douglas County, at a total cost of \$2,016,252, and authorized the County Manager to sign the agreement. The Contract for the Purchase and Sale of Water Rights, Document 2022-988609, was signed by the County Manager on August 17, 2022. Under the terms of the contract the total purchase price was divided into an Initial Payment of \$403,250.40 (due in October 2022) plus four (4) subsequent equal annual interest-free payments of \$403,250.40. This budget augment is to transfer funds sufficient for the initial payment. The funds for all future payments will be appropriated during the normal budget process for the Water Utility Enterprise Fund.

**ATTACHMENTS:**

[Resolution 2022R-114\\_McKibben Water Rights\\_plr.pdf](#)



RESOLUTION NUMBER 2022R-114

RESOLUTION AUGMENTING THE DOUGLAS COUNTY WATER UTILITY FUND  
2022 - 2023 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the budget to reflect revised revenues and expenditures to the County as follows:

Project: Contract For The Purchase and Sale of Water Rights, Document 2022-988609

|                 |                              |           |
|-----------------|------------------------------|-----------|
| Revenue         |                              |           |
|                 | TOTAL REVENUES               | -         |
| Expenditures    |                              |           |
| 328-849 625.250 | Capital Improvement Reserves | (403,251) |
| 328-849 550.021 | Loan Principal               | 403,251   |
|                 | TOTAL EXPENDITURES           | -         |

NOW, THEREFORE, BE IT RESOLVED THAT the 2022 - 2023 Fiscal Year budget is herein amended.

Adopted this 20th day of October, 2022 by the following vote:

VOTE: Ayes Commissioners:

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Nays Commissioners:

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Absent Commissioners:

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\_\_\_\_\_  
Mark Gardner, Chairman  
Douglas County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Amy Burgans  
Douglas County Clerk-Treasurer

**Douglas County Finance Department**

**Budget Augment Request Form**

Use this form to request an *increase* in total expenditures. Use the Budget Transfer form to *move* budgetary authority.

**Source of Funds:**     Adjusted Opening Fund Balance (AOFB)                       Greater Than Anticipated Revenues  
                                   Grant - STOP - use the Grant Forms Packet                       Capital Projects Fund Reserves

**Request Date** \_\_\_\_\_ 10/11/2022                      **Requested By** \_\_\_\_\_ Philip Ritger  
**Fiscal Year** \_\_\_\_\_ 22/23                      **Fund/Dept:** \_\_\_\_\_ 328-849 DC Water Utility

**Note that all augments require a BOCC resolution. Finance will review your request form & advise as to whether you should create the resolution or Finance will handle submission to IRC/BOCC**

|              | Account Name           | GL Account #<br>xxx-xxx xxx.xxx format | Project* | Revenue Increase | Expend Increase |
|--------------|------------------------|--|----------|------------------|-----------------|
| 1            | Capital Impr. Reserves | 328-849 625.250                        |          |                  | (403,251)       |
| 2            | Loan Principal         | 328-849 550.021                        |          |                  | 403,251         |
| 3            |                        |  |          |                  |                 |
| 4            |                        |  |          |                  |                 |
| 5            |                        |  |          |                  |                 |
| 6            |                        |  |          |                  |                 |
| 7            |                        |  |          |                  |                 |
| 8            |                        |  |          |                  |                 |
| 9            |                        |  |          |                  |                 |
| 10           |                        |  |          |                  |                 |
| 11           |                        |  |          |                  |                 |
| 12           |                        |  |          |                  |                 |
| 13           |                        |  |          |                  |                 |
| 14           |                        |  |          |                  |                 |
| <b>Total</b> |                        |  |          | -                | -               |

**Purpose:** \_\_\_\_\_ Per the contract for the purchase and sale of water rights from the Mckibben-Hayes Group  
 approved by BOCC at their regular meeting on August 4, 2022 (Administrative Agenda Item 7).  
 \_\_\_\_\_  
 \_\_\_\_\_

\* A project number is required for all Capital Projects

**Department Head Name** Philip Ritger                      **Signature** \_\_\_\_\_

**Finance Use Only**

|            | IRC Approval |              | BOCC Approval |              |
|------------|--------------|--------------|---------------|--------------|
|            | Agenda #     | Meeting Date | Agenda #      | Meeting Date |
| JE# _____  |              |              |               |              |
| Date _____ |              |              |               | By _____     |

Updated 9/1/21

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name** Philip Ritger

**Department:** Public Works



KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other specify: \_\_\_\_\_

8-18-2022

DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV**CONTRACT FOR THE PURCHASE AND SALE OF WATER RIGHTS** BY  DEPUTY

This contract is made and entered into between Douglas County, Nevada (the "County") and Howard D. McKibben and Mary Ann McKibben, as Trustees of the McKibben Family Trust created U/D/T/ June 21, 1996, and Michael J. Hayes, a married man as his sole and separate property, and Neil Andrew Thorson and Mary Jo Sampsel, as Co-Administrators of the Estate of Barbara Ann Thorson, Deceased, and William J. Crowell, an unmarried man, and Gail Ann Crowell, an unmarried woman, and Mark Allen Sampsel and Mary Jo Sampsel, as Co-Trustees of the Sampsel Family Trust dated Jun 6, 2008 (collectively the "Seller"). The County and Seller are at times collectively referred to herein as the "Parties" or individually as the "Party."

**RECITALS**

**Whereas**, Seller owns the beneficial interest in certain water rights, which are currently banked with the Town of Minden and are identified under the following permit numbers issued by the State Engineer:

Permit No.: 20.680 afa under 81135

Permit No.: 203.348 afa under 82320

(collectively "water rights"), the water rights are no longer appurtenant to any parcel; and

**Whereas**, the Parties previously entered into an Agreement for Transfer of Water Rights (Recorded as Document No. 216701 in 1989) (the "1989 Agreement"), which provided in part that Seller would transfer water rights to the County for future development upon a specified parcel in Douglas County, Nevada; and

**Whereas**, the 1989 Agreement further provided that upon final development of the specified parcel, title to any surplus water rights would revert to Seller; and

**Whereas**, Seller subsequently sold the specified parcel, but retained all rights and interest in the associated water rights; and

**Whereas**, the Parties now desire to confirm the termination of the 1989 Agreement; and

**Whereas**, Seller desire to sell to County and County desires to purchase the herein described water rights under the terms and conditions contained herein; and

**Whereas**, the Parties acknowledge that during the term of the 1989 Agreement, title to the water rights was transferred to the Town of Minden for use in a Town of Minden water well for the benefit of the County (pursuant to the County's 'Interlocal Agreement to Provide Wholesale Water Service' with the Town of Minden) and ultimately for the benefit of the Seller (pursuant to the 1989 Agreement); and

**Now, therefore**, in consideration of the premises and of the mutual covenants contained herein, and in Consideration of the foregoing Recitals, it is hereby agreed by and between the Parties as follows:

## AGREEMENT

1. Agreement: the County agrees to purchase and acquire from Seller, and Seller agrees to sell and convey to the County, all of Seller's right, title and interest in and to the water rights subject to the terms of this Agreement.
2. Purchase Price: the County shall pay Seller Nine Thousand Dollars (\$9,000) per acre foot for each acre foot sold, for a total of Two Million, Sixteen Thousand, Two Hundred and Fifty-Two Dollars (\$2,016,252) for 224.028 Total acre feet annually. **The total purchase price will be divided into an Initial Payment of \$403,250.40, plus 4 equal installment payments of \$403,250.40. The Payments will be due annually on the following schedule:**

|                 |                        |
|-----------------|------------------------|
| October 1, 2022 | INITIAL PAYMENT        |
| October 1, 2023 | Installment Payment #1 |
| October 1, 2024 | Installment Payment #2 |
| October 1, 2025 | Installment Payment #3 |
| October 1, 2026 | Installment Payment #4 |

The Initial Payment and each Installment Payment will be divided among the Sellers in proportion to their relative interests. Specifically, the payment will be divided as follows:

- **2.5%** to Michael J. Hayes
- **11.25%** to Neil Andrew Thorson and Mary Jo Sampsel, as Co-Administrators of the Estate of Barbara Ann Thorson, Deceased
- **12.5%** to William J. Crowell
- **12.5%** to Gail Ann Crowell
- **11.25%** to Mark Allen Sampsel and Mary Jo Sampsel, as Co-Trustees of the Sampsel Family Trust dated Jun 6
- **50%** to Howard McKibben and Mary Ann McKibben, as Trustees of the McKibben Family Trust created U/D/T/ June 21, 1996

3. Preliminary Title Report: The County may obtain, at its sole expense, a preliminary title report for the water rights. If, in the County's discretion, the title report reveals information that has the potential to interfere with the County's intended use of the water rights, the County may terminate this agreement upon written notice to Seller.
4. Transaction:
  - a. Title Report: Upon the execution of this agreement by both parties, the County will have 30 days within which to provide Seller written notice that it intends to terminate this Agreement due to findings in the Preliminary Title Report noted in Paragraph 3, above, or upon its determination that title (or beneficial interest) cannot be passed from Seller to County within the timelines set forth herein.
  - b. Further Assurances: In addition to the acts and deeds recited herein and contemplated to be performed, executed or delivered by the Parties, the Parties hereby agree to perform, execute and deliver, or cause to be performed, executed and delivered any and all such further documentation as may be reasonably required in order to consummate fully the transactions contemplated hereunder.

- c. Purchase Order: Upon completion of the title report review and other preliminary title clearance requirements set forth above, if the County does not intend to terminate this Agreement, County will issue to Seller a Purchase Order in the Total Amount of **\$2,016,252**, which will be payable on the schedule and in the proportions set forth in Paragraph 2, above.
  - d. Deed/Title: Unless other or additional documentation is determined to be necessary under Paragraphs 4(a & b), Seller shall, within 20 business days of receiving the purchase order, execute and record a Quitclaim Deed to convey any and all of its interest in the water rights to Douglas County. If other or additional documentation is necessary, then such Documents shall be recorded within this time period.
  - e. Invoice: Upon recordation of the documents set forth in paragraph 4(d), Seller shall submit to County an Invoice for the Initial Payment, attaching the recorded documents as justification. County shall make prompt payment. Thereafter, Seller shall annually submit an Invoice for Installment Payments upon the schedule indicated in Paragraph 2. Each Invoice shall include the appropriate mailing addresses for the payment.
  - f. Payments: County shall make the initial payment and all annual payments to the names and addresses set forth in the invoices.
5. Warranties of Seller. Seller does hereby warrant, represent, covenant that the following are true now and will be at the time of recordation:
- a. Authority: Seller has the full right and authority to enter into this Agreement and to consummate the transactions intended in this Agreement, and no other consent to do so is required.
  - b. Title to Water Rights: Seller has a beneficial interest in the water rights described herein. The water rights are free and clear of all liens, security interests, mortgages, pledges, encumbrances, ditch fees, taxes and assessments, and charges or claims of whatever nature. The water rights are in good standing with the Nevada State Engineer and have not been forfeited or abandoned, and are not subject to judgment, suit, lien, receivership, or any other encumbrance whatsoever. During the five year term of this Agreement, the County shall at its sole expense maintain all of the water rights in good standing with the Nevada State Engineer.
  - c. Judgments or Litigation. Seller has no knowledge of any outstanding judgments against Seller that would in any manner affect the consummation of this transaction or constitute any cloud upon the title to the water rights. Seller has no knowledge of any pending litigation, proceedings, or investigations, or any threats of litigation, proceedings or investigations, which might result in any cloud upon the title to the water rights, or any other material change in the value of the water rights.
  - d. Continued Cooperation. Seller shall, within reason, cooperate with County to effectuate the transactions contemplated in this Agreement including, without limitation, the execution of any documents or the taking of any action (or the restraining from taking of any action) necessary or desirable to achieve the intended results herein.
6. Effective Date: This Agreement shall become effective on the date it is last executed by the Parties hereto.

7. Miscellaneous:

- a. Waiver & Severability: If either Party, in any one or more instances fails to insist on strict performance of the other's obligations under this Agreement, that failure does not constitute a waiver of either Party's rights under the Agreement or in any way limit either party's ability to demand strict performance in the future of the obligations under the terms of the Agreement.
- b. Entire Agreement: This Agreement sets forth all the promises, agreements, conditions, warranties, and representations between the parties and is intended to be an integration of any and all agreements and understandings, oral or written, with respect to the transaction in this agreement.
- c. Amendment: Any modification of this Agreement must be in writing and signed by both Parties.
- d. Counsel: The parties acknowledge having the opportunity to be represented by the counsel of their choice with respect to the preparation, negotiation and execution of this Agreement and each party agrees that the doctrine of construing the contractual terms against the drafting party will not apply to this Agreement. Each party will bear their own costs and attorney fees associated with the terms and conditions of this Agreement.
- e. Time: Time is of the essence for this Agreement.
- f. Notice: Any written notice required pursuant to this agreement shall be made to each Party at the address provided below.

Douglas County  
ATTN: Public Works Director  
PO Box 218  
Minden, Nevada 89423

Howard & Mary Ann McKibben  
PO Box 588  
Verdi, NV 89439

William Crowell  
PO Box 1000  
Carson City, NV 89702

Gail Crowell  
PO Box 1985  
Monterrey, CA 93942

Mark & Mary Jo Sampsel  
3108 Moongold Ct.  
Las Vegas, NV 89134

Mary Jo Sampsel, Co-Administrator of the Estate of Barbara Thorson  
3108 Moongold Ct.  
Las Vegas, NV 89134

Neil Thorson,  
903 E. Day Rd.  
Coeur d'Alene, ID 83815

Michael Hayes  
350 Bouillon Rd.  
Dayton, NV 89403

- g. Successors and Assigns: This agreement is binding on and inures to the benefit of the Parties and their heirs, successors and assigns.
- h. Dispute Resolution: In the event dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.
- i. Nonappropriation: All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding. Notwithstanding the foregoing, the County represents that (1) the County has included the funding for the total purchase price in its budget planning; (2) the Initial Payment has been budgeted for the current fiscal year; and (3) the County will take all reasonable steps to incorporate all future installment payments in its annually approved budget. If, due to unforeseen circumstances, the County is unable to appropriate sufficient funds to make an Installment Payment then, absent an agreement between the Parties to the contrary, the County's obligations hereunder will be extinguished and County will retain the fraction of the total water rights for which it has paid;<sup>1</sup> the County will return the remaining water rights to Seller in proportion to each seller's interest as set forth in Paragraph 2.
- j. Counterparts: The Parties may execute this Agreement in counterparts and all will constitute one agreement that will be binding on all the Parties.
- k. County Default: If the County fails to make a payment in accordance with the schedule in Paragraph 2, then Seller shall provide the County with written notice of Default.

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<sup>1</sup> E.g. if the County has paid a total of \$18,000, it will retain 2 acre feet annually of the water rights.

- l. Termination: The County may elect to terminate this agreement upon written notice to Seller if Seller has not conveyed its interest in the water rights by November 1, 2022. Upon termination by the County, the Parties' obligations to one another under this agreement will cease, and the parties will cooperate to ensure that the water rights revert to the Seller under the 1989 Agreement, provided that the Seller is responsible for all costs for such reversion. Seller may elect to terminate this agreement for cause if the County does not cure a default (for which it has been notified in writing pursuant to subparagraph j, above) within 30 days. Upon termination by Seller, County will retain the fraction of the total water rights for which it has paid, and the County will return the remaining water rights to Seller in proportion to each seller's interest as set forth in Paragraph 2.
- m. Proper Authority: Each person signing this Agreement covenants that he or she has the proper authority and power to enter into this Agreement and bind the party to this Agreement.
- n. Governing Law: This Agreement must be construed in accordance with and governed by the laws of the State of Nevada and the parties agree that the proper venue and jurisdiction of all actions arising out of this agreement is the Court with competent jurisdiction located in Douglas County, Nevada.

IN WITNESS WHEREOF, the Parties have executed this Contract on the dates written below.

County:  
Douglas County

By: [Signature] 8/17/22  
Patrick Cates, County Manager (Date)  
As authorized in a public meeting on 08/04/2022

Seller  
Howard McKibben and Mary Ann McKibben, as  
Trustees of the McKibben Family Trust created  
U/D/T/ June 21, 1996

Signature: [Signature]  
Signature: [Signature]  
Date: July 14, 2022

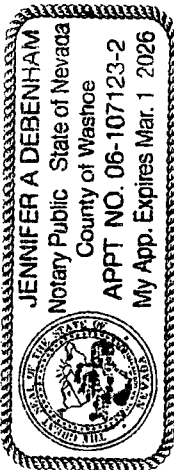
Michael J. Hayes  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF Nevada  
COUNTY OF Washoe  
This instrument was acknowledged before me,  
a Notary Public, on the 14<sup>th</sup> day of  
July, 2022 by Howard McKibben &  
Mary Ann McKibben.

[Signature]  
Notary Signature & Seal

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
This instrument was acknowledged before me,  
a Notary Public, on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2022 by Michael Hayes.

\_\_\_\_\_  
Notary Signature & Seal



- l. Termination: The County may elect to terminate this agreement upon written notice to Seller if Seller has not conveyed its interest in the water rights by November 1, 2022. Upon termination by the County, the Parties' obligations to one another under this agreement will cease, and the parties will cooperate to ensure that the water rights revert to the Seller under the 1989 Agreement, provided that the Seller is responsible for all costs for such reversion. Seller may elect to terminate this agreement for cause if the County does not cure a default (for which it has been notified in writing pursuant to subparagraph j, above) within 30 days. Upon termination by Seller, County will retain the fraction of the total water rights for which it has paid, and the County will return the remaining water rights to Seller in proportion to each seller's interest as set forth in Paragraph 2.
- m. Proper Authority: Each person signing this Agreement covenants that he or she has the proper authority and power to enter into this Agreement and bind the party to this Agreement.
- n. Governing Law: This Agreement must be construed in accordance with and governed by the laws of the State of Nevada and the parties agree that the proper venue and jurisdiction of all actions arising out of this agreement is the Court with competent jurisdiction located in Douglas County, Nevada.

**IN WITNESS WHEREOF**, the Parties have executed this Contract on the dates written below.

**County:**  
Douglas County

By: \_\_\_\_\_  
Patrick Cates, County Manager (Date)  
As authorized in a public meeting on \_\_\_\_\_

**Seller**  
Howard McKibben and Mary Ann McKibben, as  
Trustees of the McKibben Family Trust created  
U/D/T/ June 21, 1996

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
This instrument was acknowledged before me,  
a Notary Public, on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2022 by Howard McKibben &  
Mary Ann McKibben.

\_\_\_\_\_  
Notary Signature & Seal

Michael J. Hayes  
Signature: \_\_\_\_\_

Date: 7-21-2022

STATE OF NEVADA )  
COUNTY OF LYON )  
This instrument was acknowledged before me,  
a Notary Public, on the 21<sup>st</sup> day of  
JULY, 2022 by Michael Hayes.

\_\_\_\_\_  
Notary Signature & Seal

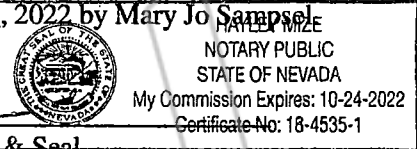
Mary Jo Sampsel, as Co-Administrator of the Estate of Barbara Ann Thorson, Deceased & as Co-Trustee of the Sampsel Family Trust dated Jun 6.

Signature: Mary Jo Sampsel  
Date: 7-15-22

STATE OF Nevada  
COUNTY OF Clark

This instrument was acknowledged before me, a Notary Public, on the 15<sup>th</sup> day of

July, 2022 by Mary Jo Sampsel  
Notary Signature & Seal



Neil Thorson, as Co-Administrator of the Estate of Barbara Ann Thorson, Deceased

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me, a Notary Public, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Neil Thorson.

Notary Signature & Seal

William J. Crowell

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me, a Notary Public, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by William J. Crowell.

Notary Signature & Seal

Gail Ann Crowell

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me, a Notary Public, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Gail Ann Crowell.

Notary Signature & Seal

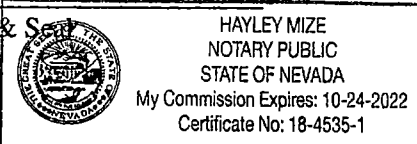
<sup>md</sup>  
<sup>Alan</sup>  
Mark Allen Sampsel, as Co-Trustee of the Sampsel Family Trust dated Jun 6

Signature: Mark Allen Sampsel  
Date: 7/15/22

STATE OF Nevada  
COUNTY OF Clark

This instrument was acknowledged before me, a Notary Public, on the 15<sup>th</sup> day of July, 2022 by Mark Allen Sampsel

Alan md  
Notary Signature & Seal



Mary Jo Sampsel, as Co-Administrator of the Estate of Barbara Ann Thorson, Deceased & as Co-Trustee of the Sampsel Family Trust dated Jun 6

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me, a Notary Public, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Mary Jo Sampsel.

Notary Signature & Seal

Neil Thorson, as Co-Administrator of the Estate of Barbara Ann Thorson, Deceased

Signature: [Handwritten Signature]

Date: 7/28/22

STATE OF Idaho )

COUNTY OF Kootenai )

This instrument was acknowledged before me, a Notary Public, on the 20 day of JULY, 2022 by Neil Thorson.

[Handwritten Signature]  
Notary Signature & Seal

TAWNIE J BRADLEY  
Commission Number 20190205  
Notary Public  
State of Idaho  
My Commission Expires 11/01/2024

William J. Crowell

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me, a Notary Public, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by William J. Crowell.

Notary Signature & Seal

Gail Ann Crowell

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me, a Notary Public, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Gail Ann Crowell.

Notary Signature & Seal

Mark Allen Sampsel, as Co-Trustee of the Sampsel Family Trust dated Jun 6

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me, a Notary Public, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Mark Allen Sampsel

Notary Signature & Seal

Mary Jo Sampsel, as Co-Administrator of the Estate of Barbara Ann Thorson, Deceased & as Co-Trustee of the Sampsel Family Trust dated Jun 6

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Neil Thorson, as Co-Administrator of the Estate of Barbara Ann Thorson, Deceased

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

William J. Crowell

Signature: [Handwritten Signature]

Date: 7/21/2022

Gail Ann Crowell

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Mark Allen Sampsel, as Co-Trustee of the Sampsel Family Trust dated Jun 6

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me, a Notary Public, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Mary Jo Sampsel.

\_\_\_\_\_  
Notary Signature & Seal

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me, a Notary Public, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Neil Thorson.

\_\_\_\_\_  
Notary Signature & Seal

STATE OF Nevada )  
COUNTY OF Carson City )

This instrument was acknowledged before me, a Notary Public, on the 21st day of JULY, 2022 by William J. Crowell.

[Handwritten Signature]  
Notary Signature & Seal

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me, a Notary Public, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Gail Ann Crowell.

\_\_\_\_\_  
Notary Signature & Seal

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me, a Notary Public, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Mark Allen Sampsel

\_\_\_\_\_  
Notary Signature & Seal



Mary Jo Sampsel, as Co-Administrator of the Estate of Barbara Ann Thorson, Deceased & as Co-Trustee of the Sampsel Family Trust dated Jun 6

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Neil Thorson, as Co-Administrator of the Estate of Barbara Ann Thorson, Deceased

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

William J. Crowell

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Gail Ann Crowell

Signature: Gail Ann Crowell

Date: 7-14-21

**\*Please see attached**

Mark Allen Sampsel, as Co-Trustee of the Sampsel Family Trust dated Jun 6

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me, a Notary Public, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Mary Jo Sampsel.

\_\_\_\_\_  
Notary Signature & Seal

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me, a Notary Public, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Neil Thorson.

\_\_\_\_\_  
Notary Signature & Seal

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me, a Notary Public, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by William J. Crowell.

\_\_\_\_\_  
Notary Signature & Seal

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me, a Notary Public, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Gail Ann Crowell.

\_\_\_\_\_  
Notary Signature & Seal

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me, a Notary Public, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Mark Allen Sampsel

\_\_\_\_\_  
Notary Signature & Seal

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

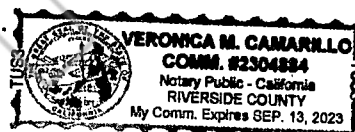
State of California  
County of RIVERSIDE)

On 7/19/ 2022 before me, VERONICA M. CAMARILLO NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared Gail Ann Crowell,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

Douglas County State of Nevada

## CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

18<sup>th</sup> day of August, 2022

By Emmy Kombarowski Deputy

**BOARD OF COUNTY COMMISSIONERS AGENDA ITEM  
COVER PAGE**

**MEETING DATE:** October 20, 2022

**TIME REQUIRED:**

**AGENDA:** ADMINISTRATIVE AGENDA

**TITLE:**

For possible action. Presentation and discussion on the Douglas County Indigent Defense Program, including an overview of the recent history of the program and Board direction on possible alternatives for program changes in Fiscal Year 2023-24, including maintaining the current plan, creating a county Office of Indigent Defense, or transferring the program to the State Public Defender as allowed by NRS 180.450(6) by providing notice to the State by November 1, 2022. (Patrick Cates)

**RECOMMENDED MOTION:**

Approve one of the following options for the County's Indigent Defense Program for Fiscal Year 2023-24:

1. Maintain the program as a contracted service with independent indigent defense attorneys and an Indigent Defense Coordinator with support from an Administrative Assistant position; or
2. Create an Office of Indigent Defense within the County, including the creation of county employees to administer the program with contracts for conflict counsel attorneys; or
3. Transfer the program to the State Public Defender in addition to maintaining contracts for conflict counsel attorneys and provide notice to the State of Nevada by November 1, 2022.

**FINANCIAL IMPACT:**

Under existing state law, the county has a maximum annual contribution of \$875,155 per year for the provision of indigent defense services. As long as the County complies with State requirements, the State will reimburse expenses in excess of the maximum annual contribution. The rough estimates for each option for the program are similar at \$1.7 million per year.

**BACKGROUND:**

See attached staff report.

**ATTACHMENTS:**

[Staff Report Indigent Defense Program Recommendations Oct 2022.doc](#)

PATRICK CATES  
County Manager

JENIFER DAVIDSON  
Assistant County Manager



1594 Esmeralda Avenue  
Minden, Nevada 89423

[www.douglascountynv.gov](http://www.douglascountynv.gov)  
775-782-9821

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## OFFICE OF THE COUNTY MANAGER

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### STAFF REPORT

To: Douglas County Board of County Commissioners

From: Patrick Cates, County Manager

Subject: Douglas County Indigent Defense

Date: October 20, 2022

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#### **I. REQUEST**

For possible action. Presentation and discussion on the Indigent Defense Program, including an overview of the recent history of the program and Board direction on possible alternatives for program changes in Fiscal Year 2023-24, including maintaining the current plan, creating a county Office of Indigent Defense, or transferring the program to the State Public Defender as allowed by NRS 180.450(6) by providing notice to the State by November 1, 2022.

#### **II. RECOMMENDATION**

The Board should decide among three options for the structure of the program starting in fiscal year 2023-24, which begins July 1, 2023:

1. Maintain the program with the current structure of independent contracts with indigent defense attorneys and an Indigent Defense Coordinator with support from an Administrative Assistant position previously approved by the Board.
2. Create an Office of Indigent Defense within the County including the creation of county employees to administer the program as well as contracts for conflict counsel attorneys.
3. Transfer the program to the State Public Defender as well as creation of contracts for conflict counsel attorneys and provide notice to the State of Nevada by November 1, 2022.

Staff does not recommend option #3. Staff recommends the Board choose between option #1 and option #2.

#### **III. BACKGROUND**

In 2018, a case was filed against the State of Nevada (Davis V. Nevada), challenging the constitutionality of Nevada's practices regarding indigent defense systems in Nevada's rural counties, including Douglas County. In 2019, the Nevada Legislature approved AB81, establishing the Department of Indigent Defense Services (DIDS) to expand State oversight of county Indigent Defense programs. In 2020, the State settled the lawsuit and a stipulated consent judgement was issued which established extensive requirements for the State to have oversight of county programs.

Mailing Address: P.O. Box 218, Minden, NV 89423

The 2021 Nevada Legislature approved AB 480, which further regulated the provision of indigent defense services by counties. These new laws as well as regulations established by DIDS had significant impact on counties, including a requirement to move the programs from the oversight of district courts and establishing a host of reporting requirements and contract standards. These changes also established a minimum contribution for counties to pay for indigent defense services, with the balance being reimbursed by the State.

As required under State regulations, the Board approved a new Plan for the Provision of Indigent Defense Services on September 16, 2021. This plan sought, as much as possible, to maintain the structure established by the District Court, but now under the County Manager's Office. This includes annual contracts for private attorneys to provide services. An Indigent Defense Coordinator was also hired under contract to oversee the program. However, given the new requirements and lack of increases in reimbursement, multiple attorneys canceled their contracts. The Board subsequently approved increasing those contract amounts. On June 16, 2022, the Board also approved creation of an Administrative Assistant position to cover administrative and support functions for the program in anticipation of savings in the Indigent Defense Coordinator contract. The State has reimbursed Douglas County for costs above our annual maximum contribution obligation of \$875,155. For fiscal year 2021-2022, \$1,725,581 was expended on the program. The program has been running under the current plan for a little over one year. Under NRS 180.450 (6), the Board may consider transferring the program to the State Public Defender. In order to do so for fiscal year 2023-2024 (starting July 1, 2023), the Board must notify the State of that intent by November 1, 2022.

#### *NRS 180.450 – Corrective Action Plans*

*6. If a county is required to transfer or voluntarily transfers responsibility for the provision of all indigent defense services for the county to the State Public Defender:*

- (a) The board of county commissioners for the county shall notify the State Public Defender in writing on or before March 1 of the next odd-numbered year and the responsibilities must transfer at a specified time on or after July 1 of the same year in which the notice was given, as determined by the Executive Director.*
- (b) The board of county commissioners for the county shall pay the State Public Defender in the same manner and in an amount determined in the same manner as other counties for which the State Public Defender has responsibility for the provision of indigent defense services. The amount that a county may be required to pay must not exceed the maximum amount determined using the formula established by the Board pursuant to NRS 180.320.*

#### **IV. DISCUSSION**

There are three basic models for the provision of indigent defense by counties.

The model currently used by Douglas County is to contract out all services with attorneys. We currently have five indigent defense contracts with full time attorneys for \$265,000 each per year as well as a contracted Indigent Defense Coordinator and an Administrative Assistant position. We

have seen significant challenges in retaining attorneys in the last year. However, with the Board approved increase in reimbursement, the county may see more stability in attorney contracts in the coming year. However, that is far from certain. Total costs are likely to be approximately \$1.7 million per year. If the Board approves this option, staff will prepare a detailed budget for FY 2023-24 budget based on historical and projected operating expenses for a contracted program.

An alternative model is to create an Office of Indigent Defense, staffed with county employees. This option would retain the most direct control by Douglas County - subject to State requirements. This includes four attorneys, a managing attorney, and support staff. Including expert witnesses, administrative costs and other operating expenses, the budget for this office is roughly estimated at \$1.3 - \$1.5 million per year. Having one office provide indigent defense creates a greater need for conflict counsel. Conflict counsel is assigned whenever there are multiple defendants in a case such that a single office cannot represent all of those defendants without conflict of interest. Carson City is using this model and supplements their office with two contracts for conflict council at \$175,000 each. Thus, the total budget for this option is roughly \$1.7 million. If the Board approves this option, staff will prepare a detailed budget for FY 2023-24 as part of the budgeting process in early 2023.

Another alternative model is to transfer the program to the State Public Defender. Initial estimates from the State are similar to those for creating a county Office of Indigent Defense, including four attorneys, a managing attorney, and support staff. The State has indicated an intent to open an office in Douglas County for this purpose. Including cost for expert witnesses, etc. this option is likely to cost about the same as the county office option. As with the county office option, conflict counsel contracts would be needed to supplement the office, putting the total estimated costs for the program at roughly \$1.7 million. If the Board approves this option, staff will submit notice to the State of the Board's intent to transfer the program and work with the State on creation of a formal budget for consideration by the 2023 Nevada Legislature.

## **V. CONCLUSION AND RECOMMENDATIONS**

The rough cost estimates for each program option are similar. The guaranteed maximum contribution defined in State law limits the financial commitment by the County. Given this, cost is not a primary factor in this decision. The Board should consider whether they wish to retain county control of the program.

Transferring the program to the State will limit the county's oversight of the program. For instance, the County would have no control over personnel or management decisions of a State-run office. The State could change funding or the structure of the program without any county oversight.

A fully contracted program, as we have now, allows the county to retain authority, but still have limited oversight over the functions of private attorneys. However, the increase in contract costs and challenges in recruiting contract attorneys causes concerns for the future costs and stability of this program. There is uncertainty with this option as many counties have struggled to contract with attorneys as a result of the new State requirements, leading to increased costs.

Creating a county Office of Indigent Defense provides for the most control and authority by the County. County employees would fall under the HR practices of the county and management would have authority over the selection and supervision of employees and the overall performance of the office. While that maintains county authority, it also means the county will be solely responsible for ensuring the staffing and stability of the office over time.

Of the three options, staff does not recommend transfer of the program to the State of Nevada at this time. The recommendation is to retain the program under County control. Staff do not have a strong recommendation as to whether it is better for the county to retain the existing contracted model or to create an office staffed with county employees. In general, creating a county office would provide for the highest level of authority and responsibility by county management for the program.

## **VI. FINANCIAL IMPACT**

The cost estimates for each of the three options are roughly the same at \$1.7 million per year. However, instability in contracting and rate increases experienced in the last year under the contracted model could result in that being a costlier option in the future. However, with the guaranteed maximum contribution of \$875,155 per year, costs above this amount will be reimbursed by the State.

**BOARD OF COUNTY COMMISSIONERS AGENDA ITEM  
COVER PAGE**

**MEETING DATE:** October 20, 2022

**TIME REQUIRED:**

**AGENDA:** ADMINISTRATIVE AGENDA

**TITLE:**

For presentation only. Reports/updates from County Commission members concerning the various boards and/or commissions that they may be a member of or a liaison to or meeting/functions they have attended. (Chairman Gardner)

**RECOMMENDED MOTION:**

For presentation only.

**FINANCIAL IMPACT:**

None

**BACKGROUND:**

This is an opportunity for Commission members to update the other Commissioners about what is occurring on the various boards to which they have been appointed. These boards/commissions/meetings include but are not limited to the following:

**Chairman Mark Gardner:**

- Carson Valley Chamber of Commerce
- Carson Valley Visitors Authority
- Carson Water Subconservancy District
- Douglas County Parks and Recreation Advisory Board
- Nevada Association of Counties (NACO) (Alternate)
- Northern Nevada Development Authority (NNDA) (Alternate)
- Quad County Coalition

**Vice Chair Wesley Rice:**

- Carson-Truckee Water Conservation District
- Douglas County Lake Tahoe Sewer Authority
- Joint Powers/Waste Management

- Lake Tahoe Visitors Authority (LTVA)
- Lake Tahoe South Shore Chambers
- Quad County Coalition (Alternate)
- Regional Transportation Commission (RTC)
- Stateline Storm Water Association
- Tahoe Douglas Visitors Authority (TDVA)
- Tahoe Regional Planning Agency (TRPA)
- Tahoe Transportation District

**Commissioner John Engels:**

- China Spring Youth Camp & Aurora Pines Girls Facility Advisory Council (CSYC/APGF)
- Carson Valley Arts Council
- Carson Water Subconservancy District
- Nevada Works
- Northern Nevada Development Authority (NNDA)
- Regional Transportation Commission (RTC) (Alternate)

**Commissioner Walt Nowosad:**

- Audit Committee
- Debt Management Commission
- Lake Tahoe South Shore Chambers (Alternate)
- Nevada Works (Alternate)

**Commissioner Danny Tarkanian:**

- Carson Valley Visitors Authority (Alternate)
- Nevada Association of Counties (NACO)
- Law Library
- Nevada Tahoe Conservation District
- Regional Transportation Commission (RTC)
- Western Nevada Development Authority (WNDD)

There will be no discussion or action taken on these reports/updates.

**ATTACHMENTS:**