Douglas County

Board of County Commissioners Public Meeting Notice and Agenda

Mark Gardner
Nathan Tolbert
Sharla Hales
Wesley Rice
Danny Tarkanian

Thursday, July 16, 2026 **10:00 AM** **Historic Courthouse**
1616 Eighth Street
Minden, NV 89423

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://www.youtube.com/@douglascountynevada**

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

Public Comment During the Meeting : Members of the public may attend the meeting in person at the address listed at the top of the agenda to provide public comment.

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

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

FINAL AGENDA

July 16, 2026

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.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE
Led by Commissioner Danny Tarkanian

3. PUBLIC COMMENT (No Action)
Forum Restrictions and Orderly Conduct of Business
The Board of County Commissioners conducts the business of Douglas County and its citizens during its meetings. The Board may impose reasonable, content-neutral restrictions on public comment such as comments that are on topics that are not within the jurisdiction, authority, or control of the Board of County Commissioners, or if the content of the comment is willfully disruptive of the meeting by being irrelevant, repetitious, slanderous, offensive, inflammatory, irrational, or amounts to a personal attack or interfering with the rights of other speakers. The presiding officer may order the removal of any person whose statement or other conduct disrupts the orderly, efficient or safe conduct of the meeting. Warnings against disruptive comments or behavior may or may not be given prior to removal. Hand clapping, making remarks or gestures from the audience that may interrupt, interfere or prevent any speaker from commenting should not occur.

Responses to Public Comments
The Board of County Commissioners can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters listed or not listed on the published agenda as long as those matters are within the jurisdiction and control of the Board of County Commissioners. The Open Meeting Law does not expressly prohibit responses to public comments by the Commissioners. However, responses from Commissioners to unlisted public comment topics could become deliberation on a matter without notice to the public. On the advice of legal counsel, and to ensure the public has notice of all matters the Board of County Commissioners will consider, Commissioners may choose not to respond to public comments, except to correct factual inaccuracies, ask clarifying questions, or to ask that a matter be listed on a future agenda.

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. If you plan to

speak on a specific agenda item that is on the administrative agenda and identified for possible action, then please provide your public comment when that agenda item is heard. Public comment will not be taken on Liquor Board agenda items. If you would like to provide public comment on Liquor Board agenda items, please provide your public comment during opening public comment or closing public comment.

Public comment must be limited to matters that are within the jurisdiction and control of the Board of County Commissioners. Public comment must be addressed to the Chairperson and not to members of the public so that the Board may take future action on the issues that are raised by the public.

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

4. 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

5. For possible action. Discussion to approve the draft minutes of the regular meetings of June 4, 2026, and June 18, 2026, of the Board of County Commissioners.

6. RECESS AS BOARD OF COUNTY COMMISSIONERS CONVENE AS DOUGLAS COUNTY LIQUOR BOARD

DOUGLAS COUNTY LIQUOR BOARD

7. For possible action. Discussion to approve the Unrestricted Mobile Liquor License for FlyingA LLC, dba The Traveling Trough, represented by owner and operator Amanda Almeida. Amanda Almeida has signed a Waiver of Notice of Hearing. FlyingA LLC, dba The Traveling Trough, is located at 1588 County Road, Minden, Nevada 89423. (Captain Richard Koontz)

8. ADJOURN AS DOUGLAS COUNTY LIQUOR BOARD RECONVENE AS 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 by a vote of the Board of County Commissioners, 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.

9. CONSENT ITEMS

A. For possible action. Discussion on the Outdoor Festival License application for National Night Out to be held August 7, 2026, from 4:00 PM to 8:00 PM, at 1770 US Highway 395 N Ste. D, Minden, Nevada, as submitted by Jonelle Spafford of Two Stone Slab and Tile. (Amy Burgans, Clerk-Treasurer)

B. For possible action. Discussion to accept the Public Administrator's 2026 Second Quarter Report for the period beginning April 1, 2026, and ending June 30, 2026, per Douglas County Code Chapter 2.23. (Brook Adie, Community Services Director)

C. For possible action. Discussion to accept the Public Guardian's 2026 Second Quarter Report for the period beginning April 1, 2026, and ending June 30, 2026, per Douglas County Code 2.22.135. (Brook Adie, Community Services Director)

D. For possible action. Discussion to accept a $36,000 Nevada State Emergency Response Commission Operations, Planning, Training, & Equipment Grant for the period of July 1, 2026, through June 30, 2027; augment the Emergency Management Fund to account for the grant award; and authorize the Emergency Manager to sign all related documents (Kara Easton, Director of Emergency Management)

E. For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through June 15, 2026, per Nevada Revised Statute 251.030. (Kathy Kaiser, Comptroller)

F. For possible action. Discussion on the adoption of **Resolution 2026R-045** transferring Douglas County's unused 2026 Private Activity Bond Volume Cap of $3,780, 257.84 to the Nevada Rural Housing Authority (NRHA). (Kathy Kaiser, Comptroller)

G. For possible action. Discussion to approve a $116,293 Purchase Order with Journal Technologies, Inc. for eCourt Case Management System annual licensing, maintenance, and support fees for Fiscal Year 2026-27. (Delores Goelz, Fiscal Management Analyst)

H. For possible action. Discussion to authorize budget transfers totaling $3,500 between Salaries and Benefits and Services & Supplies to support unanticipated increases to services and supplies expenditures in Fiscal Year 2025-26. (Christine Vido, Human Resources Director)

I. For possible action. Discussion to authorize budget transfers totaling $75,000 from capital projects and salary savings to fund the purchase of new personal computers for the Library. (Kathy Kaiser, Comptroller)

J. For possible action. Discussion to approve a $170,000 budget transfer from the 911 Surcharge Fund to the County Construction Fund for Fiscal Year 2025-26 to reallocate excess revenues received to support the Public Safety Radio Upgrade project. (Kathy Kaiser, Comptroller)

K. For possible action. Discussion to adopt **Resolution 2026R-046**, a resolution regarding the Disposal of Certain Computer and other Electronic Equipment. The resolution authorizes the donation of specified equipment to ComputerCorps, a non-profit 501(c)(3), pursuant to NRS 244.1505. (Peace Ruggia, Chief Information Officer)

L. For possible action. Discussion to approve an open $733,370.56 purchase order with SHI International Corp. ("SHI") for Fiscal Year 2026-27 utilizing the State of Nevada Master Purchasing Agreement (99SWC-S108) for all purchases of software subscriptions, software licensing, and support services. (Peace Ruggia, Chief Information Officer)

M. For possible action. Discussion to approve a $99,896 construction services contract with J-U-B Engineers, Inc. for the North Valley Wastewater Treatment Plant Influent Lift Station Project and authorize the Director of Public Works to execute the contract and change orders up to 10% of the original contract. (Rick Robillard, Deputy Public Works Director)

N. For possible action. Discussion to accept a $32,000 United We Stand grant for Fiscal Year 2026-2027; augment the Douglas County Sheriff's Office fund in the amount of the grant award; and authorize the Emergency Manager to sign all grant related documents. (Kara Easton, Director of Emergency Management)

O. For possible action. Discussion to retroactively approve an agreement between Washoe County and Douglas County to provide the Douglas County Sheriff's Office with law enforcement related forensic support services from July 1, 2026, through June 30, 2027, for the service fees specified in the agreement. (Undersheriff Elges)

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.

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

COMMUNITY DEVELOPMENT

11. For possible action. Discussion to adopt **Ordinance 2026-1671**, amending Douglas County Code Title 18, Appendix B, the Minden Town Boundary, by annexing approximately 149.69 acres into the Town of Minden boundary. The parcels to be annexed are Assessor Parcel Numbers (APNs) 1320-28-000-051, 1320-28-000-052, 1320-28-000-053 & 1320-28-000-054. They are located north of Buckeye Road and east of the Monterra Planned Development, within the Buckeye Farm Specific Plan area and the Buckeye Farm Neighborhood 1 Planned Development. Second Reading. (Kate O'Neil, Principal Planner).

CLERK-TREASURER

12. For possible action. Discussion on the appointment of committee members to write the favorable/pro and opposing/con arguments for the 2026 General Election advisory ballot question concerning separating the County Clerk and County Treasurer into two distinct, elected offices, per NRS 295.121. (Amy Burgans, Clerk/Treasurer)

COUNTY MANAGER

13.1 For possible action. Discussion regarding the composition and geographic representation of the Stormwater Task Force; the evaluation process and criteria for reviewing applicants;

consideration of narrowing the applicant pool for further review at a future meeting; consideration of whether the task force facilitator should be selected from among the appointed members or from outside the task force; and possible direction to staff regarding the solicitation and vetting of applicants, or formation and implementation of the Stormwater Task Force. (Wendy Lang, Assistant County Manager)

13.2 For presentation only. Announcements/reports/updates from County Commission members, including updates on the various boards and/or commissions that they may be a member of or a liaison to, or any other meetings/functions they have attended, and any request by a Commissioner for discussion of a future agenda item. (Chairman Gardner)

14. 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.

15. ADJOURNMENT

AGENDA ITEM NO. 5.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: **APPROVAL OF PREVIOUS MINUTES**

TITLE:
For possible action. Discussion to approve the draft minutes of the regular meetings of June 4, 2026, and June 18, 2026, of the Board of County Commissioners.

RECOMMENDED MOTION:
Approve the minutes of the regular meeting on June 4, 2026, and June 18, 2026, of the Board of County Commissioners, as presented.

FINANCIAL IMPACT:
None.

BACKGROUND:

ATTACHMENTS:
060426ForBoardApproval.pdf
061826ForBoardApproval.pdf

DRAFT

The Regular Meeting of the Board of County Commissioners was held on Thursday, June 4, 2026, beginning at 10:00 AM in the CVIC Hall, 1602 Esmeralda Avenue, 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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1. CALL TO ORDER

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

COMMISSIONERS PRESENT:
Mark Gardner, Chair
Nathan E Tolbert, Vice Chair- *via Zoom* (*left the meeting at 12:18 PM*)
Wesley Rice, Commissioner- *via Zoom* (*joined the meeting at 10:20 AM*)
Danny Tarkanian, Commissioner
Sharla Hales, Commissioner

STAFF PRESENT:
Dan Coverley, Sheriff
Jenifer Davidson, County Manager
Wendy Lang, Assistant County Manager
Doug Ritchie, Chief Civil Deputy District Attorney
Nicki Leeper, Assistant County Clerk
Amber Lane, Deputy Clerk

2. PLEDGE OF ALLEGIANCE

Led by Commissioner Tarkanian.

Chairman Gardner speaks:
Vice Chairman Tolbert was honored to be selected by our state organization, the Nevada Association of Counties, to attend a Leadership Institute Academy in Washington, DC. And he is traveling back to the state as we speak, he's in layover in Chicago. And he was online shortly ago and I think he's still online, right, he's online. So we have four Commissioners in attendance. I know Commissioner Rice did recover slightly and he is out of the hospital, that's good news. And we're trying to get a hold of him right now to see if we can get him online to join us also. But in that regard, four Commissioners are in attendance and we will go forward.

3. PUBLIC COMMENT (No Action)

Chairman Gardner speaks:
The first item this morning, at every meeting, is Public Comment. I did want to mention before we get into Public Comment that due to a couple of items being on the agenda, we're going to be flexible with our agenda today. So we're going to try to get through all of our Consent items and then we're going to go ahead and do the Little League thing on 11.1. But then we're going to move to Public Works 12.1 to 12.2, then depending upon the time, look at taking a lunch break at that time for an hour. So that's the adjustments we're making today. Public Comment. Public Comment, as always, is limited to three minutes per speaker. And the Board of Commissioners uses timing lights, this morning they are going to be operated by Commissioner Hales. And so when you approach the podium, we ask you to print your name so we have that clear and able to get that into the record and then state your name. Your three minutes will start once you state your name. And you'll see a green light when you start, you'll see a yellow light and you'll hear a beep that will indicate you have 30 seconds left. And at the end of 30 seconds, we ask you to please conclude your comments and sit down. In addition to Opening Public

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Comment, Public Comment will be taken on Administrative Agenda items that are identified for possible action and Closing Public Comments. If you wish to speak on a specific agenda item that is on the Administrative Agenda and marked for possible action, we ask you to please wait until that item is brought forward to offer your Public Comment on that item. We make the exception that if you have to return to work or some other obligation, then feel free to take that opportunity during Open Public Comment at this time to voice your concerns. We do not take Public Comment on Liquor Board items and we have one of those on the agenda today. So Public Comment must be limited to matters that are within the jurisdiction and control of the Board of Commissioners. Public Comments should be addressed to the Board and not members of the public so that the Board may take future action on the issues that are raised by the public. So, at this time without further ado, we'll go into Public Comment. Is there any Opening Public Comment?

Andrew Guerrero speaks:
Good morning, Commissioners. Here from Gardnerville. I'm here for the second reading of Ordinance 2026-1667. Adopting a new set of 24 amendments is a farce because our Building and Code Officials are effectively, are actively neglecting the structure laws of the IBC, the IRC, and Title 20 right now. I'm speaking about the dangerous reality on my own property line. We can't talk about performing due diligence on future ordinances when the County staff refuses to enforce explicit building and location rules already on the books today. A 14 foot combustible hazard under Douglas County Code Chapter 20.100, certain structures under 200 square feet are exempt from structures, or from needing physical building permits. This is where there's a problem. But let me be absolutely clear, a permit is not an exemption or a license to violate the law. The IRC explicitly states that a permit exemption does not authorize anyone to bypass zoning or fire separation rules. Can't get any clearer. Let's look at the facts; right now, a 14 foot tall, 200 square foot combustible structure sits a mere inches from my property line. It's positioned only three feet from the neighbor's home and a terrifying five feet from mine. IRC Table R302.1 and IBC Table 602 explicitly mandate strict fire separation setbacks for any structures to prevent spread between buildings. A 14 foot unrated combustible wall standing inches from the line completely obliterates those safety standards. County staff cannot hide behind the excuse that it doesn't need a permit to justify blatant structural violations. It violates the Building code, it undermines our zoning laws, and it needs to be moved. The Board cannot legally approve this text amendment today under DCC section 20.612.030, you must make formal findings that this change protects the safety and welfare of our residents. You cannot make the finding while your own Building Department allows noncompliant 14 foot structures to remain dangerously close to residential walls, simply because it didn't have a paper permit. Due diligence means halting this vote and demanding accountability. I urge this Board to continue Ordinance 2026-1667 until the staff proves they are enforcing our structural laws. Protecting our property rights, stay, stop and neglect, move the non-compliant building and do your due diligence. Thank you.

Chairman Gardner speaks:
Thank you, Mr. Guerrero.

Mr. Guerrero.
Thanks, guys.

Chairman Gardner speaks:
Additional Opening Public Comment?

Ernie Moyano speaks:
Good morning. First of all, I just want to say there's not going to be any thank yous today. The last meeting I came to, people thanked you. Other than Mr. Tarkanian, there's nobody that I believe deserves a thank you because I wouldn't even be here if we didn't have the Painted Rock Mine issue. And so with that being said, I do want to say that it's a good start if we try to work on road closures and things to trucks

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that we're all dealing with. I drive East Valley and Fremont almost daily, I've experienced a number of instances where trucks are over the line, off the shoulder, breaking the asphalt. I drive a three quarter ton truck, I can tell the difference in the road since the mine opened, okay. Bumpy, washboard, it's deteriorating already so thank goodness that there may be something done. Okay, I'm done with that. Now I'd just like to say I don't think it has anything to do with today's meeting, but just to give you a heads up; we have enough houses being built, we have enough permits issued, we don't need any more permits. The houses are fine, we're going to have way too many already. If you drive 395 you can certainly tell that we have too many already and now we're going to have 2,500 more, or 700 here, or whatever, too many. I really would appreciate it if somebody would, and I was told that this Board did not have anything to do with that, so I'm not punishing you for that. I just want everybody to know we have a real issue with, first of all, roads that how we get from point A to point B and water issues. Everybody talks about water issues. I was up the Painted Rock Mine yesterday, there's a cloud of dust as big as this building coming up out of the thing that was all supposed to be mitigated or something. Nothing, nothing seems to be policed, you know. And the speed limits on East Valley and Johnson Lane, I live up off Johnson Lane, they're not abiding by the speed limits that much. Some of them are, I've paid close attention, some of them are, some of them aren't, you know. So we've got a lot of issues that really need to be addressed. I'm a simple guy, I don't know a lot about politics, I don't know a lot about codes but just simple common sense, you know. And I hope to God the last thing I'll say is, I've heard scuttlebutt about another quarry going in. I certainly hope that the Board, whoever is in place when that comes about, takes into consideration the heartache it's caused the county, people of this county, I should say. Because nobody's happy about anything about that mine except the Knox Corporation, that's all there is to it. Thank you.

Chairman Gardner speaks:
Well, you timed that really well.

Jeanne Shizuru speaks:
I wanted to talk about something that I wasn't aware of until recently; that the decision of this Board to not go ahead and build Drayton Boulevard, which was supposed to be built through the Ranchos as a secondary access for all those development, but this Board decided not to do that. I didn't realize that the developer that was involved in that has also been a contributor to the Commissioner campaign, which is not Mimi Moss. So it's just really weird that somehow, a road and the developer collected all the money for Drayton Boulevard. And the citizens and the Ranchos were very eager to get that because the people on Springfield do not like all the traffic that, the work around traffic on Springfield. So they were looking forward to it and somehow, this Board decided not to. And as I understood it, they, instead of having that second road, the Drayton Road that's been there, supposed to be there for forever, they're going to put bike lanes or something like that. Now that money that was collected for that road, the expectation of the citizens of what that money was for, I think has been, again, you know, not followed by this Commission. Thank you. That is a developer who is donating in this campaign season.

Chairman Gardner speaks:
Thank you. Additional Public Comment? Ms. Duda, looks like you're next.

Julie Duda speaks:
Good morning. Last week we saw a rare revolt, the Douglas 400 showed up to protest the deeply flawed Stormwater Utility process. I've read the emails and listened to the public statements opposing the process and the rates and I listened to the apologies from Commissioners. In retrospect, the red flags were ignored in the extreme rush to push forward Board approval without a vote by the 41,000 registered voters. The impact to the county residents, as demonstrated by the 400 people who attended the May 28th meeting, was clear, extreme concern, stress, and outrage. Your apologies were on target. Going forward will it be a better process? Many issues are connected to the proposed Stormwater Utility, one of those connections is the value of County staff. How do these people feel about putting time and energy into a proposal that

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is now recognized as being deeply flawed? Most likely, more stressed. Another connection is affordable housing. Lots of discussion on this topic and yet, there was a rush to push through the Stormwater Utility fee that would make housing even less affordable. Another issue is the $12.7 million in additional revenue appearing on the May 21st agenda, one week before Final Budget approval. This item was on the Consent Calendar and was not discussed. Guidelines for action on additional revenue were covered, are covered by NRS 354. Was there any thought or consideration given to optional action for this additional $12.7 million or potential exemption from suggested guidelines? What possible action or options were explored for this windfall of $12.7 million? It's a lot of extra money. Looking at the printed version of the Final Budget approved on May 28th, the Stormwater Utility is included for over $4 million in fees. So with approval, does the budget now get revised to delete $4 million in fees and add $1.1 million from revenue? A clarification will help the public's understanding of the current status.

Chairman Gardner speaks:
Thank you, Ms. Duda. Is there any additional Opening Public Comment? I'm sorry, go ahead, please.

Jim Slade speaks:
I want to thank Commissioners Gardner and Hales for their steadfast support for sustainable growth. You have both expressed your desire for slow growth and kept that promise. The public, too, supports that position, as shown by their votes to approve both the Sustainable Growth Initiative and the Growth Management Ordinance. This is the 30th anniversary of the Master Plan. Two things were made very clear right from the start on the first page of the introduction; one, "the theme, keep our rural character was heard many times and in many ways from residents and growth should be managed or directed and should occur at a pace that doesn't overwhelm or negatively impact the current attributes of the county." We have had very mixed success with that due to too much growth too fast, yet we still hold on to our rural character even though it is decidedly diminished. Two, "most residents agree that new development should pay its own way and should not be a burden on existing residents." On this, we have been less successful. Nearly everyone recognizes that growth doesn't pay for itself. One need only look at the sorry state of our roads and the backlog of flood control infrastructure, for which developers paid almost nothing in contributions. While we can't change the past, some history is instructive as it can help us navigate the future. Flood records in our County go back to 1872, yet there was no record of an alluvial flood until the 1990s, almost 120 years later. That is because until recent decades, there was no significant residential in the known alluvial flood areas in East Valley. Large scale development there increased the risk of flooding. We now have significant alluvial flood events every few years, these are usually summer flash floods caused by sudden, intense, localized rain. Has development paid for itself as the Master Plan envisioned? No, it has burdened by, that burden has been passed to existing residents. Given the state of our roads and the sizable challenges to infrastructure, that answer is clear. Why did that happen? Our Department of Community Development, particularly the Planning Division, brings those items to the Board with their recommendations and their suggested conditions. They are the professionals on which the staff relies. Community Development, however, has always been viewed by a great many people as pro-growth, contrary to clear desire of residents. Mimi Moss was Planning Manager and then Director starting in the 90s. And for the next nearly 20 years, her department was supportive of development and failed to require that they pay their own way, which has placed an undue burden on existing residents. Going forward, I would hope that the Board would require that all development, especially in East Valley, put in necessary detention basins and contribute significantly to Stormwater infrastructure. This would include Virginia Ranch and Park's Buckeye Farm. While we can't correct the past, we can try to get it right going forward.

Chairman Gardner speaks:
Thank you, Mr. Slade. Is there additional Public Comment? Okay, sensing no additional Public Comment, I'm going to bring it back to the Board. I did want to indicate that I've been informed that Commissioner Rice has joined us. Commissioner Rice, just want to do a sound check, you're there and…

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Commissioner Rice speaks:
I'm here, sir.

Chairman Gardner speaks:
Very good, thank you so much. And we're pleased to hear that your health issues have progressed to the point where you can rejoin us.

Commissioner Rice speaks:
Thank you.

Chairman Gardner speaks:
Get better and we look forward to seeing you in person shortly. So with that, I know that Commissioner Tarkanian had indicated he had, he wished to address something that was said in Public Comment.

Commissioner Tarkanian speaks:
So Drayton is in my district so I thought I would address that issue. When the developer built and money was used or taken from each home that was sold, it's a very small amount of money compared to what the road would cost. Now there is not enough money, not even close to pay for the road. If there was, we would have put the road in. It would have had to take millions of dollars out of a road budget which we already are not maintaining roads with to try to pay for that. The problem, and again, I seldomly agree with Mr. Slade, but we can't go and change what's happened in the past. We need to make sure what we're doing in the future and that the developers need to pay the cost of what it's going to be when that time comes. Road construction goes up year after year, the longer it takes to build it, the more it's going to cost. But there should be some planning of estimating what that cost would be so that those costs are directly attributed to the developer and not taken out of the minimal fees that we have to maintain our roads.

Chairman Gardner speaks:
Thank you. Ms. Davidson.

Jenifer Davidson, County Manager, speaks:
Thank you, Mr. Chairman, Members of the Commission. I was just wanting to take this opportunity to clarify for the record, as Ms. Duda suggested in Public Comment, regarding the recent actions of this Commission relative to the final adopted budget for the Stormwater program. I hope I can make this as clear as possible, if not, Ms. Duda, I'd be happy to chat with you some more after this. It was the direction and formal action by this Board at the last meeting of the County Commission to adopt a $1.4 million budget for the Stormwater program, which included a $1.1 million transfer from the General Fund to the Stormwater Enterprise Fund to allow for the services to continue as they have been established today. The action of this Board did not include the formal adoption of any fees. So it's only the $1.1 million transfer from the General Fund to the Stormwater Enterprise Fund Utility. Hopefully that's clear. Thank you.

Chairman Gardner speaks:
Thank you.

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4. APPROVAL OF AGENDA

MOTION TO: Approve the agenda; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Danny Tarkanian, Commissioner
SECONDER:	Sharla Hales, Commissioner
AYES:	Wesley Rice, Sharla Hales, Mark Gardner, Danny Tarkanian, Nathan E Tolbert

APPROVAL OF PREVIOUS MINUTES

5. For possible action. Discussion to approve the draft minutes of the special meeting of May 5, 2026, of the Board of County Commissioners.

MOTION TO: Approve the draft minutes of the special meeting of May 5, 2026, of the Board of County Commissioners; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Sharla Hales, Commissioner
SECONDER:	Danny Tarkanian, Commissioner
AYES:	Wesley Rice, Sharla Hales, Mark Gardner, Danny Tarkanian, Nathan E Tolbert

6. RECESS AS BOARD OF COUNTY COMMISSIONERS CONVENE AS DOUGLAS COUNTY LIQUOR BOARD

DOUGLAS COUNTY LIQUOR BOARD

7. For possible action. Discussion to approve the addition of Eric Romero to the existing Unrestricted On-Site and Packaged Retail Liquor License for Clear Creek Hospitality, LLC, dba Clear Creak Tahoe. Eric Romero has signed a Waiver of Notice of Hearing. Clear Creek Hospitality, LLC, dba Clear Creak Tahoe, is located at 199 Old Clear Creek Road, Carson City, Nevada. (Captain Koontz)

MOTION TO: Approve the addition of Eric Romero to the existing Unrestricted On-Site and Packaged Retail Liquor License for Clear Creek Hospitality, LLC; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wesley Rice, Commissioner
SECONDER:	Nathan E Tolbert, Commissioner
AYES:	Wesley Rice, Sharla Hales, Mark Gardner, Danny Tarkanian, Nathan E Tolbert, Dan Coverley

UNAPPROVED

8. ADJOURN AS DOUGLAS COUNTY LIQUOR BOARD RECONVENE AS BOARD OF COUNTY COMMISSIONERS

CONSENT CALENDAR

MOTION TO: Approve the Consent Calendar; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Danny Tarkanian, Commissioner
SECONDER:	Sharla Hales, Commissioner
AYES:	Wesley Rice, Sharla Hales, Mark Gardner, Danny Tarkanian, Nathan E Tolbert

9. CONSENT ITEMS

A. For possible action. Discussion to approve the first amendment to the Aces Aircraft Maintenance Hangar and Office Space Lease at 2323 P51 Court, and the authorize County Manager to execute the amendment effective May 1, 2026. This amendment adds adjoining office space, consisting of one office space approximately 1000 square feet in size, to the underlying lease, as well as requests the County's approval of an assignment via a corporate stock purchase. (Heather MacDonnell, Airport Manager)

B. For possible action. Discussion to approve the Douglas County Assessor's request, and County Treasurer's petition, to remove $161,362.93 in unsecured personal property taxes from the tax roll that have been determined to be uncollectible, and order the County Treasurer to correct any assessments entered in error in accordance with NRS 361.5607 or NRS 361.765. (Trent Tholen, Assessor)

C. For possible action. Discussion on the Outdoor Festival License application submitted by Terri Schultz of Friends of Genoa for the Genoa Americana Celebration to be held Saturday, July 4, 2026, from 10:00 AM to 5:30 PM, at Mormon Station State Historic Park, Genoa, Nevada. (Amy Burgans, Clerk-Treasurer)

D. For possible action. Discussion on the Outdoor Festival License application submitted by Glenn Roman of Aramark for the Beer Garden - 4th of July Celebration - Zephyr Cove, to be held Friday, July 3, 2026, through Sunday, July 5, 2026, from 9:00 AM to 6:00 PM, at Zephyr Cove Resort, 760 Highway 50, Zephyr Cove, Nevada. (Amy Burgans, Clerk-Treasurer)

E. For possible action. Discussion on the Outdoor Festival License application submitted by Corinna Osborne of Edgewood Tahoe for the American Century Championship to be held Wednesday, July 8, 2026, and Thursday, July 9, 2026, from 8:00 AM to 4:00 PM, and Friday, July 10, 2026, through Sunday, July 12, 2026, from 7:00 AM to 4:00 PM, at Edgewood Tahoe Golf Course, 180 Lake Parkway Way, Stateline, Nevada. (Amy Burgans, Clerk-Treasurer)

F. For possible action. Discussion on the Outdoor Festival License application submitted by Brian Chandler of Caesars Entertainment for the Lake Tahoe Summer Concert Series to be held June 11, 2026, from 5:00 PM to 11:00 PM, and July 4, 2026, from 5:00 PM to 11:00 PM, at the Lake Tahoe Amphitheatre at Caesars Republic, 18 Highway 50, Stateline, Nevada. (Amy Burgans, Clerk-Treasurer)

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G. For possible action. Discussion to approve Amendment No. 3 to the existing Interlocal Contract among the Nevada Health Authority - Nevada Medicaid; the Department of Human Services - Social Services; and Douglas County - Social Services for the term of July 1, 2023, to June 30, 2027, to increase Douglas County's maximum non-federal cost share match for the medical care of indigent persons within the Medicaid County Match Program to $3,621,948.96 over the four-year term of the contract. (Brook Adie, Community Services Director)

H. For possible action. Discussion to approve the Interlocal Agreement between the State of Nevada Department of Human Services, Division of Social Services and Douglas County Social Services (DCSS), for DCSS to serve as an intake site for the Energy Assistance program and to assist individuals with the completion of the applications prior to submission; and authorize the Social Services Manager to sign the interlocal agreement. (Brook Adie, Community Services Director)

I. For possible action. Discussion to accept a donation of $45,440 from Douglas Animal Welfare Group (DAWG) to the Community Services Department to be used for three freestanding alumawood patio covers at the Douglas County Animal Shelter; adopt Resolution 2026R-032, which augments the budget in the Animal Services fund in the amount of the donation; and approve a $45,440 contract with Shade Concepts, Inc. for the purchase and installation of three freestanding alumawood patio covers at the Douglas County Animal Shelter. (Brook Adie, Community Services Director)

J. For possible action. Discussion to approve Amendment 001 to the existing Grant Funding Agreement between Douglas County and Carson City Community Counseling Center to increase the grant award to the Carson City Community Counseling Center from $42,000 of One Nevada Funds to $84,000, to be used to provide opioid abuse prevention and treatment services to Douglas County residents and authorize the Community Services Director to execute the amendment. (Brook Adie, Community Services Director)

K. For possible action. Discussion to accept a State of Nevada pass through Federal 2025 Emergency Management Performance Grant (EMP Grant) for the Department of Emergency Management, in the amount of $50,019.11; and authorize the Director of Emergency Management to sign all grant related documents. (Kara Easton, Director of Emergency Management)

L. For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through April 30, 2026, per Nevada Revised Statute 251.030. (Kathy Lewis, Chief Operating Officer)

M. For possible action. Discussion on the adoption of Resolution 2026R-031, increasing the Douglas Disposal Inc. Residential and Commercial collection service rates by an average of 3.74% and the Transfer Station service rates as allowed under the terms of the Franchise Agreement (Document 2026-1031035). The proposed rate changes will become effective July 1, 2026. (Philip Ritger, Public Works Director)

N. For possible action. Discussion to accept the donation of two snowmobiles and a trailer from Douglas County Search and Rescue to the Douglas County Sheriff's Office. (Undersheriff Elges)

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O. For possible action. Discussion to adopt Resolution 2026R-034 directing the disposal of seized weapons possessed by the Douglas County Sheriff's Office pursuant to NRS 202.340. (Undersheriff Ron Elges)

P. For possible action. Discussion to accept a $15,000 grant modification (Modification 004) from the USDA, Forest Service (Cooperative Law Enforcement Agreement 22-LE-11051360-013), and authorize Douglas County Sheriff Daniel Coverley to sign the grant modification. (Undersheriff Elges)

ADMINISTRATIVE AGENDA

10. ITEM(S) PULLED FROM THE CONSENT AGENDA WILL BE HEARD AT THIS TIME – none

Chairman Gardner speaks:
We'll take Items 11.1 and then we'll go into the Public Works Items 12.1 and 12.2, and then depending upon the timing, we'll return to 11.2 and 11.3. If we can get to those before lunch that would be great, if not, then we'll take a lunch at the appropriate time.

COMMUNITY SERVICES

11.1 For possible action. Discussion to accept a donation of $66,991.10 from the Carson Valley Little League to the Community Services Department to be used for eight shade shelters covering the bleachers at Ranchos Aspen Park; adopt Resolution 2026R-029, which augments the budget in the Room Tax fund in the amount of the donation; and approve a $66,991.10 joinder contract through OMNIA Partners Public Sector (a public sector cooperative purchasing organization) between Douglas County and Playcore Wisconsin, Inc., d/b/a GameTime, for the purchase of eight shade shelters covering the bleachers at Ranchos Aspen Park. (Brook Adie, Community Services Director)

Chairman Gardner read the agenda item into the record.

Brook Adie, Community Services Director, speaks:
Thank you. Thank you for allowing us the opportunity to highlight this amazing partnership that the Community Services Department has with Carson Valley Little League. As you know, Carson Valley Little League is a very large program that we have here in Douglas County. And they actually utilize two of our parks for their baseball games, so Aspen Park and Lampe Park. And each year, Carson Valley Little League does fundraisers to help with certain park improvements and they contribute a lot to the fields and the operation of our fields. And I'm very proud to say that we have a really great partnership. The discussion of the shade structures over the bleachers at Aspen Park has been a project that's been in the works for a few years. This is a very large project, it's very costly. And so the team has been working hard fundraising to be able to purchase these shade structures, which is going to provide such an enhancement at Aspen Park. I know when my boys were playing Little League, we were sitting out on the bleachers and there really is no coverage for spectators at that park. And so this is a huge improvement for visitors and for teams, and so we're very proud of this partnership. So with me I have two members of the Carson Valley Little League Board; I have Janelle Hoover, who is the President and I have Melissa Davis, who is the Treasurer? Okay, I got that right, thank you. And so we all met at Aspen Park, I think last week and we had some kids, and team members, and other board members that met for a photo op that we're going to release if it hasn't already been released as a press release to highlight all of their work. But I wanted them to have an opportunity to come up here in front of you. And I really wanted to

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acknowledge them publicly, and talk a little bit about our partnership, and how grateful we are to work with this team. So Janelle, would you like to say anything?

Janelle Hoover, Carson Valley Little League President, speaks:
Okay, thank you so much for hearing from us today. I just wanted to share a little bit about Carson Valley Little League and what our dedication is to this community. Little League International requires local Little Leagues to do project improvement every year to make our parks safer for our kids. And thank goodness that we have such an amazing Parks Department that helps us to do that. And so our goal is to raise money to make sure that we keep these parks not only safe, but sustainable for our kids, that they can be using them for the future. My kids have been all through Carson Valley Little League since they were this big and now they're grown and in college. And I just can't walk away, it just still keeps pulling at my heart and I bet Melissa can say the same thing; Brook was part of Carson Valley Little League. And so I just wanted to say thank you to all of you, but also thank you to all of our community for participating in the fundraising that we do. And for all of our sponsors in the community that so generously give their time, and their volunteer hours, and their money to our league so that we can be able to do these things. Thank you very much.

Chairman Gardner speaks:
Thank you. Melissa, did you want to say anything? No.

Ms. Adie speaks:
That's a, that's a no from Melissa. Okay, I'm happy to answer any questions if you do. But I really wanted to take this opportunity to highlight this wonderful partnership.

Chairman Gardner speaks:
Thank you.

Ms. Adie speaks:
And the hard work that they do.

Chairman Gardner speaks:
Absolutely, great program. Commissioners, anything you wish to add?

Vice Chairman Tolbert speaks:
Mr. Chair, I would just like to echo a lot of those comments as a former member of that Board, whose kids also went through every level of Little League. This is going to be a great addition for all those parents that have baked year after year out there at Aspen, so really looking forward to this getting done.

Chairman Gardner speaks:
Thank you. Commissioner Rice, anything? Okay.

Commissioner Rice speaks:
I didn't play Little League, I played football.

Laughter was heard.

Chairman Gardner speaks:
Well that answers a lot of questions. Okay, if there's no other questions, this is an actionable item so we need to go to Public Comment on this. So is there any Public Comment on this item?

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PUBLIC COMMENT

James McKalip speaks:
I just want to say that I appreciate the investment at Ranchos Aspen Park. I'm sorry if it hurts the Solarcaine sales, but I think it's better, especially for parents who have more than one kid in the program and are sitting there all day. I think this is great and again, I appreciate the investment in the Ranchos. Thank you.

Chairman Gardner speaks:
Thank you. Additional Public Comment? Sensing no additional Public Comment, we'll bring it back to the Board. Is there any other additional comments from the Commission?

Commissioner Hales speaks:
I was just going to say this is so impressive and it's just wonderful to see the good, good work of the people of Douglas County and of Little League.

Chairman Gardner speaks:
Commissioner Tarkanian, this is in your district.

Commissioner Tarkanian speaks:
Yes.

Chairman Gardner speaks:
Would you like to offer a motion?

Commissioner Tarkanian speaks:
Sure. I'm going to make a motion to accept a donation of $66,991.10 from Carson Valley Little League to the Community Services Department to be used for eight shade shelters covering the bleachers at Ranchos Aspen Park, adopt Resolution 2026R-029 to account for the donation, and approve a $66,991.10 joinder contract between Douglas County and PlayCore Wisconsin Inc for the purchase of the eight shade shelters covering the bleachers at Ranchos Aspen Park.

Vice Chairman Tolbert speaks:
I will second.

Chairman Gardner speaks:
Okay. I have a motion by Commissioner Tarkanian, seconded by Vice Chairman Tolbert to approve the donation and adopt Resolution 2026R-029 as presented. Sensing no further discussion, all those in favor signify by saying aye. The motion passes 5-0.

Jenifer Davidson, County Manager, speaks:
Mr. Chairman? I'm sorry to interrupt, sir. I think a donation of $66,000 warrants some applause for…

Applause was heard.

Ms. Davidson speaks:
Also, Mr. Chairman, if you'll humor us we'd like a photo to commemorate this occasion. If we can ask our Community Relations Manager really quickly to step forward and also the Little League representatives, that would be great.

Photos were taken.

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Chairman Gardner speaks:
So over my years as a private citizen, I've been involved with service organizations all my life. And service organizations, you move around this town and you look at our different parks and things, Rotary Club, Kiwanis Club, Lions Club, JCIs, Elks Club, other clubs, citizens have always been involved in Community Development, Community Services of this nature. And it's so great to see that tradition keep going. So once again, thank you, Carson Valley Little League, for that.

MOTION TO: Accept a donation of $66,991.10 from the Carson Valley Little League to the Community Services Department, adopt Resolution 2026R-029 a resolution to augment the budget in the Room Tax fund in the amount of the donation, and approve a $66,991.10 joinder contract between Douglas County and PlayCore Wisconsin, Inc. for the purchase of eight shade shelters covering the bleachers at Ranchos Aspen Park; carried.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Danny Tarkanian, Commissioner
SECONDER:	Nathan E Tolbert, Vice Chair
AYES:	Wesley Rice, Sharla Hales, Mark Gardner, Danny Tarkanian, Nathan E Tolbert

Chairman Gardner speaks:
At this time then, I'm going to go off the agenda and adjust it a little bit. And we're going to go into the Public Works items because I know that there's a number of you here for that. So we're going to go into 12.1 and then 12.2.

11.2 For possible action. Discussion on designating Deputy Guardian Kasey Myers as acting Douglas County Public Guardian until a formal appointment is made to fill the vacancy in accordance with Douglas County Code 2.22.050. (Brook Adie, Community Services Director)

Administrative Agenda Item 11.2 was heard after Administrative Agenda Item 12.2.

Chairman Gardner read the agenda item into the record.

Brook Adie, Community Services Director, speaks:
Thank you, good afternoon. I am here to seek approval for appointing Kasey Myers as the Public Guardian. She currently sits as the Deputy Public Guardian and she has done so for about 12 years. So April of 2025 she had filled this role until we hired a Public Guardian. About August of 2025, the current Public Guardian started in August of 2025 and then she has given her resignation, her last day is going to be June 8th. I appreciate everybody hearing this so quickly. This is really important, this change, so that we can manage the bank accounts and get the appropriate orders to maintain good care for our individuals. So if you have any questions, I'm happy to answer. If you have any questions of Kasey, she is also happy to answer. Thank you.

Chairman Gardner speaks:
Thank you. Commissioners, any questions of Ms. Kasey Myers? Not hearing anything. Okay, I have no questions. This is for possible action. So I guess my only question is, we appreciate you stepping in and taking on this role, if this passes. I always have to preface that. Okay, we'll go to Public Comment. Is there any Public Comment on 11.2 of appointing, designating Deputy Guardian Kasey Myers as Acting Douglas County Public Guardian?

PUBLIC COMMENT – none

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Chairman Gardner speaks:
Okay. Going, going, gone. Okay, bring it back to the Board, any other questions, comments…

Commissioner Hales speaks:
I move we…

Chairman Gardner speaks:
…motion?

Commissioner Hales speaks:
I move we approve the designation of Deputy Guardian Kasey Myers to serve as the Acting Douglas County Public Guardian until the Board of County Commissioners fills the vacancy in the office.

Commissioner Tarkanian speaks:
Second.

Chairman Gardner speaks:
Motion by Commissioner Hales, seconded by Commissioner Tarkanian to designate Deputy Guardian Kasey Myers as the Acting Douglas County Public Guardian until a formal appointment is made to fill the vacancy, in accordance with Douglas County Code 2.22.050 as presented. Sensing no further discussion, all those in favor signify by saying aye. Okay, the motion passes 5-0. Thank you very much and I hope you understand what you're getting yourself into. But you've been in the Deputy position so you know what you're getting into. Thank you for taking on that role.

MOTION TO: Approve the designation of Deputy Kasey Myers to serve as the Acting Douglas County Public Guardian until the Board of County Commissioners fills the vacancy in the office; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Sharla Hales, Commissioner
SECONDER:	Danny Tarkanian, Commissioner
AYES:	Sharla Hales, Mark Gardner, Danny Tarkanian, Wesley Rice, Nathan E Tolbert

11.3 For possible action. Discussion to approve the Douglas Area Rural Transit (DART) Topaz Route Expansion. (Brook Adie, Community Services Director)

Chairman Gardner read the agenda item into the record.

Brook Adie, Community Services Director, speaks:
I have a PowerPoint presentation, so it's easier to control from here. Thanks for the opportunity for me to talk about an exciting expansion that we are hoping, if approved today, we can implement starting July 1st. I'm going to give a little bit of history or some information about the program and how it operates and then talk about this expansion.

Ms. Adie began the presentation and covered the following topics:

- Douglas Area Rual Transit (DART) Services
  - DART Commitment
    - Committed to providing transportation to the residents of Douglas County, offering two options for general public, senior and ADA riders.
  - DART Express Route

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    - The DART Express operates on scheduled routes with designated stops and is open to the general public. It provides reliable, safe, and affordable transportation to key destinations, including shopping centers, medical facilities, and the Douglas County Community & Senior Center.
  - DART Dial-A-Ride
    - DART Dial-A-Ride is a curb-to-curb, shared-ride transportation service designed for seniors age sixty (60) years and older, as well as ADA-certified riders of any age who are unable to use fixed-route service. This service supports mobility and independence by providing access to essential destinations such as medical appointments, shopping, community events, and other daily activities.
- FIXED ROUTES

Ms. Adie speaks:
Here is what our current fixed route system looks like. So we have our northbound and southbound DART fixed routes that we currently operate and they have been operated for a very long time without having any kinds of changes. So adding South County to this new route is a change that we haven't had in quite some time. This is really a phase one of a two phased process where we want to bring on our South County down to TRE and the Topaz area as a new route. And then we're going to look at our existing routes and how we can make modifications to them and provide better connectivity. When these routes were established, there's been a lot of development since these routes have been established and so it's about time they get updated as well. I do want to highlight if you see here on the screen where it says DART, this is our new and updated logo. If you see on our older busses, it's a similar logo but has a phone with a phone cord. If you see this logo, those are on our new busses and vans.

Ms. Adie continued the presentation and covered the following topic:

- DART FARES
  - Seniors (60+) suggested donation $1
  - Medicare/Disabled Passengers $1
  - Student ID $1
  - Adult (age 12+) $2
  - Personal Care Attendant Free
  - Companion $2
  - Children under 10 years of age w/Adult Free
  - 20 Ride Pass $18
  - 40 Ride Pass $30

Chairman Gardner speaks:
Before you go on beyond that, Ms. Adie, seniors suggested donation $1; once again, that's a suggestion. So if we have individuals who really cannot afford to involve themselves financially in this, we don't want to not give them access to this transportation, right?

Ms. Adie speaks:
Correct, we do not want to deny riders. So yes, our goal is to get people to the important places that they need to be.

Chairman Gardner speaks:
And that holds true of the Medicare and other disabled, really pretty much anybody. We don't want to deny access to things.

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Ms. Adie speaks:
I think we have a lot of options in place to help ensure that people can afford getting their rides. So if there is somebody that has a financial hardship, we'll work with Social Services to make sure that they are eligible to receive free rides. We also have transportation that brings our kids from Pau-Wa-Lu over to the Community Center. Those riders ride for free because those rides are paid for through the Douglas County Community Services Foundation.

Ms. Adie continued the presentation and covered the following topics:

- DART OPERATIONS
  - 13 Staff Members
    - 1 Supervisor
    - 1 Specialist
    - 7 Full-time drivers
    - 2 Part-time drivers
    - 2 On-call drivers
  - 1 Vacant Positions
    - 1 Part-time Office Assistant
  - 16 DART Vehicles
    - 12 ADA Buses
    - 1 ADA Transit Van
    - 1 Non-ADA Transit Van
    - 2 ADA Caravans
  - 1 Pending Vehicles
    - 1 ADA Transit Van (CAMPO Grant)
- DART RIDERSHIP
  - Overall Ridership
    - Dial-A-Ride and Public
    - FY 24/25 = 30,838
    - FY 23/24 = 28,116
    - FY 22/23= 34,090
  - Express Route (Fixed Route Riders)
    - FY 24/25 = 2,384
    - FY 23/24 = 1,447
    - FY 22/23 = 1,283
- TOPAZ / SOUTH COUNTY ROUTE PLAN
  - DART currently provides Dial-A-Ride service in South County for seniors (60+) and ADA-eligible riders. This plan expands service with a new fixed route open to the general public, improving access to destinations and regional connections.
  - Purpose of New Route
    - New Fixed Route Serving Topaz and South County Residents: Monday–Friday, 8:30 AM – 5:00 PM
    - Expands access to key destination: Healthcare, shopping, parks, jobs, outreach locations, and the Douglas County Community & Senior Center (transit hub)
    - Connects riders to regional transit: Tahoe Transportation District, Jump Around Carson, and Eastern Sierra Transit

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Chairman Gardner speaks:
Now Ms. Adie, in that regard, and this CAMPO Grant for a van for North County; I know I'm throwing you a curve ball that I don't normally because I usually talk about South County only. But we provide congregate meals at our Waterloo Community Center five days a week, $3 for age group. And that's great, that's a great program in South County. We offer that program Monday, Tuesday, and Thursday, we don't have it available on Wednesday or Friday. This will offer those residents down in South County the ability to come up for that lunch that we don't otherwise provide, but also by us expanding service to North County, they only get lunches on Wednesdays and Fridays. So that process will allow them also on those other three days that they don't, to get to our Community Center. Is that accurate? Will be.

Ms. Adie speaks:
Will be. So once we get the CAMPO van, that is intended to bring individuals from North County into the community and that can be done either through Dial-A-Ride or fixed route. It is likely once we get that van, then we will be doing Dial-A-Ride only as we look at updating our greater fixed route system.

Chairman Gardner speaks:
But certainly another need.

Ms. Adie speaks:
Yes, absolutely

Ms. Adie continued the presentation and covered the following topic:

- Funding Sources
  - NDOT, FTA, ADSD grants, and County matching funds
  - Advertising sponsorships

Ms. Adie speaks:
The ways that we manage all of these services through our budget is we receive funds from NDOT. We receive $130,000 for a two year grant cycle to cover our fuel costs. And so we monitor all of these services through our budget and looking at our fuel costs. And so if there are services that we are providing or our fuel costs are starting to increase, then we will look at the way that we are managing the program and try to consolidate rides to the best of our ability. Fuel costs have continued to go up and our budget has remained relatively the same. We've been very fortunate that we have been able to continue to provide the same level of services that we have. With this expansion, we already have staff that is going into TRE on a daily basis. We already provide a large number of rides from TRE into the community on a Dial-A-Ride system. And so we will just continue to monitor our overall fuel costs for our program and make adjustments as needed based on what the budget allows. This expansion has been something that has been coming for several years; I know Chairman Gardner has talked about it for a long time. But ways that we have been planning for this as a department is in 2022 we had written some grant funds with the goal to expand services to receive two vans. In 2024, we wrote a grant with the idea of expanding services asking for two full time drivers. And then in 2025, we have asked for additional funds to get two additional busses, all with the idea of expanding services. All of these grant applications and grant awards have come before the Board. Thank you for your support in approving those to go forward in approving the matching funds for these services, which has brought us to where we are right now and it's allowing us to expand. We have been working hard over multiple years, it's been a long process, but we're here and we're getting really excited about it.

Ms. Adie continued the presentation and covered the following topic:

- PROPSED STOPS

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- Topaz Ranch Estates Community Center
- Topaz Lodge
- Holbrook Junction
- Ray May Way
- Carson Valley Health
- Wal Mart (Grant Ave)
- Douglas County Community & Senior Center

Chairman Gardner speaks:
And I look at that as we perhaps, once we get this in service, which is really exciting for me, really, in addressing this issue, we do have a number of residents in the Double Spring, Spring Valley area, we may need to offer that same process that we're looking at, at Ray May way for those residents.

Ms. Adie speaks:
Yes, we have had discussions about that and that we could offer that as well.

Ms. Adie continued the presentation and covered the following topics:

- PLANNING & COMMUNITY OUTREACH
  - March 2026
    - 2 Congregate Dining Outreach Sessions (TRE Community Center)
    - 1 Community Workshop (TRE Community Center)
    - 1 Presentation to Topaz GID Board (TRE Community Center)
  - April 2026
    - Presentation to Senior & Transportation Advisory Board (Douglas County Community & Senior Center)
    - Presentation to Young At Heart (Douglas County Community & Senior Center)
  - June 2026
    - Presentation to Board of County Commissioners (BOCC Chambers)
  - The Topaz Fixed Route Service is anticipated to begin July 2026
- SURVEY RESULTS

Ms. Adie speaks:
Here's the survey results. I'm not going to go into all of this, but… Oh, Vice Chairman Tolbert.

Vice Chairman Tolbert speaks:
Can I interrupt real quick? I just wanted to let you know I've hit a hard stop here. We're about to board, so I have to step out. But I'm in favor, so I know I can't vote, but I'm just letting you know that I have support of this. And I am signing off, thank you guys.

Chairman Gardner speaks:
Thank you, Vice Chairman Tolbert, for joining us today and safe travels. And we look forward to having you back in the county.

Ms. Adie speaks:
So here are the survey results and the questions that we asked. I'm not going to go into a lot of detail, but we really wanted to be able to demonstrate the feedback that we've gotten and the questions that we've asked that were key factors in determining how the route was going to be operated.

Ms. Adie continued the presentation and covered the following topic:

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- WHAT RESIDENTS TOLD US….
  - "It would be great to have a fixed route that could stop at the community center in TRE for pick up with stop at Walmart."
  - "It would be fabulous for us seniors to be able to get to town since many of are on fixed budgets and spending less money on fuel and vehicle usage would help."
  - "Getting to Gardnerville and Minden for doctor appointments, dental appointments, grocery shopping, etc., can be difficult for those of us who don't drive. This is a wonderful idea."
  - "We drive currently but DART options will make us reconsider. Thanks!"
- FEEDBACK & QUESTIONS

To review Ms. Adie's full presentation please see the Agenda Packet material.

Chairman Gardner speaks:
Obviously, you know what my feelings are on this. In 2019, 2020, I served on the Senior Services and Public Transportation Advisory Board and tried to work on this issue then. And here we are eight years later and I don't think I need to beat it up any more than that. But Commissioner Hales.

Commissioner Hales speaks:
Yes, could you address cost and I want to say accountability? And by that, I mean when will we hear back so we can assess whether the program is working and what the cost-benefit analysis is.

Ms. Adie speaks:
Yes. Thank you for the question. Our commitment is to have this route established for a year and to be able to gather some data and information on the users. And maybe drive decisions in adjusting some of the times or the routes. Now that doesn't have to happen after a year, I think at the six month mark, or at any point in time, we're evaluating the services and getting feedback from individuals; is the pick-up time the right time, is the drop off time the right time, will help guide in our decisions. But us implementing this program for a year, we won't get riders if they don't think it's a consistent and reliable form of transportation. And so really giving it a year and looking at how it's working will be important for us to know how we move forward. How we look at cost is, as I had said, the fuel budget that we have is a big driver of our cost. That is how we manage the program throughout the entire county is really looking at fuel. We have budgeted the staff, we receive two different types of grants that help us pay for staff salaries, that's budgeted, we have that. I think our fuel cost is the part that becomes the most fluctuating just depending on fuel costs and where we're going. So that is something that we'll monitor very closely and look at how much fuel it's costing us to go back and forth. Which could help us determine any adjustments we might need to make or how we can better coordinate our Dial-A-Ride services with our routes.

Commissioner Hales speaks:
So when we talked earlier, you told me that adding this, if we approve this today, it could add up to $12,000 annually.

Ms. Adie speaks:
Yes, we had estimated. So we looked at our highest used driver that we have who averages about $800 or $900 a month on their route. And so the information that was put in the Board packet was a range of about $800 to $1,000 a month in fuel costs. And the high end is based on an increased number of stops, sorry, times of day that they are going back and forth. And so we're looking at having three times a day where we're going back and forth. Did that help answer your question? I'm feeling a little jumbled.

Commissioner Hales speaks:
Just yes or no. The highest amount…

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Ms. Adie speaks:
Yes.

Commissioner Hales speaks:
…we're going to add to this program…

Ms. Adie speaks:
I'm sorry.

Commissioner Hales speaks:
…if we approve it, is $12,000 a year.

Ms. Adie speaks:
Yes.

Commissioner Hales speaks:
Thank you, appreciate that. And accountability will be a cost-benefit analysis in one year, but we can get information in six months if we ask?

Ms. Adie speaks:
That is correct.

Commissioner Hales speaks:
Okay. I would like to see a report in six months just so I can know how it's going. And then I would like a full cost-benefit analysis in a year to see if this is worth it.

Ms. Adie speaks:
Yes.

Commissioner Hales speaks:
Thank you.

Chairman Gardner speaks:
Okay. Vice Chairman Tolbert has left us. Commissioner Rice, did you have anything, any questions or observations?

Commissioner Rice speaks:
No, this is something that we've been working on for quite a while…

Chairman Gardner speaks:
Okay.

Commissioner Rice speaks:
…getting mobility access all the way from South County to Lake Tahoe and I see this as a great step towards that goal. So thank you.

Commissioner Hales speaks:
Can I jump in? I didn't mean to be sharp, I just meant to be concise.

Ms. Adie speaks:
Yes, thank you.

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Commissioner Hales speaks:
I appreciate that.

Ms. Adie speaks:
I recognize that my answer was probably not getting to the place that I needed to be, so I appreciate that.

Commissioner Hales speaks:
We're good. Thanks.

Commissioner Tarkanian speaks:
I just wanted to say I think this is great for Topaz. I think the DART system provides the residents with so many opportunities to take advantage of the incredible assets and amenities this County provides; the Community Center, the meals of the Community Center, so many wonderful things and I'm glad it's going to be expanded out to another area of the county.

Chairman Gardner speaks:
Thank you. So with that, I think we'll go to Public Comment. I do know that we have two members of the TRE Board of Trustees here, so I'd like to offer their opportunities. Mr. Tanner, Ms. Becker.

PUBLIC COMMENT

Sharon Becker speaks:
Good afternoon, Commissioners. I'm coming as a resident. And just for your information, I am TRE GID's Chairman of the Board. I'm coming here in support of this, I think this is a fabulous idea. As most of you are aware, South County doesn't get a lot of services down there, we are more rural. Thank you, Brook, for letting us know that there is more connectivity than just coming to the Senior Center and getting the northbound lanes or transportation in the north part of Gardnerville, Minden. I did not know, even after your presentation, that we could connect all the way to Carson and from there, all the way to Reno. That is a fabulous thing. I'm in contact with many people down there, most of them are, what do we want to say, our more wise population, their wisdom from aging, but they require help. And many of them don't want to drive up here during our adverse weather conditions. As we all know, there are some issues with water on 395. A lot of them do not want to drive, you know, they don't want to get up and drive at 10:00 AM. They're not fully awake, they're not ready for their day. But they will catch transportation, take it up here, go to their doctor's appointment, go to Walmart, go to Smith's, whatever they wish to do. I am fully supporting this. I am going to, I actually got a friend that has never used public transportation. I've had the opportunity, I've lived in Los Angeles and Chicago, so public transportation is something I know well. This person doesn't know anything about bus schedules. I'm going to use them as my guinea pig to help you improve what they need to be able to do to relate to being able to transfer from bus, to bus, to bus. I'm thinking much more global than you are, I'm sure, because I come from some larger cities. So in conclusion, I really hope that the Commissioners will think of approving this extension down to South Valley. I hope we can get a number of riders who are going to use it continually and often. I'm going to try, even though I like to drive my own car. If I don't have to pay $7 a gallon for gas, I'm all in. Thank you so much for your time.

Chairman Gardner speaks:
Thank you, Ms. Becker.

Michael Tanner speaks:
Hello, everyone. From Topaz Ranch. I'm here to say something positive for a change. This is a great deal, it's going to be good for a lot of underserved people in our community. I have one small suggestion; a lot of the people that I talked to, they're not real social media savvy and, you know, are you considering like

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maybe a poster at the bus stops to show times? And, you know, because I think that'll help a lot because I know a lot of people just want to go look and confirm. And that's about what the main suggestion I've ever got from our constituents. So anyway, thank you and right on.

Chairman Gardner speaks:
Thank you, Mr. Tanner. Any additional Public Comment?

James McKalip speaks :
I'm a big fan of Community Services' effort to help people stay in their homes, I think it's a great thing. It actually pays off for the County in the long run because if we have to put people in facilities because they can't get to medical appointments, it's a great expense. Since I've been taking my wife to dialysis and back three times a day, I mean three times a week, sorry, three times a day would be brutal, there's a DART bus there every time. People cannot stay in their homes if they don't have that kind of transportation. So expanding this, I think is great, the more we can help people, especially an aging community as ours. I'm not aging, but everybody else is. I'm aging. I think it's a great thing and I support this, and I hope you'll pass this. Thank you.

Chairman Gardner speaks:
Thank you. Additional Public Comment? Sensing no additional Public Comment, I'll bring it back to the Board. I'm going to go off script here since this primarily affects my district, if you don't mind, I'm going to offer a motion.

Commissioner Hales speaks:
I just wanted to make a comment.

Chairman Gardner speaks:
If there's no other comments.

Commissioner Hales speaks:
Yes, comment.

Chairman Gardner speaks:
Go ahead.

Commissioner Hales speaks:
I really appreciate how Community Services has undertaken this effort deliberately. Instead of just going out and paying for it out of our funds as soon as Chairman Gardner asked for it, you've sought grants, you've built it in, you've built it in responsibly from a financial standpoint and from a capacity standpoint. So it has taken a while, but we're to the point where it can be added for $12,000 a year, which I'm pleased with. And I agree with the comments that it is serving an underserved population and I think it's a very good thing. And I do hope, I love that Sharon Becker is going to help people figure out how to use it because I really want it to be well used and come back showing that it is worth the money.

Ms. Adie speaks:
Commissioner, do you mind if I give one additional comment, please? We're good?

Chairman Gardner speaks:
Yes.

Ms. Adie speaks:
Or can I not?

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Chairman Gardner speaks:
Of course.

Ms. Adie speaks:
I do want to say that our Dispatcher, we have such a wonderful system for DART. We have a Dispatcher that if anybody calls and they need a ride, she will help get you set up. We have a real one-on-one connection with our drivers and they provide a lot of support. And so if somebody's not on social media or they're not on computers and they're able to see what our routes are, please call. She will walk you through it and she is an immense amount of support.

Chairman Gardner speaks:
Thank you. What I also wanted to mention is that you have magnetic stickers to go on refrigerators or whatever, so that an individual, or on the back door in my case, where if an individual needs a ride, they can call and they can get that information. So I agree that that's important information. The other thing I wanted to mention is when the presentation was made, I believe in TRE, you had one of the vehicles down there also. And these are snow equipped, they have the ability to get and so we have so many fragile residents down there, I'll put it that way, fragile residents and then storm events, or certainly snow events where they can't get out of their houses. At least this gives them the ability to get physically out of their house and a socialization process also. So absolutely a critical program and I'm glad we had the foresight to buy vehicles that had that capacity. So thank you. Okay, with that, I'm going to, like I said, go off script. Normally the Chair doesn't offer motions, but in this case since it affects my district directly, I'm going to move for the approval of the Douglas Area Rural Transit, DART, Topaz route expansion as displayed.

Commissioner Tarkanian speaks:
Second.

Chairman Gardner speaks:
Okay, motion by Chairman Gardner, seconded by Commissioner Tarkanian to approve the DART expansion into Topaz route and in South County as presented. All those in favor, no further comments? All those in favor signify by saying aye. And so I heard four ayes and so it'd be 4-0 and one absent. So even though Vice Chairman Tolbert indicated his support of this, he's not available for the vote.

MOTION TO: Approve the Douglas Area Rural Transit (DART) Topaz route expansion; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Mark Gardner, Chair
SECONDER:	Danny Tarkanian, Commissioner
AYES:	Wesley Rice, Sharla Hales, Mark Gardner, Danny Tarkanian

Chairman Gardner speaks:
Okay, we have one more Community Services item. I would anticipate, and this is for presentation only so it's just an introduction. So we can go through that introduction, get it done quickly and then we can take a one hour break for lunch.

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11.4 For presentation only. Introduction of Ordinance 2026-1666, an ordinance amending Douglas County Code Title 2 – Administration and Personnel, Chapter 2.59 – *Douglas County Parks and Recreation Advisory Board* to change the term of appointed members of the Douglas County Parks and Recreation Advisory Board from two years to four years, direct the Douglas County Parks and Recreation Advisory Board in February of each year to appoint a member of the Advisory Board to serve as a liaison to the Douglas County Community Services Foundation, and remove the requirement that the Douglas County Parks and Recreation Advisory Board's regular monthly meeting be held at the specific time of 6:00 p.m. First Reading. (Brook Adie, Community Services Director)

Chairman Gardner read the agenda item into the record.

Brook Adie, Community Services Director, speaks:
Thank you. This is a conversation we began having with the Advisory Board in January when they were here before the Board of County Commissioners to seek reappointment. They had recognized that there were some other boards that had switched to a four year term. And at our meeting, we had started having discussions about the possibility of extending theirs into a four year term also. As demonstrated just a few minutes ago with our DART Transportation expansion, many of the projects that we do within Community Services, although the DART isn't relative to the Parks and Rec Advisory Board, it's just a demonstration of one of the things we do in our community or in our department, many of the projects that we do take multiple, multiple years. And board members had expressed the desire to stay on the board for longer so that they had the ability to see those projects come to fruition. One project that is often talked about is in 2019, there was an article in the paper, a letter to the editor requesting amenities at parks for children with disabilities and it is now 2026 and we are building an inclusive playground at Stodick Park. So multiple years it takes for these projects to come to and so board members wanted the ability to stick around a little bit longer so they could see those.

Chairman Gardner speaks:
Thank you. Any questions by the Commissioners? Okay, then we look forward to seeing this come back to us in about a month.

RESULT:	**PRESENTATION HELD.**

Chairman Gardner speaks:
And with that, it's 12:37 PM, so we'll take a one hour, I'm going to say a one hour and eight minute break. We'll return at 1:45 PM. Thank you.

A lunch break was held.

PUBLIC WORKS

12.1 For possible action. Discussion on the adoption of Ordinance 2026-1668, an ordinance amending Douglas County Code, Title 10, Chapter 10.08 (Control Devices), to establish vehicle restrictions prohibiting truck traffic on portions of Fremont Street, East Valley Road and Sunrise Pass Road, and limiting truck traffic on Buckeye Road and portions of East Valley Road. Second Reading. (Philip Ritger, Public Works Director)

Administrative Agenda Item 12.1 was heard after Administrative Agenda Item 11.1.

Chairman Gardner read the agenda item into the record.

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Phil Ritger, Public Works Director, speaks:
Commissioners, I think the title is relatively self-explanatory on this ordinance. The current ordinance lists in code specific roads that are restricted and have various control devices and restrictions on them, including truck traffic. This ordinance would add to that list the section of Fremont Street from Johnson Lane to Sandra Lane would be posted no trucks. The section of East Valley Road from Buckeye Road to Sandra Lane would also be posted no trucks. From Sunrise Pass Road it would be posted no trucks and then Buckeye Road would be posted not a truck route. And East Valley Road from Buckeye to Toler, so going south, would also be posted, not a truck route.

Chairman Gardner speaks:
Okay. Commissioners, questions from Mr. Ritger? Commissioner Rice, Vice Chairman Tolbert, wish to weigh in? Any questions?

Commissioner Rice speaks:
I'm delighted to see that finally we're able to get an ordinance in place to give some relief to our residents in that area. A lot of people think that the County had their eyes closed to the problems, which is not the case. But unfortunately, sometimes things move very slowly and this is one of those cases. But now we are there and hopefully this will resolve many of the problems. Thank you.

Chairman Gardner speaks:
Thank you, Commissioner Rice. Did you want to do it before Public Comment or after Public Comment, or did you have questions?

Commissioner Hales speaks:
There are a lot of reasons to move forward with this and there's really only one reason not to and that is if it would increase, the concern that I've received from a constituent about whether this would increase truck traffic on Johnson Lane as a net total. We've received information that there are trucks that use East Valley and Johnson Lane as an alternate instead of staying on the highway so that they can avoid going through town and to the extent that is happening, taking trucks off East Valley also takes trucks off of Johnson Lane. There's also a concern that there are some trucks that use East Valley that would otherwise be on Johnson Lane and the intent of this is not to increase trucks on Johnson Lane, but to have an have it stay relatively the same, or a slight decrease on Johnson Lane. So I asked for any data that could shed some light on what this does to trucks on Johnson Lane and Mr. Ritger and I did talk about this a little bit this morning, we actually talked about this a couple times, I think. But would you shed some light on that question?

Mr. Ritger speaks:
So the information, there is some disparity on East Valley, on northbound and southbound traffic on East Valley Road itself which would indicate that there is additional traffic on East Valley that is not strictly inherent to, in this case, sort of the mine traffic, or the traffic coming off of the mine. And there is a Commercial Zone, there's a commercial district on Johnson Lane, which anecdotally, because we see and observe this, that there is a commercial district on Johnson Lane, which those trucks do leave that Commercial Zone and instead of going to Johnson Lane as intended, or down Johnson Lane to the freeway as intended, are using East Valley as a bypass. So it would put a restriction on that or prohibit that kind of truck traffic. So it should have a net effect of reducing eastbound traffic on Johnson Lane from the Commercial Zone or from Highway 395 out to East Valley and then utilize East Valley as a bypass. So I think that's the net benefit.

Commissioner Hales speaks:
Thank you.

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Chairman Gardner speaks:
Okay, thank you. I know there's been some questions from the public in regards to enforceability of this and so I'm asking our Sheriff to weigh in on that issue.

Dan Coverley, Sheriff, speaks:
So throughout the county there are several roads that are restricted to truck traffic, so this is not unique or new in the sense, and those roads are enforced by the Sheriff's Office, just as any other traffic violation is throughout the County. And so, we will do the best we can with what we have. The biggest thing for the public to know is if you have a vehicle, it doesn't matter what the traffic violation is, whether it's speeding or reckless driving, or you think somebody's drunk or whatever it is, or there's a truck on the road and you think that they're not making a local delivery and they're passing through, then to give us a call. Get the description of the vehicle, the license plate if you can, and we'll try to catch up with them, and get them stopped, and see what they're doing. But if you don't call us, then we don't know. And when the Deputy's out there running traffic enforcement, things go pretty good and then when he leaves to do something else, speeds pick up and that. So that's just the nature of the business. But we will enforce the code just as we do on all the other roads.

Chairman Gardner speaks:
So, in my observation, Sheriff Coverly, is that initially, trucks are not going to be aware of this. So I think we'll need to perhaps patrol that area a little bit more often than we normally do.

Sheriff Coverley speaks:
So once the ordinance, if the ordinance is passed, then we'll do some public outreach through our social media and the newspaper, website and stuff, explaining the new restrictions or rules on the road. And then I'll have some Deputies out there and our traffic unit working that section of the road, and we'll go from there. Traffic is an issue everywhere in Douglas County, as I'm sure we are all aware, right, so East Valley and Fremont are no exception, and Johnson Lane are no exception. And when we get a high volume of complaints, then we send the guys out, and we use traffic trailers, and overtime, and whatever we can do to mitigate it. But there is a limit to what I'm able to do or what we're able to do, but that's how we're doing it. So that's what we'll do in this and hopefully, it will help. It won't solve all of it, I wish it did, but it just won't. So we'll do the best we can.

Chairman Gardner speaks:
Well yes and I think I appreciate that fact. It seems like even though the Riverview, Centerville, Dresslerville, whatever you want to call it, that section between Highway 395 in South County over to 88, we have at least one abuser of that non-truck route on an annual basis and have a dumping of hay. So you can't solve all of it, but we appreciate your stepping up and helping us out with this issue as we go forward should this pass. It hasn't been passed yet. So with that, if the Commissioners have nothing else to ask or share, then we'll go to Public Comment on this item. Our County Recorder is involved in the…

PUBLIC COMMENT

Shawnyne Garren speaks:
Good morning, Chairman Gardner, Members of the Commission. Not speaking in any official capacity, rather speaking as a resident of East Valley today. I am happy to see this ordinance come forward. It's amazing how loud those trucks are, how much that sound carries. And I know that this has been a long discussed item and so I'm happy to see it come forward. I know that the next ordinance addresses the speed. I would say by and large, my experience being a resident of East Valley is that the large commercial trucks are the ones that go flying down that road and so I do think that these go hand in hand and I appreciate your efforts. Recognizing that hopefully the residents out there will be patient and allow a

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period of adaptation too because certainly there will be some trucks that still end up out there. But over time, hopefully it will serve its intended purpose. So thank you.

Chairman Gardner speaks:
Thank you.

Linda Kozak speaks:
I appreciate this effort today. And I thank Commissioners Hales and Gardner for bringing this forward and enduring all the comments that you have received over time. East Valley Road needs this ordinance there, it is falling apart. It is not a constructed road like other roads in the county, it is grindings on dirt, it has no drainage. So every time a truck, whether it be a gravel truck, or a Tesla truck, or a semi truck, goes up and down East Valley Road, it is pushing those grindings around and therefore, we have now got a washboard road. And it is falling apart on the sides, Fremont and East Valley. So I think getting the trucks off will serve the residents and the County well and will go to help preserve that road. I have one concern and that is where is the Buckeye traffic going to go? So back to using East Valley for a bypass, this will definitely help Johnson Lane and East Valley because the trucks will no longer use it for a, be able to use it for a bypass. So it will, this has been covered, but it will help to keep traffic off of Johnson Lane as well as East Valley. Thank you. Thank you for bringing this forward.

Chairman Gardner speaks:
Thank you, Ms. Kozak.

Kim Mileo speaks:
Hi. I live on the corner of Golconda and Fremont and there's been a couple of really bad days in my life. One was when you guys paved East Valley Road. I've lived there for 33 years, I really enjoyed when it was a dirt road because nobody used it. That was a bad day because that became a bypass for a lot of trucks. I mean, not just our gravel trucks that have happened, now we have FedEx semis, we have UPS semis, the Tesla semis, moving vans, everybody. They look at their GPS and say, oh, I can, I don't have to go through town, I'm just going to go through Fremont to, you know, Johnson Lane, Fremont, East Valley, I don't have to go through town. That was a bad day. The other bad day was when the Painted Rock Mine went through. We fought it for five years and we understand that it's, you know, it was a situation that the County really couldn't help us with. I really didn't think I'd be affected. Well, the day it went through, all of a sudden, I realized that the trucks, the gravel trucks were going to use Fremont. I'm right on Fremont, my horses live on Fremont. And I don't know how many of you guys have drove down Fremont, there are many horses that are right on that road. I don't know if you know much about horses, but big, loud trucks affect their lives daily. I'm out there holding a horse being shod and these trucks go by. I counted one day and it was a busy day, I'm sure things were going on with the new Courthouse, but every minute, north and south there was a gravel truck going by. And some of them, yes, some of them go the speed limit. I'm going to say, Knox usually pretty good about it, he makes sure his guys go the speed limit, but those other guys don't care. So those are bad days in my life. I really want our neighborhood back, I'm praying that you guys all vote for this because we couldn't do anything about the mine. I understand that I know some of you really, really tried. We didn't think that those trucks would go down Fremont and East Valley, but here they are. And they don't follow anything that the agreement says, you know, they just do their own thing. But I'm praying that you guys make a good day today, not a bad, not my third or fourth bad day. Thank you so much.

Chairman Gardner speaks:
Thank you.

Ernie Moyano speaks:
I'm back. I just want to say it isn't even a comment, it's a question, I think…

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Amber Lane, Deputy Clerk, speaks:
Excuse me, can you please state your name for the record again?

Mr. Moyano speaks:
I'm sorry, say that again.

Ms. Lane speaks:
I need your name again.

Mr. Moyano speaks:
Oh, my name?

Ms. Lane speaks:
Yeah.

Mr. Moyano speaks:
Ernie Moyano. Should I sign again? No, okay. Just a question being local delivery, this is directed at you, Sheriff. When we ended up with this agreement that we had with Knox, it was local delivery in these zones only. And then it became oh, no, local delivery is Douglas County. So anywhere in the county was considered local delivery, that's what I was told by somebody here, okay. So my question is, we know there's something coming on Buckeye and Muller, 2,500 of them exactly. They're going to need millions of yards of fill because that's a flood zone, correct? So is that a local delivery, and will those trucks be going down East Valley Road and up Buckeye to make that delivery? I just want, I'm not saying they shouldn't because if it's legal, it's legal. But I'm just curious to that.

Chairman Gardner speaks:
This is not a time for exchange between questions and answers. So you have your…

Mr. Moyano speaks:
You understand my question though?

Chairman Gardner speaks:
Yes, we do understand your question.

Mr. Moyano speaks:
Just so you have it in mind what we're looking at to get all the detail again. Thank you.

Chairman Gardner speaks:
Understood, yeah.

Peter Mileo speaks:
Good morning. I live with my wife, Kim, on the corner of Golconda and Fremont and I agree with everything my wife said. And in addition, it is the, it has become the bypass for this county, Fremont through East Valley. And we've witnessed the Teslas and even before that, going back, I know that we're going to be, you're going to be discussing an ordinance about speed limits, which is a big bone of contention with me. Because I've been living there for 33 years, and watched the speeding, and watched dogs get hit, and horses get spooked, and people just taking off. And I just feel that at one point we had, they wanted to make 45 go almost to Johnson Lane, and then there was going to be a drop off to 35 to 25. And there's so many homes there that are 50 feet off the houses, or 50 feet off the road and I hope that you would at least maintain that. And I think that where the, just prior to the curve that goes to Eldon, I think that the 35 mile an hour should continue all the way to Eldon. That curve is pretty gruesome,

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especially for a truck that's carrying all that weight. And I think you should at least, if you don't extend it all the way to Buckeye, at least to Eldon, it should be 35. Thank you.

Chairman Gardner speaks:
Thank you. Additional Public Comment?

Ron Conway speaks:
From Protect Johnson Lane. It is greatly appreciated, it is greatly, I can't thank you enough. This ordinance will eliminate the trucks on, it'll save the road for one, which we pay for to fix and repair. It's not going to make it better, but it's going to keep it from getting worse. And I know we have no money to fix it, so at least let's keep it from getting worse. I completely agree, there's not a lot that's going to change on Johnson Lane, but there will be some. I'm going to give it a ten to 20 percent change of the trucks on Johnson Lane. I see them, I drive that road every day, they're not going to have to come up. One suggestion maybe to help the Sheriff is ask Starbucks to hand out a letter at their dock saying these roads are not accessible. I noticed they drive behind the Airport on that 13 ton limit constantly, maybe that'll help. Because I don't want to see, if they don't know, they don't know what they don't know until they get a ticket, it's that simple. I want to commend the Sheriff and appreciate his commitment to enforcing this, it means a lot to the public. And I appreciate the fact that they're going to try and get the message out to the trucks because what the trucks don't know, they don't know. It is greatly appreciated. And I just want to let the folks on Johnson know that, yeah, it's not going to fix everything, but it is going to help. Because those empty vans bounce up and down on the cracked roads, which the County has been trying to fix and they fix for a while, and then they spread open and all that good stuff. But it's not going to be as bad, it's still going to be bad, but not as bad. Thank you.

Chairman Gardner speaks:
Thank you.

Jan Heaton speaks:
I'm not going to give my address because we had somebody come on our property and turn our well on, and ran all night. So I don't think we need to tell anybody where we live in the future because I spoke at the stupid flood water thing. So anyway, I need a couple of things; I need it passed, but I need some clarifications. I need to know that I can get Cinderlite triple load of DG to my house because I do live off of East Valley. So if they're totally restricted, how am I going to get a local delivery? That's my only concern. I want this road no trucks, I need a weight limit on it. That little teeny sign on the new Muller joke, is a joke because there was a pickup truck, a big dually pickup truck with a huge water tank behind it. And my husband was in the car and he goes, that guy's overweight for this road. So there needs to be a weight on the sign and the sign needs to be bigger. And I don't care what the speed limit is, but 35 miles an hour is high enough for a residential neighborhood. East Valley and Fremont are residential neighborhoods, they're not commercial. They're not due for high traffic, it's a grinding road most of the way. More than 33 years ago when I moved here and had my house built, the Master Plan said East Valley was to be a scenic bypass. There's nothing scenic about triples, and doubles, and dump trucks, and tractor trailers, and you name it on that road. So please, please pass this ordinance. And it needs, we need signage, we need more signage. And we need the Sheriff to come out once in a while because I can't tell you how many times a week when I do have to travel Fremont and East Valley, I am passed over the double line because somebody is in such a big hurry. Yesterday, a little guy, some guy on a scooter, I'm going 40 miles an hour, I've just come off of Buckeye. And this kid, I don't know if it was male or female, but rode on the shoulder in the bike lane and he had to be going 60 miles an hour. So the speed limit on East Valley, it does need to be patrolled. If you give a ticket every day, at least it'll help our revenue because the speed is atrocious. So please pass this.

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Chairman Gardner speaks:
Thank you. Do we have additional Public Comment on Item 12.1?

Charles Heffernan speaks:
Good morning. I live right on Johnson Lane. And I appreciate the Public Works Director's comments regarding the fact that this will reduce the overall semis and things like that, I hope that's true. But I'm in favor of this, strongly in favor of this. And the main thing is, I feel so bad for the people that live right on Fremont and having all those trucks, and they, there are a lot of trucks that go there, turn and go down Fremont, calling it a local delivery. Anyway, strongly in favor of this. I hope it will reduce, just reducing the semis is going to be a big help for me. I would also suggest that that possibly put a sign. There is a sign right before Henning that says southbound traffic use Fremont. And so it's a, I call it an informational sign because otherwise, you get people turning on Henning, which is where my street. And then you get semis that are trying to back up because they realize that that's not the way to go south on. Possibly a sign similar to that down near Vicky that says Fremont, no trucks on Fremont or something like that. That would help the trucks so they're not turning around right in front of, right at the end of Johnson when they get down and see the no trucks sign on Fremont. So strongly in favor of this, appreciate you bringing this forward. And thanks very much.

Chairman Gardner speaks:
Thank you. Additional Public Comment on 12.1? Okay, seeing no additional Public Comment, I'll bring it back to the Board. And at this time, are there any additional questions concerns? I do know that we probably need to address that question. We are experiencing, as I travel Fremont and East Valley, we are seeing an uptick, I would say, of residential building in that area. I know that the section of the Grandview Estates is not built out, but we're also seeing a number of residents that are building right on Fremont. So those residents as they build are going to need the necessary, whatever fill they may need, they are going to need building materials and they're going to have the need to acquire those. And so we're not trying to prevent those residents that are in the building process of building their property, they have the right to do so. So that's a local delivery issue and this will not prohibit that local delivery as I understand it. So that's my take on that, but other Commissioners, you wish to… Oh, Ms. Davidson.

Jenifer Davidson, County Manager, speaks:
Thank you, Mr. Chairman, Members of the Commission. Your understanding is correct; Chapter 10.08.050 of Douglas County Code includes a definition for local deliveries. This ordinance would allow for local deliveries to be made off of East Valley to serve the neighborhood. Local deliveries is defined in Douglas County Code as trucks that would be traveling upon the restricted highway or street to deliver goods or services to a residence or business which can only be accessed by the vehicle traveling upon the restricted highway or street. Meaning, they have no other choice but to use that restricted road to make that local delivery. And that is how this code would be interpreted and enforced.

Chairman Gardner speaks:
Okay.

Commissioner Hales speaks:
I just want to mention, Ms. Heaton, I don't know where you went, but that answers your questions. They can still bring your Cinderlite to your home.

Vice Chairman Tolbert speaks:
Can I ask a question?

Chairman Gardner speaks:
Go ahead, Vice Chairman Tolbert.

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Vice Chairman Tolbert speaks:
That does bring up a very good question about the deliveries out to the new development, though, because given the other roads out there may be no truck routes also, if there's only two accesses to that development and they're both no truck, how do you decide which one that would end up being used?

Mr. Ritger speaks:
Yeah, are you referencing like the Buckeye Farms off of Buckeye Road? Okay.

Vice Chairman Tolbert speaks:
Yes, exactly because that was the big question because they're going to need a lot of fill there. So how do...?

Mr. Ritger speaks:
Okay, the language in this ordinance and the reason Buckeye Road would be listed as not a truck route as opposed to no trucks, is that becomes an informational sign that basically, once you're on Buckeye Road, unless you're doing a delivery along that road, it's not an access point to another truck route or to an area that is considered a truck route. It doesn't restrict trucks on Buckeye, it's informational that to try and keep people from getting to that intersection of East Valley and Buckeye, where in theory, they have no place to, there is no northbound traffic allowed. That's the reason for it. As Jenifer read the code, local delivery doesn't, it's not defined as the quickest route to a place you're trying to get to, it is if it's the only way to that place. So in theory, in principle, the Buckeye Farms development would be accessed from 395 and Buckeye Road as the acceptable route. Coming down East Valley would not be considered a local delivery because they have access from another road.

Chairman Gardner speaks:
Thank you.

Vice Chairman Tolbert speaks:
Thank you.

Chairman Gardner speaks:
Okay. Commissioner Rice, did you have anything you wish to ask?

Commissioner Rice speaks:
I do not, thank you.

Chairman Gardner speaks:
Okay. Commissioner Hales, you had…

Commissioner Hales speaks:
I'm ready with a motion.

Chairman Gardner speaks:
Oh.

Commissioner Hales speaks:
Are you?

Chairman Gardner speaks:
I'm ready for a motion.

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Commissioner Hales speaks:
I move that we adopt Ordinance 2026-1668 as presented.

Commissioner Tarkanian speaks:
Second.

Chairman Gardner speaks:
Okay. Motion by Commissioner Hales, seconded by Commissioner Tarkanian to adopt Ordinance 2026-1668 as presented. Sensing no further discussion, all those in favor signify by saying aye. The motion passes 5-0. Thank you very much. There you go, folks.

MOTION TO: Adopt Ordinance 2026-1668, an ordinance amending Douglas County Code, Title 10, Chapter 10.08 Control Devices to establish vehicle restrictions prohibiting truck traffic on portions of Fremont Street, East Valley Road, and Sunrise Road and limiting truck traffic on Buckeye Road and portions of East Valley Road; carried.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Sharla Hales, Commissioner
SECONDER:	Danny Tarkanian, Commissioner
AYES:	Sharla Hales, Mark Gardner, Danny Tarkanian, Nathan E Tolbert, Wesley Rice

Chairman Gardner speaks:
Okay, we're going to take a five minute, it's 11:10 AM, we're going to take a five minute break. Thank you.

A break was held.

Chairman Gardner speaks:
I want to bring this back to order if we can please. Excuse me, if you'd all return to your seats please, I'd appreciate it. We have a number of items I'd like to get done before 12:00 PM. Thank you. I would indicate I'm going to try to get through 12.2, 11.2, 11.3, and maybe 11.4 before lunch. If you're here for 13.1 regarding the fire ordinance, I'm not planning on hearing that until after we take a lunch break.

12.2 For possible action. Discussion on the adoption of Ordinance 2026-1669, an ordinance amending Douglas County Code, Title 10, Chapter 10.16 (Speed), to establish vehicle speed restrictions on portions of Fremont Street and East Valley Road. Second Reading. (Philip Ritger, Public Works Director)

Chairman Gardner read the agenda item into the record.

Phil Ritger, Public Works Director, speaks:
Commissioners, thank you. This is the second ordinance related to those roads. And this ordinance would add to the existing roads that have speed restrictions on them. I apologize here. It would add to that list, or that section of the ordinance, let me just get it here. In the 35 mile an hour zone, it would add East Valley Road from Buckeye Road to Sandra Lane, so that would be coming from there north. And then from Fremont Street from Sandra to Johnson Lane would retain that in the 25 mile an hour zone. So there are portions of Fremont currently posted at 25, it's not in code. So this would codify that and put it into code and not change that in the Fremont area. Just put it in the code but then reduce the speed from the balance of that road down from 45 in sections to the 35 mile an hour speed limit.

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Chairman Gardner speaks:
Thank you. Commissioners, questions?

Commissioner Hales speaks:
Yesterday, I think it was yesterday, a memorandum was posted on our Supplemental agenda and since it was so recently posted, I don't know how many folks were able to read it. So I wondered, Mr. Ritger, if you could maybe summarize it for the good of the people and Commissioners.

Mr. Ritger speaks:
Yeah. The memorandum that I put out was on sort of the best practices and then some additional data on this area. But best practice on how speed limits and speed controls are defined in various jurisdictions. It's controlled by the Manual Uniform of Traffic Control Devices, which is the acronym is MUTCD. You'll hear that quite often when you're dealing with any kind of traffic studies and things like that. So where it's not set statutorily, for example, statutorily, Highway 395 is set by the State and feds at a certain speed limit. But where it's not set by State or current County code, speed limits are traditionally set via a traffic study. And those traffic studies usually consider both the average daily traffic volume on a road, the speed distribution, which is known as the 85th Percentile Speed and I'll describe that a little bit more in detail. But it also looks at road geometry, the curves, the grades, lane lengths, site distance, and then it examines driveway and intersection density, so what are really considered uncontrolled access points to a road. And then when you get into more urban areas, it looks at pedestrian and bicycle activity, it looks at crash history. And as I said, it's also defined based on whether it's an urban road, a rural road, whether it's open to commercial traffic or residential only. MUTC has historically recommended what's called the 85th Percentile Speed and that is the speed at which 85 percent of the drivers are at or below under what are considered free flowing conditions. Meaning you're not in a standstill traffic or things like that. And the practice historically was based on the fact that drivers tend to adjust their speed sort of organically to what they believe is safe condition.

That historically was (*inaudible comment*) it becomes though, it has become, I think in modern times, sort of a self-fulfilling prophecy. Because if you allow the drivers to set the speed, it becomes sort of potentially uncontrolled, they feel more comfortable. Especially a road like East Valley, which is used by the residents out there, they become so familiar with that road that the speeds do tend to increase over time; not because it's necessarily safe, but because they're comfortable. In today's world, a lot of jurisdictions, including the Federal Highway Administration, are recommending that the 85th Percentile Speed is only one factor when you consider what the speed limit should be. It's not the controlling factor anymore, it's just one of the elements in establishing speed. And the other elements really do become that you look for these considerations, the obvious ones are obviously school zones and whether you've got pedestrian or bicycle activity. But more importantly, it's what kind of driveway or access points and density of those access points exist along that road. Do you have controlled or uncontrolled access? Controlled access by the way, is like, the classic example would be a freeway system where points of access are on ramps and off ramps, and nothing in between. You can have development all along that road, but there's no ability for anyone to access the road without being at a point of control. And then it also would look at whether it's being used for transit, any prior crash history and then just in general, the road design. I think from the elements related to East Valley Road, you're really looking at road design. A large portion, or a third of that road that we're talking about here is a grindings road not really set up for the traffic use that it is today. And you also got a lot of growth along the road, parcels that are being built upon that were not there a decade ago with direct driveway access onto East Valley. So those are sort of the considerations I think that you look at.

What I did include in the memo, and I'm going to bring it up on the chart here, is the speed studies that have been done that we are doing as part of the monitoring out there. By the way, this is not an official traffic study or traffic speed study, this is just the monitoring systems we have in place. But I think the

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data is informative. The average daily traffic volume, by the way, is relatively consistent month over month. We've got four months worth of data here, it's presented by month. But we're dealing with average daily trips around 2,000 to 2,100 vehicles, that's in both directions, both north and south. The vast majority of that is the vehicles less than 25 feet long, which are the motorcycles, passenger cars, and light trucks. So the vast majority of the traffic there is residential in nature, but not all of it is. What is interesting from the speed study standpoint and this again, we can do it by month here, but the average speed, and by the way, the point where we're monitoring right now is just south of Sunrise Pass Road in current 35 mile an hour zone area. Whether it be the passenger vehicles, the truck traffic and then the heavy trucks, the average speed is at or slightly above the posted speed limit of 35 for all classes of vehicles. It does decrease consistently on a month to month basis, it does decrease with vehicle size. The larger the vehicles are, their average speed is lower. And that also is within the 85 percentile. So when you look at the 85 percentile, that's the blue line here, the smaller vehicles or the single truck, or light trucks or trailers, ten wheelers single truck systems. Their 85th percentile data would suggest they're in the 44 miles per hour or less, or in that general 44 mile an hour range. And then when you get up to the heavier trucks, they drop to 40 miles per hour.

And that is consistent in this memo you'll see, I'll just show it for each of the months. Again, in the month of February, the passenger vehicles, light trucks were at the 44. The middle category is 43 and the lower category was 39. And I'm rounding these numbers off. Same thing for March, you're in the 44 down to 40 range and in April, you're again, 44 on the high end for the 85th percentile down to around 37 when you get to the heavy trucks. So the data does indicate, by the way, that the larger trucks are probably more compliant. You do have outliers, by the way, in the data, you'll see the maximum speeds. You do have outliers in any data because there will be some speeders, but the 85th percentile would suggest that the heavy truck traffic is reasonably compliant, at least. And I don't want to say this, but the colloquial, it's okay to be five miles over is probably being practiced out there as it is almost on any road in Douglas County, probably. But anyway, that's the data in terms of what we're looking at, at current traffic speeds. In 2025, just so you know, we were doing some traffic monitoring further down south on East Valley Road and that was in a 45 mile an hour zone. And this similar type of data exists for that. The average speeds in a 45 mile an hour zone in the current 45 mile an hour zone of East Valley, at least in 2025, indicated that the average speeds in all, and this is just across the board, it wasn't done by category, but by vehicle type. But the average speed was approximately five miles over the posted speed limit. So the 45, the average was about 50 and the 85th percentile in that zone was roughly ten miles over, so in the 54 to 55 range. So for what it's worth, the vast majority of people will be traveling at least five to ten miles over the posted speed limit in general, whatever you decide.

Chairman Gardner speaks:
Okay. Vice Chairman Tolbert, you still with us or are you on a plane? Commissioner Rice…

Vice Chairman Tolbert speaks:
I am still with you.

Chairman Gardner speaks:
Pardon me?

Vice Chairman Tolbert speaks:
I'm still with you.

Chairman Gardner speaks:
Okay, did you have any questions of Mr. Ritger?

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Vice Chairman Tolbert speaks:
No. I appreciate seeing the data, that is helpful. And I'll just wait to make my comments until after Public Comment to see if anything's changed from the outreach I've done to date.

Chairman Gardner speaks:
Thank you. Commissioner Rice, anything to ask?

Commissioner Rice speaks:
I do not, it sounds very familiar. It's what we used to do in Pasadena when people would get upset with us for not monitoring the speed. It was amazing, we would put a black and white out, and they said thank you for the increasing patrol. And we would have the same number of cars, but with a different color, and nobody noticed them. So it's a lot of perception, but I think that we're on the right track.

Chairman Gardner speaks:
Thank you. If that's the case, then I don't have any questions. I also appreciate the data because it needs to be a data driven action, I believe.

Commissioner Hales speaks:
I'm sorry, I thought of one question. Some people have said if you set a speed limit too slow, it becomes dangerous because drivers will get frustrated and pass where they should not pass. Is that a consideration here in your professional opinion?

Mr. Ritger speaks:
That is the tradition, I wouldn't say it's necessarily the case but I think that was the logic or the rationale behind when MUTCD set or decided that the 85th percentile was the speed limit, or how you decide on what the speed limit is. It becomes sort of what are people comfortable with and what are drivers capable of, assuming there's zero, there's no crash data or anything else. So you're kind of setting the speed to a point that allows traffic to flow unless there's some other mitigating factors. And in this case, and again, in the areas around the county where we, and there's numerous areas in the county where we have posted 35 mile an hour speed limits. It is typically where you've got driveways or other areas where residents or other people are trying to access the road and they need a slower condition for that reason, not because the road by itself couldn't handle higher speeds. It's to then accommodate those other types of conflicts.

Commissioner Hales speaks:
And then one more question; a constituent asked whether we could lower the speed limit for trucks but not cars.

Mr. Ritger speaks:
Yeah, that's a really good question. It has one huge unintended consequence and if we had the ability to widen the road and build passing lanes, then we could do what the Federal Highway System does and that is limit truck traffic to a certain speed. But the issue on a two lane road like that is, without passing lanes would confound your first question which is frustration of drivers who would have the ability to go 45, but be behind a truck at 35 and now be frustrated. So I think that would confound that issue of wanting people to pass in double yellow lines or double areas.

Chairman Gardner speaks:
Thank you. Any other additional questions before we go to Public Comment? Okay…

Vice Chairman Tolbert speaks:
Mr. Chairman, I have one. Is there any record of like increased accidents or influence on public safety recently that could contribute to this request to lower the speed limit?

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Mr. Ritger speaks:
Not that I'm aware of today in terms of any crash data or anything along that road. I don't know if the Sheriff has any, if there's anything that would not be reported. I do know there's been construction along that road of residential properties and that's probably the only thing that's really increased out there in terms of that conflict.

Dan Coverley, Sheriff, speaks:
So we haven't seen an increase or a problem with accidents on Fremont in East Valley. We do have accidents. We've had one fatal accident, but the gentleman that was killed was lying in the road at night, so that's a bad scenario. We've had some single vehicle accidents that have damaged property and stuff. Those were almost all alcohol related incidents, so you're dealing with impairment. But we haven't, the condition of the road or the environment of the road hasn't contributed significantly, in my opinion, to an inordinate amount of accidents or a safety thing. I think I'm in support of lowering the speed limit along there. I commute on that route daily from where I live to the office and so I'm very familiar with that road. I have made traffic stops, I've arrested people for driving like idiots and doing stuff that they shouldn't. And so I'm there seeing it and I understand. I think that some of the comments in the last thing with the people that have lived there for 30 years and stuff, I totally get where they're coming from. The volume of traffic has increased everywhere in the county and so Fremont and East Valley is no different. The condition of the road isn't great and if it's ever fixed, or widened, or improved greatly, then you may have to relook at what the speed limit is. But I think access to the road, as Mr. Ritger has mentioned, is a great point and that is going to increase as you see development out there. It's not a dense development on most of East Valley, those are large lots and stuff, but they still have access. The other thing that we'll get occasionally out there are wild horses. They do come down, and depending on the water access and drought or things, we'll see them along the road there, so that happens. Hitting a horse with your car is a bad day, so I think this is good and I think it will help. And the vast majority, and I'll end with this, most people do what they're supposed to do, most people go near the speed limit. The only ones we remember are the ones that don't because it makes you mad, right. If you're getting passed on the double yellow or run off, whatever, somebody's doing something that's unsafe and it's around you, that irritates you, right? But the mass majority of us are driving good, but you don't remember them. So I think that, and the study shows that, Mr. Ritger showed it. So I think this is a good ordinance, I think it will help and ease some pressure. And combined with the other ordinance, I think we're on the right track.

Chairman Gardner speaks:
Thank you. When I looked at this ordinance, I really had two goals. And as our residents have expressed more and more concerns about East Valley and Fremont, I have been doing a more routine pass through of that. When I'm going up to North County, I kind of take an opportunity to use that when I have the time to do so just to experience that process. And so I loved seeing the data because I think that was very important. I looked at it from two aspects, really, safety of the amount of residential construction we're seeing out there right now and driveways that are going directly onto East Valley. And that's a concern of mine that somebody is going to be looking in the wrong direction and get T-boned in either direction coming off of their personal property or being rear ended as they try to slow down and enter into their personal property. So the big thing is safety. I think I also recognized this as a possible impediment and control device for reducing the amount of truck traffic we see on East Valley and Fremont. In that I think what happened is when we had NDOT come through and put $15 million into the repair of 395 between Waterloo and the north end of Gardnerville, I think we saw more trucks looking for other methods going north or south of getting through town. And when you look at your GPS and it says that East Valley, Fremont is 45 and 35 miles an hour and then down to 25, I think a lot of trucks saw that as a possible bypass around that construction that took place. And I don't know that they altered any driving experiences since that road has been back open completely. So if we reduce the speed limit on there, then trucks will pick it up in their GPS and will understand that it's really not going to be any faster for them to make that diversion to go out to that road, rather than just coming through town at 25, 30 miles an hour.

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We all probably travel that, honestly, at about 30 miles an hour. So I could go either way on this, depending upon what my other Commissioners say. I appreciate, once again, the data that shows that maybe this isn't a critical item to do right now. But I appreciate what Sheriff Coverley said also in regards to the safety aspects. And my Public Comment that I've gotten, emails and personal, it's been a mixed bag, it's really been a mixed bag. Some are in favor of it, some are against it, even residents that are out there. So I'm anxious to hear what the rest of my Commissioners say on this. We do need to go to Public Comment, so if there's no other questions of Mr. Ritger, then we could go to Public Comment. And then we'll bring it back to the Board and see if there's any possible action on this. Public Comment is now open for 12.2.

PUBLIC COMMENT

Ron Conway speaks:
Johnson Lane. I'm 100 percent in favor of the slower speed limit. I did some calculations, I believe this section from Sandra to Buckeye is approximately 3.1 miles. Time difference between 45 and 35, one minute. If you can't afford one minute in your day to not get into an accident, you need to evaluate what's going on. The distance that you would travel in that one minute is 3,000, 3,200 feet. We're not talking about miles on a freeway, we're not talking about hours on the freeway, in which 75 and 65 makes a whole lot of difference. Ten miles in an hour, that's a lot, 3,000 feet in a minute. The amount of homes now being built, being discussed, Grandview Estates, 6,600 home sites. 66, not 6,600, sorry. 66 home sites. It's sold out, they're not all built, but it's sold out so they will be built. The west side, all those parcels are sold out and they're actively building homes. Now if you look at the driveways on those sides, some of those folks aren't putting their driveway, their gates, everybody's got a gate, but they're not putting it far enough off the road. If they come in, little cattle ranch out there now, if he comes in with a trailer, that trailer is going to be sticking in the road. The stopping distance is important between 35 and 45, especially at night, especially on a wet road, especially on a grindings road. That road is beat up really, really bad. I understand everybody wanting to get where they need to get to and we're not going to, it's not going to stop the folks from tailgating. It's not going to stop the folks from crossing the double yellow line and doing 60 miles an hour. And we can't afford to have somebody sitting out there doing traffic control 24/7, that's all understandable. You got to live with it. But it's going to take those extra people that are using it for a bypass because now it's not faster. And it's going to help those folks building those homes out there because now they don't have to worry about their kid putting a garbage can out to the street getting hit or the school bus routes. I don't, I'm going to mention it, I don't know if there's a school bus route or a school bus stop on that or not. But the difference between 45 and 35 in stopping is 60, 70, 100 feet. Thank you.

Chairman Gardner speaks:
Thank you, Mr. Conway.

Jan Heaton speaks:
I guess it's almost afternoon. Fremont, 25 miles an hour should be all the way down Fremont, past East Valley, past Kathleen. You're going through that dip and people are going 45, you can't get out of the street if you live on Kathleen, you can't see the cars coming down the hill. And the ones coming from the north going south are going like a bat out of Hades, so the speed limit 25 is reasonable to be past Kathleen. Going up the little grade 35, they're going to be going 30 anyway when they go past Kathleen to get to the top of the hill, they're going to be going 35, 45. So 45 doesn't need to be 45 anymore it should go down to 35, especially like everybody's saying, all the new construction. And between Sandra Lane and Kathleen, you've got that turn. You go from 35. Why do you have to stop and go from 25 off of Johnson Lane and then 35, and then bang go, you're at 45. That's crazy, this is residential neighborhoods. All residential neighborhoods around other places are 25. So if your speed limit is 25, everybody's going 30. The crazy ones are going 45. But reasonable is reasonable, you've got cars coming on to East Valley, we have to make it safe. There are busses that use East Valley and Fremont, and they do stop, and their lights

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are flashing. And in some areas past Buckeye when the school bus is at the turn right there at Borda, you can hardly see the lights when you're going south. So we have school busses, we have people taking their kids to school, we need to reduce the speed limit from 35 where it's 45, please. Thank you for your time.

Chairman Gardner speaks:
Thank you.

Linda Kozak speaks:
It appears that East Valley is really needy today. So I'm in support of the 35 mile an hour speed limit. Right now at 45, you get passed on the double yellow, they're not satisfied to go the 45. I think maybe slowing it down to 35, they're still going to go 40, still going to get passed. So I think no matter what the speed limit is, people are going to pass you, they're just in a hurry. I think people need to slow down and smell the flowers, just, you know, be safe. There's now four properties being developed across the street from me and one on that same side of the street down by Don Bently's house. And there's two across the East Valley on the east side of East Valley. There's a lot of new residential coming in out there, so I think a slower speed limit is in order. Thank you.

Chairman Gardner speaks:
Thank you.

Jason Herlong speaks:
Good afternoon, Commissioners. I appreciate the… I live off the East Valley freeway. I appreciate the Commissioners looking at speed, and safety, and the truck routes, and all that. I can tell you that signage will not help, people drive as fast as they want and that's true in any freeway or town situation. I live on the other side of East Valley where there are 25 speed zones and people come off the hill, so between Jo Lane and Pine Nut, it goes from 45 off the hill where people are going 60 and they do not slow down until they hit the dip. So I'm in a 25 and I got people going 60 and it's 85 percent of people. So the only way to fix it is enforcement. I call once a month to the Sheriff's Office and they say thanks very much and don't do anything. And I get it, they don't have enough guys to cover the county. So enforcement is the only way to fix it, but it's a difficult issue. And if you just spend an hour outside my yard, you'll see that the traffic is absolutely ridiculous on the south end. And it's bad in the middle and it's bad on the other end too. So if we can get a little more enforcement, that'd be great. Thank you.

Chairman Gardner speaks:
Thank you. Additional Public Comment on 12.2? Seeing no additional Public Comment, I'm going to bring it back to the Board. Is there any additional comments, questions by the Board or are we ready for a motion one way or the other? You have a motion, okay, go ahead and make your motion.

Commissioner Tarkanian speaks:
I will make a motion to adopt Ordinance 2026-1669 as presented.

Chairman Gardner speaks:
Do I have a second?

Commissioner Rice speaks:
I'll second.

Chairman Gardner speaks:
Okay, we have a motion by Commissioner Tarkanian, seconded by Commissioner Rice to adopt Ordinance 2026-1669 as presented.

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Vice Chairman Tolbert speaks:
Mr. Chair?

Chairman Gardner speaks:
Yes.

Vice Chairman Tolbert speaks:
I'd just like to weigh in with my comments now. Listening to the Public Comment and adding in what I've heard from, I've reached out to several residents who live along East Valley in that section that we're talking about reducing. And there's other things that come into this because this is like having a step in front of your house, the people that visit it once in a while have to go up that step but you living there go across that step every day. And so for the people I've reached out to, it was nine out of the ten people that I reached out to were not interested in reducing the rate and the speed limit in their area that they're going to have to be affected on daily. Now that also balances out with the Kozaks, now that would make it nine out of 11. So I'm just wanting to make sure we hear the people that are actually going to be affected by this the most. Yes, it could possibly reduce the number of people who are driving that road, but I'm not sure if we're really considering the impact on the people on the daily. So I just want to make sure that that's something that's brought up and actually given consideration, that you will be adding a minute a day to those people every day, twice a day at a minimum. So I hear what Mr. Conway saying, but I also want to give consideration to the people that are going to be affected on a bigger basis by this. Because the few that I've talked to, most were very adamant against reducing the rate and those that were not were just kind of okay, I think might be a good idea. More like apathy than having a strong opinion. So that's kind of where I'm still debating before we take this vote. So I don't know if anybody else wants to weigh in on that idea, but that's something I just wanted to make sure we did take consideration of.

Chairman Gardner speaks:
Thank you, Vice Chairman Tolbert. Commissioner Hales, we're in the middle of a motion, so you're...?

Commissioner Hales speaks:
I agree with the comments Vice Chairman Tolbert has made because I have had a number of residents reach out to me and say don't lower the speed limit. I feel to some extent that we made good progress in solving most of the problem by eliminating trucks. And perhaps we should have done that and then waited six months and see how it goes. But here we had both of these in front of us. I do hear that there will be more homes on East Valley being built, but I have heard from a number of residents don't slow it down until you have to. And I do get concerned about drivers getting frustrated and passing and that creates danger. That said, I do think there's problems with the curve and so it makes some sense to me to slow it down through Eldon Way. But on the balance, I've heard more people say no than yes on this speed limit change. So I hear the concerns here, but I'm kind of mixed on this one.

Commissioner Tarkanian speaks:
So I'm going to just weigh in. I didn't make a comment when we did this because I thought it was pretty self evident what's going on. One minute for safety for all those homeowners that are there, now I've had I think one person said, you Board of Commissioners are idiots to even think about reducing it. Okay, so he's a little bit belligerent, one person, but let's say there was more than one and you've had a lot more, it's only the people that you've talked to, the small numbers of them. You have to use common sense. There are a lot of homes out there and I know they're a little bit further off the road, but there's a lot of homes that you're trying to protect the safety for those people and the noise for those people. And it's going to cost them one minute a day or let's say two minutes going back and forth. This was not a hard motion for me, I'm going to stick with it no matter what other Board Members think.

UNAPPROVED

Chairman Gardner speaks:
Okay. So with that, I'll call for the vote. All those in favor signify by saying aye. Those opposed?

Vice Chairman Tolbert speaks:
Nay.

Commissioner Hales speaks:
Nay.

Chairman Gardner speaks:
Okay, so we have three votes in favor of it and two votes nay. So the motion passes 3-2. And thank you very much, there we go. And before we move on, I appreciate the comments of Vice Chairman Tolbert and Commissioner Hales and I did take their concerns into consideration. Basically, I looked at it as it came down to me and I accept that. And I guess the reason I did this, and you're saying, Commissioner Hales, that this issue may be needed to be addressed in six months, well, if it's in six months, then perhaps we have the motion before us now, let's go ahead and go forward with it because I really don't see this as being harmful to our community, but a greater benefit.

Commissioner Hales speaks:
Sure. Yes, I get it.

Chairman Gardner speaks:
Okay, very good.

Vice Chairman Tolbert speaks:
I also hear you and since this is the will of the Board, this is the way we're going. So I'm behind it because that's the way we're moving. So thank you.

MOTION TO: Adopt Ordinance 2026-1669, an ordinance amending Douglas County Code, Title 10, Chapter 10.16 (Speed), to establish vehicle speed restrictions on portions of Fremont Street and East Valley Road; carried.

RESULT:	**ADOPTED**
MOVER:	Danny Tarkanian, Commissioner
SECONDER:	Wesley Rice, Commissioner
AYES:	Wesley Rice, Mark Gardner, Danny Tarkanian
NAYES:	Sharla Hales, Nathan E Tolbert

COMMUNITY DEVELOPMENT

13.1 For possible action. Discussion to adopt Ordinance 2026-1667 amending Title 20 of the Douglas County Code, Appendix B1 - East Fork Fire Protection District Amendments to the IFC and WUI Codes, and Appendix B2 - Tahoe Douglas Fire Protection District Amendments to the IFC and WUI Codes, by adopting district-specific amendments applicable to the recently adopted 2024 International Fire Code (IFC) and 2024 International Wildland-Urban Interface Code (WUI). Second Reading. (Tim Davis, Building Official and Tom Dallaire, Community Development Director)

Administrative Agenda Item 13.1 was heard after the lunch break.

Chairman Gardner read the agenda item into the record.

UNAPPROVED

Chairman Gardner speaks:
They are joined by, I'm not sure what your title is, Ms. Amy Ray, with the Fire Department. Deputy Chief? Oh, okay. Good. There you go. It's all yours.

Tim Davis, Building Official, speaks:
Thank you, fellow Commissioners. We are bringing forward today both B1 and B2, which are amendments to the International Fire Code and the Wildland Urban Interface Code. These codes have already been adopted by both Fire Districts. To give you a little bit of history, obviously we brought these forward when we did the complete code adoption in December of last year and it was the Board's recommendation that we table these two so that we could better educate the public of what actually we're trying to adopt and amend. There were some specific questions that we'll address later in the presentation. And I will just say, since that time, Chief Ernst and County Manager, Ms. Davidson, did a great job putting together a round table and a presentation was done by our fire prevention team and I would say it was a fantastic job. We had a lot of participation from the outside public. We had design professionals, contractors, many of them, and then we also had a member of the Building Alliance team and so we felt like we got a lot of good information from that meeting. I thought they did a great presentation of what was, the number one concern is how to understand the new forest map, the Nevada Division of Forest Fire Hazard Map. And then we also brought forward some explanation of Appendix C, which is located in the WUI Code and that really works as an alternative means and method for the public. So it's a tool that they can use that's within code that will allow some variances, so the code is a little more flexible. But that's how we got here. We do have a little presentation for you and Deputy Chief Ray is going to go through those slides and hopefully educates us a little better on what we're trying to do today.

Chairman Gardner speaks:
Thank you. And as we go through this, we ask all of our presenters, if you don't mind, well, if you'll indulge us, we'll interrupt you during the presentation if we have questions, so thank you.

Amy Ray, East Fork Fire Protection District Deputy Chief and Fire Marshal, speaks:
Good afternoon. Per your request, and we are happy to do so, we put together a small presentation to offer a bit of explanation as to B1 and B2. We also have Acting Fire Marshal Kris Rowlett here from Tahoe Douglas Fire Protection District if you were to have any questions for him regarding the B2 appendix.

Ms. Ray began the presentation and covered the following topics:

- DOUGLAS COUNTY CODE TITLE 20 ADOPTION OF APPENDICES B1 AND B2
- NAC 477.281 Model Codes
  - The following model codes are adopted by the Nevada State Fire Marshal Division under NRS and NAC 4 77, with specific amendments.
  - Per the Interlocal Agreement between EFFPD, TDFPD, and the Nevada State Fire Marshal, EFFPD and TD FPD are required to adopt the following model codes, with amendments, within their Districts:
    - The 2024 International Fire Code
    - The 2024 International Building Code
    - The 2024 International Wildland Urban Interface Code
- What the adoption of Title 20 Appendices B 1 and B2 Means
  - By referencing the EFFPD and TDFPD Regulations in Appendix Bl and B2, respectively, it provides a one-stop shop for Douglas County community members and those in the building industry to access the amendments to the codes from both Fire Districts easily.
  - Additionally, the authority for each code lies within the enforcing agency. EFFPD is recognized as the AHJ under Title 20 in Appendix Bl, and TDFPD is recognized as the AHJ under Title 20 in Appendix B2.

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- The Map
  - 302.2 Mapping. The *wild/and-urban interface areas* shall be recorded on maps available for inspection by the public.
  - The WUI area(s) must be recorded and clearly mapped to identify wildfire risk areas. Just like the adopting ordinance for the code itself, it must be available for use and review by the public. The map will be important when a developer, owner or designer is planning a new project. If the project is within the WUI area, they need to know whether the code provisions apply.
- Determination of Risk Category
  - Nevada Division of Forestry has a map on their website that anyone can access to determine their hazard risk category. This finite and individual determination defines three categories of risk. They include:
    - Moderate
    - High
    - Extreme
  - NV Resource & Fire Portal - Basic Viewer
  - This map was updated by the Nevada Division of Forestry in 2024 and placed into effect in November of 2025. This map is used to meet the requirements of IWUIC Section 302.2 and 502.

Ms. Ray speaks:
In doing so, when we went to adopt the ’24 codes, one day we were using the map that was developed, I believe in 2010, and were consistent with that and then all of a sudden we came in one day and the map had changed. They had redone the map in 2024 and put it into effect around November of 2025. So there were some questions as to why that happened. And obviously, in the community we had, we did have requests and comments that the map wasn't very good, the last one, so they did update it; however, some of the mapping areas and risk areas had changed, so there was some concerns within the community regarding those changes.

Ms. Ray continued the presentation and covered the following topics:

- International Wildland Urban Interface Code
  - 501.2 Objective. The objective of this chapter is to establish minimum standards to locate, design and construct buildings and structures or portions thereof for the protection of life and property, to resist damage from wildfires, and to mitigate building and structure fires from spreading to wildland fuels. The minimum standards set forth in this chapter vary with the critical *fire weather*, slope and fuel type to provide increased protection, above the requirements set forth in the *International Building Code*, from the various levels of hazards.
- Construction and Material

Ms. Ray speaks:
501.2 is where we go to determine what the external construction elements are for a residence that's going to be built within the Wildland Urban Interface areas. We determine the risk based on the map and the addressing and the determination that the map gives us and that is how we go back to the Wildland Urban Interface Code. And then through the tables we put on the requirement for if it's an IR1, IR2, or IR3 for construction elements.

Ms. Ray continued the presentation and covered the following topic:

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- Construction in the wildland urban interface must meet additional fire-resistance requirements due to the fire threat. Section 503.1 and Table 503.1 are used to determine the ignition-resistance requirements.
- In Section 502, the fire hazard severity is classified based on the fuel hazard, slope and number of days with critical fire weather. In this section, the fire hazard severity determined in Section 502 is used to categorize the level of ignition resistance required.

Ms. Ray speaks:
We don't use one of the tables because it's extremely restrictive. Because of our critical fire weather days in this area, we have an excess of five critical fire weather days, so it puts us in a different category. So we chose to use the table that best represents what is needed within the districts.

Ms. Ray continued the presentation and covered the following topic:

- IWUIC 2024 Appendix C
  - This appendix may be used as an alternative to Table 502.1, Fire Hazard Severity ratings. This rating system provides another approach and considers other characteristics of the property as a scoring method to evaluate severity.
  - This scoring method is employed in the remaining sections of the form. Each category is evaluated and scored, with the resulting total being used to determine the relative hazard of Moderate, High or Extreme. The lower the sum, the less severe the hazard.
  - There are 12 review categories on the form. Each category and each property must be evaluated and scored. There could be two properties within the same subdivision with different scores.

Ms. Ray speaks:
There could be two properties within the same subdivision with different scores based on, again, the fuel loading, the slope, and where it's located. So we will offer the inspections in Appendix C. If there's any discussion or if someone would like us to do so we will evaluate that. One of the things that Chief Ernst has also allowed us to do is if we have evaluated one property in an area and the next property wishes to be evaluated, then we are allowed to do so without having to do an inspection because we've pretty much been out there already. Are there any questions for me?

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

Chairman Gardner speaks:
My question was going to be, if you say one… Let's go back one slide, if you don't mind. Okay. Each category, there could be two properties within the same subdivision, but would that be true, would that hold true of even if it's not a subdivision of two properties that are adjacent to one another, could they be rated differently from one another?

Ms. Ray speaks:
They could be rated differently from one another. Appendix C is made for subdivisions because it looks at access, streetlights, addressing, things like that, so it's built to be used in subdivisions. However, even though an area may not be deemed "subdivision," if it's got the organizational, it's got water, it's got things like that, then we are looking at it as a subdivision per se. Individual properties that are located on larger lots we aren't able to use Appendix C and a lot of instances Appendix C would have a higher rating than what they actually are rated at on the map.

Chairman Gardner speaks:
Thank you. Other Commissioners? Go ahead.

UNAPPROVED

Commissioner Hales speaks:
Not really a question so much as a comment. I really appreciate this Appendix C work that takes the NDF map and makes it more accurate for our county because that can keep costs down and have other impacts that are, getting it more accurate can really benefit our residents and I appreciate Chief Ernst's willingness to make these individual calculations so that we can get it more accurate. So I'm very pleased and grateful for your work and Ms. Davidson; I think it's very good for our county, so thank you.

Chairman Gardner speaks:
Thank you. Commissioner Rice, any questions?

Commissioner Rice speaks:
No, sir. I'm glad that it's finally back in front of us again. Thank you.

Chairman Gardner speaks:
Okay. And I believe that the only observation I'll make is we did review this late last year and really the biggest concerns we had were the mapping and the possible cost involved in developing a property because of the mapping, I think is what we were looking at. So anyways, I thank you for addressing those issues. Ms. Davidson, did you…?

Jenifer Davidson, County Manager, speaks:
Thank you, Mr. Chairman, Members of the Commission. I just wanted to take this moment to acknowledge the good work of Chief Ernst and his team. I feel very strongly that this process worked. This Board was responsive to concerns that you heard. We shared those concerns with the Fire Districts. We did some additional stakeholder outreach. We had good, good conversations focused on solving problems with the entities that our Building Official, Mr. Davis, explained and I think that is what it takes to get these things right. Moving forward, I did share with the stakeholder group that I think it's really important for the building community to stay engaged in the Fire Districts process at the Fire District level to share those concerns with the Fire board as they arise before they get to this County Commission so we can make sure that everyone is adequately addressed and heard in that venue and that it's properly vetted before a recommendation is made to this Board. And I just am very grateful to Jeff Sutich with the Building Alliance, who has indicated he would be happy to facilitate those conversations. And to the extent it's appropriate, I'm happy to participate in the future. Thank you.

Chairman Gardner speaks:
Thank you. If there's no other questions from the Board, we'll go to Public Comment. This is an actionable item. Yeah, we'll go to Public Comment on Item 13.1. Is there any Public Comment on Item 13.1?

PUBLIC COMMENT- none

Chairman Gardner speaks:
Okay, bring it back to the Board and if there's no other questions or comments, then entertain a motion.

Commissioner Hales speaks:
I move that we adopt Ordinance 2026-1667 as presented.

Commissioner Tarkanian speaks:
Second.

UNAPPROVED

Chairman Gardner speaks:
Okay. Motion by Commissioner Hales, seconded by Commissioner Tarkanian to adopt Ordinance 2026-1667 as presented. Sensing no further discussion, all those in favor signify by saying aye. Okay. So that's 4-0 and one absent. So thank you. Thank you for your presentation, appreciate your attendance here today.

MOTION TO: Adopt Ordinance 2026-1667 amending Title 20 of the Douglas County Code, Appendix B1-East Fork Fire Protection District Amendments to the IFC and WUI Codes, and Appendix B2-Tahoe Douglas Fire Protection District Amendments to the IFC and WUI Codes, by adopting district-specific amendments applicable to the recently adopted 2024 International Fire Code (IFC) and 2024 International Wildland-Urban Interface Code (WUI); carried.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Sharla Hales, Commissioner
SECONDER:	Danny Tarkanian, Commissioner
AYES:	Wesley Rice, Sharla Hales, Mark Gardner, Danny Tarkanian

13.2 For possible action. Discussion to approve a petition (DP 26-0035) to abandon a portion of the Sierra Place right-of-way between 3656 Green Acre Drive (APN: 1420-06-310-008) and 3644 Green Acres Drive (APN: 1420-06-410-001), consisting of approximately 11,997 square feet, and reserving therefrom a public utility easement. The subject right-of-way is within the Indian Hills / Jacks Valley Community Area. The applicants are Theodore Bicksler and Erick Welsh. (Jeremy Hutchings, County Engineer)

Chairman Gardner read the agenda item into the record.

Jeremy Hutchings, County Engineer, speaks:
Thank you.

Mr. Hutchings began the presentation and covered the following topic:

- DP26-0035 Sierra Place Abandonnent Petition

Chairman Gardner speaks:
That is a beautiful picture, by the way.

Mr. Hutchings speaks:
Yeah, stock photo, AI generated I'm afraid. That's a joke.

Mr. Hutchings continued the presentation and covered the following topic:

- Where – Sierra Place

Mr. Hutchings speaks:
We're kind of up in North Valley. It's where the star is located. It's a small section of existing right-of-way.

Mr. Hutchings continued the presentation and covered the following topic:

- Petition to Abandon
  - Theodore Bicksler and Erik Welsh as applicants

UNAPPROVED

- 11, 997 Square Feet to be abandoned

Mr. Hutchings speaks:
This red highlighted area is the unimproved section of Sierra Place. If approved by the Board today it would abandon back to each of the property owners equally down the middle. And then here's a little exhibit, it's a little more formal down here and shows the 12,000 square feet. It is unimproved at this time.

Mr. Hutchings continued the presentation and covered the following topic:

- Public Comment
  - One public comment against.
    - Access will be limited.
    - Drainage.

Mr. Hutchings speaks:
The gentleman out to the west opposed the abandonment. He said it would reduce the access through for both pedestrians and once in a while it has delivery trucks. And then he also has a concern about drainage, which I didn't really fully understand. I think it was Mr. Hernandez. I'm not sure if he's in the audience today or not. I don't think I see him. But it wasn't compelling enough to not recommend approving the abandonment.

Mr. Hutchings continued the presentation and covered the following topics:

- Finding for Abandonment
  - 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."
- Recommend Motion
  - Approve the petition to abandon a portion of the Sierra Place right-of-way and to reserve therefrom a public utility easement as presented, subject to the conditions of approval recommended in the staff report, based on a finding that the public will not be materially injured by the proposed abandonment.

Mr. Hutchings speaks:
We would reserve from the abandonment the public utility easement, so that's really the only condition I had on the motion to approve the abandonment. And it's that simple and straightforward, about 12,000 square feet of Sierra Place. We've abandoned portions of this right-of-way in the past. It's not critical to maintain for the County. So we're recommending the abandonment with one condition to reserve out a public utility easement for the right-of-way. And I think that's it and I'm happy to answer any questions.

To review Mr. Hutchings' full presentation please see the Supplemental Meeting Materials.

Chairman Gardner speaks:
Can we go back several slides? The next one. That one. So you're indicating that the resident that's to the west of this, is that resident using this as a right-of-way right now to access his property to the west?

Mr. Hutchings speaks:
No. Occasionally there will be a delivery, from what I understood from Mr. Hernandez, there'll be a delivery truck that might drive down this way mistakenly, but it is unimproved.

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Chairman Gardner speaks:
But there is access to that property to the west…

Mr. Hutchings speaks:
Access is to the west.

Chairman Gardner speaks:
…from other methods?

Mr. Hutchings speaks:
Yeah. His access is actually further west.

Chairman Gardner speaks:
It's not like he's landlocked.

Mr. Hutchings speaks:
He's not landlocked, no.

Chairman Gardner speaks:
Okay.

Commissioner Tarkanian speaks:
I wanted to follow up with that. And I know he's here and he could answer, but you said something about the drainage problem and I didn't quite understand your conclusion. Is there a drainage problem or not or did you just not understand it?

Mr. Hutchings speaks:
The way I understand it is there's a drainage problem that emanates from further to the west of the parcel that drains down through this area. It's not draining from this right-of-way towards Mr. Hernandez, so abandoning this wouldn't impact it one way or the other, as far as I can tell.

Chairman Gardner speaks:
Okay. Other questions, Commissioners? Okay. Commissioner Rice, any questions?

Commissioner Rice speaks:
No, sir. Thank you.

Chairman Gardner speaks:
Okay. So we should go to Public Comment on this. Yeah. Okay. At this time, with no questions from the Board other than what we've had, we'll entertain Public Comment on this item.

PUBLIC COMMENT

Phil Hernandez speaks:
Good afternoon. I'm the owner in question. And yes, I do use that. That is my secondary egress, entrance and egress. I do have a drainage problem there. All of, I don't know if you are familiar with the area, but Cindy's Trail drains completely down and comes into Cherokee Drive. From Cherokee Drive there is no drainage to accept all the water that comes off of the hill. This map does not show that. You call it Sierra Place, it was also known as Fulstone at one time. And that is the low spot and all the water runs over on that drive. And if you look at that picture right there, you see the dark colored soil about… Yeah, right there. That's mineral or water. That's where the water settles and then builds up and continues to run and

UNAPPROVED

catch the drain off of Green Acre. But that water that runs through there has washed out my road approximately five times, six times in the 30 years I've lived there. And when I say it washed it out, I'm talking erosion probably two feet wide by three feet deep by 40 feet long. So that, I don't know if you have a picture that shows my house up Cherokee. Anyway, I have to come out this way to get out until I can find some type of fill dirt to fill back in so that I can get back out on Cherokee Way. Mr. Hutchings, I guess I wasn't very clear when I, in my note or my conversations with him is that that drainage, which the County really has not made any effort to take care of, coming off of Cindy Trail, it comes down, goes over the top, probably creates quite a opportunity for hydroplaning on Cherokee. And in fact, several cars have slid off the road there. The County really needs to address that because if they don't it just is going to be a County problem. The County is going to be liable for any hydroplaning accident there. And it's also a snow issue. There are trees along that little stretch that also shade that. When it snows, people pack it down because we don't get our roads plowed. And I know, I don't mean to diverge here, but you guys have got to be tired of hearing about the drainage issue in this county. I mean, it, approximately six months ago, I had, I contacted Mr. Hutchings and I had, he was nice enough to send Jason Samansky and Courtney Walker out. And they looked at that and they said, yes, you most certainly have a drainage issue. And they, actually Mr. Samansky said, I have a solution, it's a pretty good solution, but it was to put a trench, or not a trench, a culvert, but it would be now on part of this property that looks like you guys are going to or is up for approval and he didn't want to do it because it blocked one of their driveways.

Chairman Gardner speaks:
Okay.

Mr. Hernandez speaks:
So all the water is still going to run down there, whether you approve this closing of the road or not and anything they put there is going to be possibly damaged.

Chairman Gardner speaks:
Okay.

Mr. Hernandez speaks:
It's not really my issue once the water goes down that road. But the County ought to be more aware that this is not just closing the road, this is possibly opening itself up to some liability issues.

Chairman Gardner speaks:
Okay. Thank you so much, appreciate it.

Mr. Hernandez speaks:
Am I done now? Is that your way of telling me I'm done?

Chairman Gardner speaks:
Yeah, you exceeded your three minutes quite some time ago.

Mr. Hernandez speaks:
I didn't know or I would have probably…

Chairman Gardner speaks:
But I allowed you to go, so thank you.

Mr. Hernandez speaks:
Thank you.

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Chairman Gardner speaks:
Yeah. Additional Public Comment? Okay. I'm going to bring it back to the Board, but I have a couple of questions, that's raised a couple of questions. Is there an indication by Mr. Bicksler or Mr. Welsh that they're actually going to close off access to this road? It's not a road really, is it?

Mr. Hutchings speaks:
It's not a road; it's just the right-of-way. Chairman Gardner, it's access. It'll become private property by the two adjacent landowners to the north and south. There'll be a public utility easement that's retained over the area that's being abandoned today. So in a sense, public access will be restricted as they see fit and public utilities will be able to go in and install utilities if necessary. So it's not a, it's it depends kind of question.

Chairman Gardner speaks:
Okay. And my other concern, of course, once again, going back, this is not the only access that Mr. Hernandez has to access or exit his property? It's on Cherokee, right? So he has a driveway on Cherokee?

Mr. Hutchings speaks:
Yeah, he's got his driveway on Sierra Place, actually kind of where the cursor is now, and he also has access here if he saw fit over on the adjoining road. So he's got two access points that won't be abandoned, these will remain.

Chairman Gardner speaks:
Is Sierra Place, is that improved from basically the western side of that star out to Cherokee; is that an improved road or is that a dirt road?

Mr. Hutchings speaks:
It's improved. It's not improved. I can see from here it's unimproved, generally unimproved from here to here.

Chairman Gardner speaks:
Yeah. Okay.

Commissioner Tarkanian speaks:
My question is, and I didn't quite understand it, but I think what the speaker said was that three or four times a year it gets flooded there and you can't get out on Cherokee. That's correct. And your only access would be going down towards what we want to abandon, that's what I understood, which would then show a material effect to the neighborhood, if that's true. Now, what you're saying, Jeremy, is there's another access that he can have besides Cherokee. So we're getting conflicting stories here. Can we get that resolved? Because I think that makes a big difference on the vote.

Mr. Hutchings speaks:
Well, Sierra Place is not improved along this stretch, whether it's the portion being abandoned or the portion that's not being abandoned. So if you're not getting out to Cherokee, I doubt you're going to get out to the east either; it's not improved. There's nothing there; it's just sand.

Commissioner Tarkanian speaks:
Not improved.

Mr. Hutchings speaks:
Either direction.

UNAPPROVED

Commissioner Tarkanian speaks:
It's not improved on what you're abandoning either or are you saying that's improved?

Mr. Hutchings speaks:
Correct, it's not abandoned. You would be going into an unimproved road.

Commissioner Tarkanian speaks:
Now, I understand that, but that's what he's doing now when he says that it's flooded. Is the other way out the same type of an unimproved road, like a dirt road?

Mr. Hutchings speaks:
Unimproved.

Commissioner Tarkanian speaks:
So you're saying he can get out on a similar road besides Cherokee. And I think you're saying that's, whatever, the other, where the abandonment road is? I can't read, my eyes are bad. Sierra Place. This shouldn't be a real tough question; it's just, is there a way for him to get out if Cherokee is blocked off?

Mr. Hutchings speaks:
Yeah. If Cherokee is blocked off, you're not getting out on Cherokee, no.

Commissioner Tarkanian speaks:
The speaker said you couldn't get out on Cherokee; that's what he's saying. And I guess that's the next question; is that true? Do we know if because of the flooding problem Cherokee is blocked off? And it's several times a year; is that accurate? And if so, is there a way for him to get out besides the abandonment?

Mr. Hutchings speaks:
I've not seen it; I'm taking Mr. Hernandez's word for it. If he says he can't get out, he can't get out. But I've not seen it or seen any report from anybody that justifies or verifies that.

Commissioner Tarkanian speaks:
Let's take that, and that's why I asked the first question is, let's assume he's accurate in what he's saying, is there another way to get out besides Cherokee if it's blocked or are we going to now have his home blocked until the drainage situation is resolved?

Chairman Gardner speaks:
I guess my question also remains, from his residence is there no driveway that exits directly onto Cherokee? And any flooding that would occur on Cherokee would affect all of those houses along Cherokee, so he's not the only one that's affected by that; am I, would I, is that…?

Mr. Hutchings speaks:
Correct.

Chairman Gardner speaks:
Okay. So if there's no driveway access onto Cherokee directly from his property, directly onto his, from his property onto Cherokee, then he's accessing Cherokee via the unimproved Sierra Place currently from his property to the west, so he has to go north and then west. Is that his only access to Cherokee? There's no driveway onto Cherokee from his property; is that true?

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Mr. Hutchings speaks:
He's accessing the unimproved portion of Sierra Place right now and he gets out to Cherokee. If Cherokee is impassable, potentially he could run down the unimproved portion of Sierra Place and then that would put him out on another semi-paved street, but you would be on an unimproved portion of Sierra Place.

Chairman Gardner speaks:
But once again, if Cherokee was inaccessible, that's, how many properties do we have along there?

Mr. Hutchings speaks:
Yeah, everybody would be…

Chairman Gardner speaks:
Everybody would be affected.

Mr. Hutchings speaks:
Exactly.

Tom Dallaire, Community Development Director, speaks:
There's a Bucks Way further north in this subdivision that connects all of those roads together on, that connects Cherokee and Green Acres and Shawnee and Silverado. So there's Bucks Way. Yeah, further up, that's up against the tribe land where the logs are stacked. You guys remember that? That area, there's a road there too that connects all of these roads together.

Chairman Gardner speaks:
I think in fairness we should listen to the affected individual. Okay. But I don't understand why, I guess I'm, quite frankly, and that's a question I had for you, Mr. Hernandez, is why don't you have any access onto Cherokee from your property because Sierra Place is an unimproved road? I mean, we don't have any gravel there, it's all dirt. Right. It just seems like it would have been a wise investment, if I were in there, to have direct access onto Cherokee Drive. What am I missing here?

Mr. Hernandez speaks:
What are you missing? Is that your question? Sir, when I built the house, I had it facing Highway 50 and my backyard looks at Jobs Peak and Heavenly Valley, a beautiful view, much better view than looking at a rock in front of me, so I turned my house. Every road out there was a dirt road at the time, every road. It was all washboard. I have a picture, an overhead picture, from an aviation photography business that will show you that Sierra Place, then probably known as Fulstone, was a nice clean dirt road, as was every road out there. So I chose to turn my road, my house, so that the backyard where I anticipated sitting in an afternoon and watching the storms roll in off of Jobs Peak and Heavenly Valley and watching the snow cats at night do their work; it was beautiful.

Chairman Gardner speaks:
Okay, I'm not trying to argue with you. I'm just trying to get an understanding. Okay. But let me ask you this question, if you don't mind. Okay.

Mr. Hernandez speaks:
Go ahead, sir.

Chairman Gardner speaks:
Is that really you're, you have benefit here and you have benefited for a very long period of time, not unjustly. Okay. But if Cherokee becomes impassable, you've had access out to, what's the other name of the road here?

UNAPPROVED

Mr. Hernandez speaks:
Green Acres.

Chairman Gardner speaks:
Green Acres. Okay. And I haven't heard anything from the other people that are asking for this abandonment that they're going to gate it off from you accessing it. But, you know, you still have access out to Cherokee, so that's my, my only observation here is you have access just as all these other houses along Cherokee Drive have access as well. What am I missing here?

Mr. Hernandez speaks:
My house faces Sierra Place. Sierra Place is a dirt road. Sierra Place is the road that washes out, not Cherokee. The water comes down, hits Cherokee, goes along, and because there's no drainage for it and Sierra Place happens to be where that road comes in is the low spot. The water crowns there, crests there, runs down Sierra Place, washes out the road and I cannot get out going to the west on Sierra Place, so I have to go to the east to Jacks Valley on Sierra Place; that's my concern. Now, if the County were willing or somehow could put in drainage to keep that water from cresting the road from the west side of Cherokee to go down Sierra Place and wash out my road I have no argument; I could always get in and out that way.

Commissioner Tarkanian speaks:
Let me ask a question to staff. Commissioner Gardner stated that he's gotten the benefit of that road, the dirt road, but isn't that designated now as public access? Isn't that, the County owns that land and you can drive up and down it. It's not a benefit to one person; it's basically open. And what we're doing is actually giving the benefit to the two homeowners to take over that land because we're saying there's no material detriment to anybody else in the neighborhood.

Mr. Hutchings speaks:
Right. It's existing right-of-way along Sierra Place today, Commissioner Tarkanian.

Commissioner Tarkanian speaks:
So when he bought the home and built the home this was designated as a possible right-of-way. So I guess the question, I mean, to me, and I'm all in favor of the abandonment if we can get it done, but he's got to have a way to get out if something happens and if we're going to take his way out, that's a material detriment if it does get blocked. I mean, again, I don't…

Mr. Hutchings speaks:
Well, if this portion of, not to be argumentative, but if this portion of Sierra Place washes out, it's not possible to get to this portion of Sierra Place that's being requested to be abandoned.

Commissioner Tarkanian speaks:
Well, if I understand correctly, and you can correct me if I'm wrong, he's saying that the low point is going to be above where the dirt road is, right, or that's where it fills up and you can't get out.

Mr. Hutchings speaks:
Correct.

Commissioner Tarkanian speaks:
So it's not so much that it's coming down and blocking the unimproved part of the road. He's saying it's blocking the improved part because of a dip in there, if I understand it correctly.

UNAPPROVED

Mr. Hernandez speaks:
Yes. And because it is washed out so often…

Commissioner Tarkanian speaks:
I'm trying to get an answer on this and you're shaking your head.

Mr. Hutchings speaks:
Well, the whole section is unimproved. This whole section is unimproved. So what Mr. Hernandez has said is if this section that accesses his driveway gets washed out, and this is the low point, he can't get out.
Commissioner Tarkanian speaks:
He's saying the low point is higher up.

Mr. Hutchings speaks:
No, he's saying the low point is right here.

Commissioner Tarkanian speaks:
He shook his head yes when I asked him.

Commissioner Hales speaks:
May I jump in, Chairman Gardner?

Chairman Gardner speaks:
Sure.

Commissioner Hales speaks:
Are you saying, Mr. Hernandez, that the low point is basically where the star is?

Mr. Hernandez speaks:
That is where the water on the west side, coming down the west side of Cherokee is higher than the Sierra Place and the water there starts, the hill starts to go up just enough where the water now starts to go from west to east and the low spot is Sierra Place. So all the water that has funneled from Cindy's Trail, if you're familiar with that area, that has come all the way around and collecting more water all the way around comes to that point and then crosses the road and it goes right down Sierra Place and when it does, as soon as it crests and comes into the unimproved road…

Commissioner Hales speaks:
I think I got that part. Yeah, but…

Commissioner Tarkanian speaks:
Okay, I don't get it. I just need you to explain where on the road.

Commissioner Hales speaks:
You're getting a gully on the part of Sierra Place that you use.

Mr. Hernandez speaks:
Yes.

Commissioner Hales speaks:
And your point is, it can't be fixed if we take this action today because it will no longer be public property upon which the County could put drainage in if the County wanted to. I think I have your argument.

UNAPPROVED

Mr. Hernandez speaks:
And Mr. Hutchings is correct in some regard, but he's totally wrong in others. I can very easily drive around my property around back and come out where the area is, where their property would be in my truck, four-wheel drive, and just go right through there. It doesn't look like it because there's some sagebrush and grass there, but it's nothing that you can't go through with a truck and people go through there all the time.

Commissioner Hales speaks:
Okay. I do have one more question for Mr. Hutchings.

Commissioner Tarkanian speaks:
I didn't get my answer and your question didn't get my answer.

Commissioner Hales speaks:
Oh.

Commissioner Tarkanian speaks:
I may not understand the road as well as she is. I just want to, am I misunderstanding? Where are you saying the water gets? You keep saying it's on Sierra Place. I know that's a long street. Okay. Where…

Chairman Gardner speaks:
I think we can go to another slide. I think the other slide…

Commissioner Tarkanian speaks:
…on Sierra Place is blockage?

Chairman Gardner speaks:
…indicated where the water accumulates. No. This slide. The water is accumulating. Yes, that slide. Go back. This slide here indicates that the water accumulates on Sierra Place on this area right here, not on the western side of that red line and so that's why I have difficulty understanding that Mr. Hernandez doesn't have access out to Cherokee. If this area is flooded, then it would seem like he wouldn't want to go through here, he would want to exit out onto Cherokee and he has that opportunity; that's where I'm struggling. Okay. And that's where I'm struggling, Mr. Hernandez, is that you're telling me the water accumulates right here. That was your statement that the water accumulates here and so if the water is accumulating here, you're not going to exit out to Green Acres anyways, you're going to go west to Cherokee. Am I missing something?

Commissioner Hales speaks:
I think his… Are you worried about the gully that forms?

Mr. Hernandez speaks:
No. What I'm trying to tell you guys is, from what I've read, I've not been out in Ruhenstroth and in that area, but when the water comes down it creates erosion; correct? It washes out things. That water comes where I said and it settles there. On its way to where that, on the far right, there's a very nice drainage that goes down to the river there. The water continues along the red line and goes there, but that's a dip right there where you see that, where I pointed out the dark stuff. But my argument is, is that for that water to get there it erodes the road, my access, where I come out on Sierra Place to Cherokee. Okay. It erodes it. It destroys it. I have to come in with either a bucket… I put in probably 40 yards of dirt myself to repair that road.

UNAPPROVED

Commissioner Tarkanian speaks:
I've got one simple question to ask you. If the road is abandoned, how does that hurt you? You're not using that as an exit during the time it's flooded because it's flooded, so how does it hurt you if the road is abandoned?

Mr. Hernandez speaks:
If the road is abandoned and the erosion takes place I have no egress.

Commissioner Tarkanian speaks:
Hold on. Why would the erosion stop? You said the erosion is going on now, right?

Mr. Hernandez speaks:
Whenever, because of the atmospheric events…

Commissioner Tarkanian speaks:
The erosion is going on now, so if you abandon the road while it's already going on it's just going to continue.

Mr. Hernandez speaks:
Yes. Yes.

Commissioner Tarkanian speaks:
Are you trying to find a solution so your part doesn't get eroded?

Mr. Hernandez speaks:
Yes.

Commissioner Tarkanian speaks:
Well, that has nothing to do with the abandonment.

Mr. Hernandez speaks:
It does because I have no egress while you think of a solution.

Commissioner Tarkanian speaks:
What do you mean you have no egress?

Chairman Gardner speaks:
Well, okay. Okay. I think we've…

Mr. Hernandez speaks:
If that was abandoned…

Chairman Gardner speaks:
I think we've exhausted where we're going to go with this, quite frankly. I think you've answered our questions and I appreciate the back and forth dialog and the respectfulness, that's important, and we have some deliberations we need to make. So I think, if there's…

Mr. Hernandez speaks:
So my three minutes are up again?

Laughter was heard.

UNAPPROVED

Chairman Gardner speaks:
By my clock, yeah.

Commissioner Hales speaks:
Can I ask a few more questions?

Chairman Gardner speaks:
Yes. One more question of him or one more question of this? Okay.

Commissioner Hales speaks:
Staff.

Chairman Gardner speaks:
Yes, of course. Because I don't see any other Public Comment, I'm going to bring it back to the Board then.

Commissioner Hales speaks:
I did see another Public Comment.

Chairman Gardner speaks:
Do we have more Public Comment? I'm sorry. Okay. I'm sorry. I didn't want to preempt anybody.

Mimi Moss speaks:
I wasn't going to speak. Chairman, Members of the Board because there's some question regarding the impact to this property owner who fronts on a public right-of-way and the issues there I would suggest you continue the item and discuss it more with this property owner and have staff show exactly what happens in the event of a flood, a flood event to the west that hits Cherokee and where that water may go. I think what I hear him saying is that when he has those flood events he can't get out and go west to Cherokee, he's better off going east and going down the existing roadway. That's how I hear it, but you may hear something else. But I would suggest you continue it and give more time for that.

Chairman Gardner speaks:
Thank you. Is there any additional Public Comment? Sensing no additional Public Comment, I'll bring it back to the Board. And Commissioner Hales, you had a question?

Commissioner Hales speaks:
Yes. So theoretically, I see there Sierra Place is four blocks between Cherokee and Shawnee, could the other property owners along Sierra Place ask for abandonments as well and have the same thing as is being suggested here?

Mr. Hutchings speaks:
I'm not sure exactly where Sierra Place on you're talking about, Commissioner Hales, but there have been other portions of Sierra Place that have been abandoned that have been unimproved, but where exactly are you talking about?

Commissioner Hales speaks:
So if you see…

Chairman Gardner speaks:
Has the rest of Cherokee, Sierra Place, I think the question is, has the other sections of Sierra been abandoned?

UNAPPROVED

Mr. Hutchings speaks:
Yeah. I have my cursor right here. This Board, under an application that I wrote, a Staff Report for, abandoned this little portion of Sierra Place. There's another portion right here that's also been abandoned. So yeah, it has sections that have been abandoned previously to this one.

Commissioner Hales speaks:
And theoretically others, Mr. Hernandez, could ask to have the section by him abandoned as well.

Mr. Hutchings speaks:
He absolutely could.

Commissioner Hales speaks:
Okay. I'm just trying to make sure I understand what's going on as background. The other thing I hear Mr. Hernandez say is that members of our County Stormwater have looked at it and according to what he says they've said a drainage solution might need to use the portion of Sierra Place that is being proposed for abandonment. And I think I heard you say, Mr. Hutchings, that prior to today you did not, it hadn't been communicated to you in this much specific detail what's going on. So I guess I would come back to you and see what you have to say about that.

Mr. Hutchings speaks:
Right. Mr. Hernandez and I have talked a couple of occasions. And in order to try to help alleviate… I think we're confounding two different things; one is the abandonment of the right-of-way, like Commissioner Tarkanian was saying, and the other thing I think we're seeing is the frustration from Mr. Hernandez that he's got drainage problems from other right-of-way that are making it difficult to access Cherokee. So I did send out the Stormwater crew and they talked about some different solutions, but to my knowledge have not formalized any specific plan regarding that. At the end of the day, this portion is downhill from Mr. Hernandez and so there's a lot of drainage laws about perpetuating drainage from offsite flows through the property regardless if they own it or if it's right-of-way. So I don't feel that is material enough to recommend denying the request for the abandonment, but this Board is happy to disagree.

Commissioner Tarkanian speaks:
I just had a follow up because that's exactly what I was thinking. And then Ms. Moss made the comment and maybe this is what hit me because of what the homeowner was saying, he's saying that the road above it, west of his, of the abandonment is being eroded by the water and that erosion above where the water is pooling is preventing him from getting out. And I guess, wouldn't it be best if we found out if that's actually true or how bad it is so we can find out is there really a material adverse effect on the neighbor or is it just a minor one? Because we really don't, you didn't know anything about that before this, we haven't heard anybody from the Stormwater group telling us about it and I assume we don't have the money to correct the problem. So maybe waiting until we get those answers might be the most prudent thing to do.

Mr. Hutchings speaks:
Yeah. I also saw there's a member from Resource Concepts, that's the design engineer for the applicant, you might want to listen and see if he's getting any input on the drainage from them before you make a decision; just a suggestion to the Board.

Chairman Gardner speaks:
So we have the applicants here.

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Mr. Hutchings speaks:
Sorry, we only have a surveyor, not an engineer in the audience, so apparently not.

Chairman Gardner speaks:
Yeah. Okay.

Commissioner Tarkanian speaks:
Is there a real detriment if we postpone it until you had some better information or maybe had the Stormwater management group explain the situation out there. I mean, is there, I guess the issue to me is, is the road being eroded so much that it makes it impossible for him to use it or extremely difficult or unsafe for him to use it or is it just a minor inconvenience? I really don't know from what we have in the packet and what's been said today.

Mr. Hutchings speaks:
Yeah, I don't see a huge issue with postponing this to another meeting and giving the applicant some time to work with their engineer. My recommendation is to put the onus on the petitioner, not staff, to analyze the drainage. These abandonments, there's no particular rush. We own the property today, so if we're discharging it there's no particular rush unless the Board is satisfied that it's a good thing to do, so I think that's a great, that's a good idea.

Chairman Gardner speaks:
And my question would be, and you've answered the first one, I was going to ask if this is time sensitive and you've indicated it is not. What is the benefit to Mr. Bicksler or Mr. Welsh in regards to our abandonment? What is their benefit?

Mr. Hutchings speaks:
Well, I can't tell what personally they might feel is their benefit. But generally, when I was out at my site visit, for instance, there was a member of the public walking through between the two properties using the existing right-of-way, so potentially less public traffic through that right-of-way. It'd be a little bit more private for them. They would have a little bit more of their land to utilize. I can't remember if it's Bicksler or which one is on the south side, but they had some vehicles basically parked along the right-of-way there, so it would give them a little bit more room to utilize their property and just more property in general. Even if it is encumbered by a public utility easement, they'd have more space. So I'd see those as the two primary benefits.

Chairman Gardner speaks:
Commissioner Rice, you haven't weighed in yet; do you have any particular interest in this?

Commissioner Rice speaks:
Not particular interest. I have listened to the arguments and I'm, no pun intended, his argument doesn't hold water, as far as I'm concerned.

Chairman Gardner speaks:
Commissioner Hales?

Commissioner Hales speaks:
Well, since this additional…

Chairman Gardner speaks:
Thank you, Commissioner Rice.

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Commissioner Hales speaks:
Since this additional information about this drainage came up today, it does seem to me like it could be a material injury to the public, is the word injury, and there's no harm in asking that this be looked at a little closer before we make a decision.

Doug Ritchie, Chief Civil Deputy District Attorney, speaks:
Chairman, if I may? Thank you. Just for clarity, the Nevada Supreme Court has found that material injury has to be actual injury, not potential future injury. If the injury will only happen upon some future possible event, then under case law that's not considered material injury. In this case, it sounds like a potential future flood that may or may not happen probably isn't a material injury under this standard.

Commissioner Tarkanian speaks:
But he's saying that it has happened and it's happened on three or four occasions each year and I'd like to know from our Stormwater people if that's the case. If he's just saying, hey, this might happen in some 100-year flood or something, I would agree with you. But I mean, has this happened in the past and on more than just a rare occasion? That's the questions I've had. I would…

Chairman Gardner speaks:
Yeah. It's up to the Board what you guys want to do. It's back on us, so if you want to offer a motion, if you want to…

Commissioner Tarkanian speaks:
I'm going to make a motion to continue it, what, 30 days or what, how long do you need? I mean, just to get some background on what has happened up there in the past.

Mr. Hutchings speaks:
Oh, we could get the background in 30 days. I'm not sure if we'll have any type of analysis on drainage from the applicant in 30 days though, if you're looking for that as well.

Commissioner Tarkanian speaks:
What would you suggest so that we can make an informed decision?

Mr. Hutchings speaks:
Well, I guess we could just postpone it, but not necessarily to a date certain. The only…

Commissioner Tarkanian speaks:
Okay, then I'm going to make a motion to postpone it until staff can present with us the information we requested concerning the history of the drainage issues on the property and a solution.

Mr. Ritchie speaks:
Just for clarification, you want staff to do this or the applicant to clarify the issue?

Commissioner Tarkanian speaks:
I understand staff said they thought the applicant should do that, so yes. So I guess I'm going to make, my motion will be, I'll try to make it clearer this time, is to postpone action on this item until the applicant has provided staff with the information necessary for us to make a determination, along with the possible solution of what should be done. Is that all right?

Chairman Gardner speaks:
That was the words I was looking for. Okay. Okay, a motion by…

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Commissioner Hales speaks:
I didn't have my mic on. I'll second it.

Chairman Gardner speaks:
Okay, so I was going to say motion by Commissioner Tarkanian, seconded by Commissioner Tarkanian to postpone this until further information is provided. Is that sufficient? I believe. Okay. Therefore, all those in favor signify by saying aye. Commissioner Rice?

Commissioner Rice speaks:
Nay.

Chairman Gardner speaks:
Nay, okay. And I'll say aye also. So yeah, let's not rush on this. Thank you. There we are, Mr. Hernandez. I hope that helps you out and you guys figure it out, please.

MOTION TO: Continue petition (DP 26-0035) to abandon a portion of the Sierra Place right-of-way between 3656 Green Acre Drive (APN: 1420-06-310-008) and 3644 Green Acres Drive (APN: 1420-06-410-001), consisting of approximately 11,997 square feet, and reserving therefrom a public utility easement until the applicant has provided staff with the information necessary for the Board of County Commissioners to make a determination, along with the possible solution of what should be done; carried.

RESULT:	**APPROVED**
MOVER:	Danny Tarkanian, Commissioner
SECONDER:	Sharla Hales, Commissioner
AYES:	Sharla Hales, Mark Gardner, Danny Tarkanian
NAYES:	Wesley Rice

13.3 For possible action. Discussion on Land Division Application 2026-DP-TSM-0001, a request for a Tentative Subdivision Map to create 10 airspace condominiums for the third phase of the Tahoe Beach Club, a residential condominium and beach club development project. The subject property is located along Beach Club Drive in the R-077 (Residential – Oliver Park) zoning district in the Tahoe Community Plan and Oliver Park Area Plan (APN 1318-22-310-018). The applicant is Patrick Rhamey, CEO, Beach Club Development Phase III, LLC, and the applicant's representative is Dina Schnurbusch, Lumos & Associates, Inc. (Lucille Rao, Planner)

Chairman Gardner read the agenda item into the record.

Chairman Gardner speaks:
Did I get that right again?

Lucille Rao, Senior Planner, speaks:
Yes, you got it right. Thank you, Chairman Gardner. I'm just going to do little quick highlights. The entire history of the project is on packet page 743 which this has been quite a long project for many years. The Tahoe Beach Club approvals began with TRPA in June of 2011. From there, the Board approved the first subdivision map in November of 2015 for 12 multi-family parcels, one recreation parcel, and one parcel for the GIDs water treatment facility. In subsequent years, approvals included subdivision maps for the condominiums. Currently, there are 94 units constructed for Phases I and II, with 105 approved. Today's request for Parcel 8 includes ten condominium units. Once approved, then the three remaining parcels, totaling 28 units, will require additional subdivision maps. The entire site will consist of 143 residential units. Staff is recommending approval based on the ability to meet the findings on packet page 747 and

UNAPPROVED

conditions of approval on packet page 744. Today, we have Andrew Strain with a presentation for you and the PowerPoint. Andrew, if you just let us know when you want us to go to the next slide, just look our way and we'll advance it for you.

Andrew Strain, Tahoe Beach Club Vice President of Development, speaks:
Thank you, Lucille. Good afternoon, Mr. Chairman, Members of the Commission. I couldn't have said it any better than Lucille did. This is the first building, Building 8, of the final phase and we're asking your approval. We agree with the staff's recommendation to create a Tentative Subdivision Map for the ten residential units that are in the building today that's being built in order to make those condominium units, just like the first two phases; that's our request. Happy to show you some pictures if you'd like to see it. If not, I'll be happy to sit down and let you do your work.

To review Mr. Strain's full presentation please see the Agenda Packet material.

Chairman Gardner speaks:
Thank you. We get, you know, and I know you've been before us on other phases, and this is the final phase…

Mr. Strain speaks:
Yes, sir.

Chairman Gardner speaks:
Yeah. Okay, that's great. Even though you've been before us a number of times, we always get the public question, what does airspace mean, so maybe you can explain for the public the definition of that.

Mr. Strain speaks:
Yes, I can do that. Lucille, could you please forward the slides to the picture of the building under construction? Thank you. This is the building that's before you today. The airspace would include from the ground floor to the top of the roof. There are ten units in this building that are lined up essentially as townhomes or row homes adjacent to each other. The two units on the end are two stories. The eight units in the middle are three stories. There are three floor plans in your packet that are right after this slide and the airspace would be to create a parcel, with the help of your Assessor, so that we can sell and transfer to the new buyers the entire vertical extents of the unit.

Chairman Gardner speaks:
Thank you. Commissioners, any questions? Commissioner Tarkanian? No. Commissioner Rice?

Commissioner Rice speaks:
No questions. I'm glad to see that we're finally gonna get this project completed. Now maybe we can get rid of some of the fencing.

Chairman Gardner speaks:
Okay. Well, it looks like there's no other questions from us, so with that, if you don't mind, we'll go to Public Comment.

Mr. Strain speaks:
Thank you, Mr. Chairman.

Chairman Gardner speaks:
Thank you. Is there any Public Comment on Item 13.3?

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PUBLIC COMMENT- none

Chairman Gardner speaks:
Okay. Seeing no Public Comment, we'll bring it back to the Board and entertain a motion.

Commissioner Rice speaks:
Mr. Chairman?

Chairman Gardner speaks:
Go ahead, Commissioner Rice.

Commissioner Rice speaks:
I move that we approve the Land Division Application 2026-DP-TSM-0001, a request for a Tentative Subdivision Map to create ten airspace condominiums in the third phase of the Tahoe Beach Club.

Commissioner Tarkanian speaks:
Second.

Chairman Gardner speaks:
Motion presented by Commissioner Rice, seconded by Commissioner Tarkanian to approve the Tentative Subdivision Map 2026-DP-TSM-0001, as presented, based on the ability to make the required findings. Seeing no further discussion, all those in favor signify by saying aye.

Chairman Gardner speaks:
Motion passes 4-0 and one. Did I get you a vote count on the last motion? I did, 3-1 and one absent. Okay. Very good. It just passed through my head maybe we didn't do that.

MOTION TO: Approve Land Division Application 2026-DP-TSM-0001, a request for a Tentative Subdivision Map to create ten airspace condominiums for the third phase of the Tahoe Beach Club, a residential condominium and beach club development project, based on the ability to make the required findings; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wesley Rice, Commissioner
SECONDER:	Danny Tarkanian, Commissioner
AYES:	Wesley Rice, Sharla Hales, Mark Gardner, Danny Tarkanian

Jenifer Davidson, County Manager, speaks:
Mr. Chairman, if I may, if you'll humor me? Lucille, it's your very last time presenting before the County Commission. Ms. Lucille is retiring from Douglas County after more than 20 years of dedicated service to this organization. We thank her for her time and dedication. She's been wonderful to work with. Thank you for your professionalism. It has been a joy watching you present. Your job has not been easy. Thank you.

Applause was heard.

Ms. Davidson speaks:
Lucille will be with us through the end of June, so if you have an opportunity to stop by and say thanks to her, I encourage you to do so.

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Chairman Gardner speaks:
Tough job, but somebody's got to do it. Thank you so much, we appreciate it. Okay.

13.4 For possible action. Discussion to accept a $1,393,308.75 Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant, Award Number FM-5382-NV, and retroactively authorize the Grants Administrator to electronically sign the grant award acceptance. The total project cost is $1,857,745.00, including the required grant match of $464,436.25. (Tom Dallaire, Community Development Director)

Chairman Gardner read the agenda item into the record.

Tom Dallaire, Community Development Director, speaks:
Thank you, Chairman Gardner and fellow Commissioners. Good afternoon. This has been a long haul on this particular one, this grant. We submitted for this grant back in 2022 and we had a notice issued to us on July 8th of 2025. The notice was an email saying that the grant notice to the public would be approved and in October of '25 is when we finally got that notice through DEM to post on site. It was posted on site and also within the Minden Inn for the 90-day period that is required. Then it took until May 18th of last month to get the actual award from DEM and I think what happened was this particular grant award was lost in all of the transitions up at their department and then on May 31st the grant actually expired. So we took this to IRC, presented it to them and that's why we are retroactively authorizing this today. Technically, the grant has expired. Last month or two months ago now we have submitted an application to extend the grant, but FEMA won't review the extension unless the grant was authorized. So that's where we're at. We are also working with a potential buyer for the Heybourne Meadows development, which is coming forward with an application. We have yet to receive it, but we're expecting it sometime in June. And we'll need to go to the Town of Minden and to Town of Gardnerville and then to the Board for revising that schedule for the Heybourne Meadows development and we're working out those details now with that potential buyer. But currently, that Heyborne Meadows development is owned by two individuals who are not communicating well with one another and that project really has stalled at Phase 3C, which is the requirement for Zerolene. So for us to get the match funds they are interested in participating in this project with the County and we're working out those details right now, but we need to have FEMA give us the extension. I don't want to do a lot of work on this project without knowing that FEMA has approved this process and the extension. And the extension that we requested in April would extend this project through 2029, April of 2029. So that's why we're here in front of you today and we won't work on this project until we get that approval from FEMA to proceed. I'll open to any questions that you may have. This is the Buckeye crossing right down here on Buckeye Road at the Seeman Ranch where Minden's park is at, the fishing pond. It is that crossing of the Martin Slough and we would raise Buckeye Road above the floodway. There is a floodway established and so the plan is to install culverts for this location and create Buckeye Road as an emergency access out to Highway 395 and it would give the ability for the Fire Department to access individuals in the East Valley area also during flood events and also connecting the Sheriff's station to the future Justice Center and providing that integral link there. So with that, I'm open to…

Commissioner Hales speaks:
I was going to ask what is the benefit to the public? And I mean, I knew the answer, but I wanted it on the record, so thank you for that.

Mr. Dallaire speaks:
Yeah, you bet.

Chairman Gardner speaks:
Commissioner Rice?

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Commissioner Rice speaks:
I have nothing, sir.

Chairman Gardner speaks:
Okay. Thank you. I appreciate the, you know, we hired a full-time grant writer and seeker, Debbie Swickard, in your department and she has paid off massive dividends for our County since that hire. I'm very glad that we were able to do that. It's always important, I think, to remind the public that federal funds are your funds, they're your tax dollars that we're bringing back into the community and anytime we can bring a single dollar back into your community that you paid into in your property taxes or your federal taxes is appreciated. So we like bringing money back into the community that other agencies in my mind shouldn't have. Am I editorializing? Okay, so be it. Okay. With that then, since there's no other items from the Board, this is for possible action, so I'll entertain Public Comment on Item 13.4.

PUBLIC COMMENT

Mimi Moss speaks:
Thank you, Mr. Chairman, Members of the Board. I have several questions. First of all, was there a hydraulic study done to determine the impacts to properties downstream of the project site? The culverts will increase the storm velocity and flow rates of this area of the slough and the slough doesn't have a well-defined channel today. There are a lot of wetland area. Even though the parcel is large, there's a lot of wetland area that the water just sort of flows over. So there are some downstream properties, such as the Seeman Ranch and the Town of Minden, to name a few, that could be impacted by these large culverts. And then the second question is how will these culvert, and you may have answered that already, Tom, how will these culverts impact the required flood crossing upstream at Zerolene Road? The Heybourne Meadows project is required to reconstruct Zerolene Road and elevate it and add similar box culverts crossing Martin Slough. So in that case, I'm assuming that's why they're looking at participating in the match in that they would not have to do that type of improvement as required of the subdivision map, which is very convenient for them. I would hope that or I would expect that they would pay all of the matching share of this grant and not have Douglas County pay that out because it would have cost them millions of dollars to put those culverts in themselves, so I think they're getting a good deal out of it. Thank you.

Chairman Gardner speaks:
Thank you. Additional Public Comment? Seeing no additional Public Comment, I'll bring it back to the Board. Did you…

Mr. Dallaire speaks:
No, I was just trying to stay out of the details of how this was going to be working with the developer. But yes, we have talked to the developer about, it's Lennar Homes who is actually building all those phases in 4, 4A, 5, 5A, and 6 and we have not seen their application yet, Mimi, on that, but I'm assuming that they're planning on and what our conversations have been is to put Zerolene at grade or below grade that it is today and participate. They are willing to put more money, or the match, 100 percent of the match, but they have not, I don't have that in writing, it's just been our conversations. And their proposal that I'm expecting to receive this month is that Heybourne Road will get built first thing connecting Minden and Gardnerville sections of the development together. And then they will, they were working out the details on Zerolene, but most likely Zerolene will even get improved also. There is still a section of Zerolene at Highway 395 at that funky intersection there with Mono and First and 395 and Zerolene that I believe we need to still acquire land from Testa that had never been acquired yet on that return and so we still have that to deal with on our side. I believe it's on us to do. I don't know if they can do the eminent domain that's needed. So that's done. We have a ten percent design plan set done and the hydraulic model was completed and it does change some of the flow on the Seeman Ranch piece, but we

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didn't see an impact downstream further than what the County owns onto Minden's property. And on the uphill side, I don't recall seeing any significant changes there because that field is at that elevation already. I mean, I don't, we'll see what, we had four options to choose from multiple culverts across the road, five, seven, and nine I think were the options and the nine culverts were a lot smaller in size and that caused a little bit more of an impact on that. These ones are a little bit larger, quite a bit larger, actually six foot by 14 foot, and there's five of them, so it's going to be a big section of road and it basically takes the dip out of Buckeye there and also the Minden path along Buckeye Road that accesses to Monterra if that; does that help?

Chairman Gardner speaks:
Okay. Any other questions for Mr. Dallaire? Okay.

Commissioner Hales speaks:
Yes, I have a question. So by accepting this grant what would be next steps? Who would look at the hydrology study and the overall project?

Mr. Dallaire speaks:
We will continue, if this gets approved and we work out the details with the developer, it is going to come back and this Board has to make the final determination, then we can get started on the design. We have yet to hear from FEMA on whether or not the grant actually did expire on May 31st. Our application for the extension, I think, I may have mistaken or misspoken earlier, might have been in March when we submitted that, but it was around March, April timeframe for the extension on this grant. FEMA wouldn't look at the extension until we approved or accepted the grant. So it was really determining, that really gets determined today and so hopefully FEMA will still pursue the extension on the grant that we requested a few months ago.

Commissioner Hales speaks:
So what assurances do we have that this project won't impact downstream property owners?

Mr. Dallaire speaks:
We still have to go through those analysis on the design and do the 100 percent improvement plans. And in a floodway, we can't change the flood service at all, we can't raise it at all, so it is a floodway.

Commissioner Hales speaks:
So does FEMA ultimately approve those plans or who approves those?

Mr. Dallaire speaks:
Yes, FEMA.

Commissioner Hales speaks:
Oh, FEMA does. Okay.

Chairman Gardner speaks:
Okay. Sensing no other questions from the Board, I'll entertain a motion.

Commissioner Hales speaks:
Can we make a motion conditioned on the third party providing the match grant?

Doug Ritchie, Chief Civil Deputy District Attorney, speaks:
No, you cannot.

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Commissioner Hales speaks:
But any match grant would have to come back to us for approval?

Mr. Ritchie speaks:
Yes, that's correct. The match funding would have to come back to this Board.

Commissioner Hales speaks:
Okay. Then I move that we accept a $1,393,308.75 FEMA Hazard Mitigation Grant, Award Number FM-5382-NV, and retroactively authorize the Grants Administrator to electronically sign the grant award acceptance.

Commissioner Tarkanian speaks:
I'll second it.

Chairman Gardner speaks:
Okay. I have a motion by Commissioner Hales, seconded by Commissioner Tarkanian to accept the $1,393,308.75 FEMA Hazard Mitigation Grant, Award Number FM-5382-NV, and retroactively authorize the Grants Administrator to electronically sign the grant award acceptance, as displayed. Sensing no further discussion, all those in favor signify by saying aye. Okay. The motion passes 4-0 and one. Okay. Very good.

MOTION TO: Accept a $1,393,308.75 FEMA Hazard Mitigation Grant, Award Number FM-5382-NV, and retroactively authorize the Grants Administrator to electronically sign the grant award acceptance; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Sharla Hales, Commissioner
SECONDER:	Danny Tarkanian, Commissioner
AYES:	Wesley Rice, Sharla Hales, Mark Gardner, Danny Tarkanian

COUNTY MANAGER

14. For presentation only. Announcements/reports/updates from County Commission members, including updates on the various boards and/or commissions that they may be a member of or a liaison to, or any other meetings/functions they have attended, and any request by a Commissioner for discussion of a future agenda item. (Chairman Gardner)

Chairman Gardner read the agenda item into the record.

Chairman Gardner speaks:
Commissioner Tarkanian has indicated he has nothing more. Commissioner Rice, did you want to?

Commissioner Rice speaks:
I have TRPA next week, as well as LTVA and TDVA. I am finally, I think, out of the hospital and I plan to stay out. Thank you.

Chairman Gardner speaks:
Very good. Thank you. Commissioner Hales?

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Commissioner Hales speaks:
I have three things I want to bring up; first, to our upcoming events that are really wonderful. Carson Valley Quilt Guild 2026 Quilt Show is June 6th and 7th, this weekend, from 10:00 AM to 4:00 PM at the Community Center and that is just a wonderful event that I have attended in the past that is, I would highly recommend. Second, the weekend after that, June 11th through 14th, Carson Valley Days is celebrating 250 years of freedom. Thank you to the 20-30 Club and everyone else involved. My third thing is not an event, but potentially a future agenda item regarding the process of this Board. And that is that for some time I've had concerns about the way we have first ordinance, first reading, for presentation only without action and typically we don't hear that item, it's just read into the record and it gives everyone notice technically that we have four weeks, hence a second reading coming, during which there will be a thorough presentation, deliberation, and possible action. So this meets a number of Open Meeting Law and other law requirements, but what it does is when we don't hear the first reading in full the community doesn't have the same kind of, doesn't have full information to be on notice whether they should be aware or involved. And when there are big changes, new things that are brought, we would serve the public better if we gave more information earlier on so that they could be aware and involved earlier on in the process. So in talking to, we have some constraints because that first reading, if we, well, at first reading everyone gets notice that there's an ordinance proposed. At second reading, if we make any substantive changes to that proposed ordinance we have to start all over with a first reading and sometimes that feels very inefficient because this Board doesn't really have any input until second reading. I mean, there are other ways of having input that meet the Open Meeting Law, but typically this Board doesn't have any input until second reading and I believe the public would be better served with a fuller explanation on these bigger issues, bigger changes, new things if we did a draft ordinance prior to the first reading of an ordinance such that staff could present information about why an ordinance is needed or what the concerns are and the Board can weigh in on their concerns and issues and also their desires. And then the staff would have that measure of the Board's input and the public's input and the public awareness before the first ordinance is drafted. So that is a proposal I would like this Board to consider making in the way we function that I think would bring greater public awareness to some of the bigger issues that we deal with. So I don't, I imagine that, all this to say, I don't know if we need an agenda, probably we need an agenda item to change the way we process new ordinances that make bigger changes in the County.

Chairman Gardner speaks:
Okay. So I share your thought process and concerns. And I think that's the difficult thing that we run into is if we want to make any amendment to an ordinance it has to go all the way back through the process, right? Presentation only, create an ordinance presentation only and then adoption and so if there's a method of maybe having somehow the ordinance in draft form come before us that we can then make adjustments and suggest amendments. And I thought we did this pretty much, I think we did this in our discussions regarding vacation home rentals a lot where we offered amendments and things and then they still had to come back to us. I'm not just looking at you. I'm just… No, no, I'm not. I'm just using that as an example. No, I'm done with VHRs. Okay. But you know what I'm saying. Okay. So that we can, you know, I think we need to sit down and try to look at that process if there is a process that's available to us and I'll respond to that in a second. I also wanted to indicate, I don't really have a, we met as an NACO board last Friday. We continue to, Vince Guthreau left us as our Chief Executive Officer a couple of months ago and has joined the Department of Conservation and Natural Resources with the Governor's Office and so that has left us a vacancy in the CEO position. We are actively recruiting for that. Our recruiting for that office will end at the close of business on June 25th and then our search committee will do its job and bring to the executive committee the applicants for that. So that process is open and so I want to alert the public if there's anybody interested in that, please go on the NACO website and you can find, pull down that data to and place it, make an application if you're so inclined and interested. I also wanted to indicate that since the last meeting, last Thursday, we've had a lot of community members, this is a good thing, we've had a lot of community members reach out to us. I know they've reached out to other Commissioners. They reached out to me regarding their interest in serving on that very important

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strategic Stormwater Task Force and I know that we're going to have more individuals that are interested in that than we can possibly have on a committee that could work through that process. You want to have a good committee size with a lot of different mindsets going into that, but at the same point in time you don't want it to be too large that it can't get any work done. But in that regard, if you're interested in that task force, I believe we're going to be bringing forth on the 18th of June a framework for creation of that task force. That's still in the works, so I'll just leave it at that. But if you're interested, there will be a method for you to apply and possibly be selected by this Board to serve on that task force and so that's important for our community. Lastly, in talking with our County Clerk-Treasurer, Amy Burgans, it's my understanding that our percentage of voters so far in the county, countywide, is very, your basic responsibility as a citizen of this country is to vote and I've always voted and I want to assure, I'm pretty sure that, well, you've been on the ballot every two years, so I'm sure you voted every two years.

Commissioner Tarkanian speaks:
You need to stop listening to my opponent's commercials, please.

Laughter was heard.

Chairman Gardner speaks:
Okay. But please, tomorrow is the last day of in-person voting and then, I should say in-person early voting at our Community Center, and then on Tuesday is the final day of voting. So please, please, if you haven't taken the opportunity yet, please get out and vote. Okay. And you had rebuttal.

Commissioner Tarkanian speaks:
No, I was going to say Douglas County has the highest voting percentage of any county except Pershing, who doesn't have a whole lot of residents, 0.1 percent more, so Douglas is actually…

Chairman Gardner speaks:
This year?

Commissioner Tarkanian speaks:
Right now.

Chairman Gardner speaks:
Wow.

Commissioner Tarkanian speaks:
Listen, if you want to know anything about the number of votes you ask me, I've been checking every five minutes. So actually, Douglas County has done a great job and I think our central committee here has really done a good job. Even, I shouldn't say just that because it's not only Republicans that have turned out at a very high number, the Democrat percentage here has also.

Chairman Gardner speaks:
I'm sorry I failed to mention, the last thing is, is that on June 18th, the reason we have these meetings here or at CVI or some other location at this time of year is because every two years the Clerk-Treasurer takes over the Historic Courthouse for the deconstruction of the ballots and so it needs to be a very secure location, understandably so, and that's why we're here today. In years past, we've had it at CVI at times also. But anyways, on June 18th we will be returning to our normal site, the Historic Courthouse, for our 10:00 regular meeting of the Board of Commissioners. With that, those are the last comments and we'll go to Closing Public Comment.

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15. CLOSING PUBLIC COMMENT (No Action)

Chairman Gardner speaks:
Is there anybody here who wishes to offer Closing Public Comment? I turned my microphone off.

Mimi Moss speaks:
Thank you, Mr. Chairman. I know that, I think Doug Ritchie was going to speak to the ordinance and the process for that and I thought I would offer my two cents worth. And so previously staff used to do two readings, the introduction and the adoption. And at introduction we did a full presentation to the Board and the Board could make any changes at that time, take Public Comment and then direct staff to make those changes for the introduction a month later. So you might want to think about revisiting that process. It's a little bit more lengthy for staff because you do two presentations, the introduction and then the adoption and then any changes. So it makes it easier for the Board. It doesn't have to come back to you as another presentation and another first reading and second reading.

Chairman Gardner speaks:
Thank you for that observation. And what I would indicate to that though is often the Board took action at that meeting also and that was the struggle is the taking of action and deliberation. So anyways, would you, is there any other Public Comment? I'll go to that and then I'll let Mr. Ritchie address that question. Sensing no other Public Comment, closing comment is ended. Mr. Ritchie, do you want to address that? Because you did say you wanted to do something and I overlooked that, my apology.

Doug Ritchie, Chief Civil Deputy District Attorney, speaks:
Thank you so much, Chairman. Sorry, I'm having a hard time speaking today. Ms. Moss is correct, that was the process for a long time. The problem that occurred though is that a lot of the members of the public would think that the introduction was the end of the discussion when NRS clearly indicates that the introduction, then it is published in the newspaper, it is provided to the Clerk's Office, so that everyone has an opportunity to know that there's going to be this discussion. Otherwise, what tended to happen, from my experience, my perception, is that the people who were in the know, who had a vested interest in whatever was coming knew about it and came, but the general members of the public didn't know. And there was an incident where the Board voted in favor of the introduction. For whatever reason, members of the public thought that that was the end of it and then when the actual hearing occurred a lot of people did not come and the vote changed and so members of the public felt, you know, I thought this was a done deal. So what could happen, and the Board, it's completely within the Board's discretion, the current Boards' norms and procedures gives the Chairman the ability to set the agenda. What could happen is we could continue to do the introduction as we do, you introduce it, it's just everyone knows what's going to happen and then at the hearing both the Members of the Commission, as well as the public, kind of see it for the first time, have a discussion and then because of these big items the Board could continue it to a date certain because that would satisfy the noticing requirements that occur for that second reading. So in essence, it would be like a third reading. But with a date certain you would be able to make those changes, bring it back without having to do the, in essence, a new first reading introduction and incur that delay. I hope that makes sense. But in essence, you'd have the first reading, second reading and if it was a matter of public interest or you wanted more feedback or changes, directions to staff, you could go back for another third reading on a date certain and then perhaps even a fourth hearing depending on what kind of changes the Board felt was necessary based on feedback. I hope that kind of clarifies things. Again, Ms. Moss is right, for a long time that's how we did it, but then there were a lot of problems that occurred, including transparency to the public. And I know that one of the paramount concerns for this Board is transparency and communication with the public.

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Chairman Gardner speaks:
Thank you, Mr. Ritchie, for that explanation. Commissioner Hales was indicating that might require an ordinance from this Board. I don't, a change of procedure of that nature, would that require an ordinance from the Board?

Mr. Ritchie speaks:
No, it would not be an ordinance. Right now, it's, NRS requires how, yeah, the process… The Board, through its norms and procedures, would be the only official way to change how that process works out. The only thing that's required is statutory.

Chairman Gardner speaks:
Okay. So we could take a look at that process and see if we can pencil something out. Okay, good. Okay. Thank you so much, I appreciate that. I already closed Public Comment. So with nothing else on the agenda, it's 3:24 PM now, the meeting's adjourned.

16. ADJOURNMENT

There being no further business to come before the Board of County Commissioners, the meeting adjourned at 3:24 PM.

Respectfully submitted:

_____
Mark Gardner, Chairman
Douglas County Board of County Commissioners

ATTEST:

_____
Amy Burgans, Clerk-Treasurer

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DRAFT

The Regular Meeting of the Board of County Commissioners was held on Thursday, June 18, 2026, 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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1. CALL TO ORDER

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

COMMISSIONERS PRESENT:
Mark Gardner, Chair
Nathan E Tolbert, Vice Chair – *via Zoom*
Danny Tarkanian, Commissioner
Sharla Hales, Commissioner

COMMISSIONERS ABSENT:
Wesley Rice, Commissioner

STAFF PRESENT:
Amy Burgans, Clerk-Treasurer
Jenifer Davison, County Manager
Doug Ritchie, Chief Civil Deputy District Attorney
Nicki Leeper, Assistant County Clerk
Taylor Tobias, Deputy Clerk

2. PLEDGE OF ALLEGIANCE

Led by Clerk-Treasurer, Amy Burgans.

3. PUBLIC COMMENT (No Action)

Chairman Gardner speaks:
So because of Vice Chairman Tolbert's remoteness, I've asked Commissioner Hales to move over and be our timer today. So the first item, as usual, is Public Comment. Public Comment is limited to three minutes per speaker unless additional time is granted by myself. We use timing lights, so when you…
We ask you to approach the podium, print your name so that we can have that clearly into the record, state your name, once you state your name, then Commissioner Hales will start your three minute time. When it gets down to 30 seconds, you'll hear a beep and it'll turn yellow. And then after three minutes, you'll hear an obnoxious beep, which will be red, and we ask you to please conclude your comments and 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 Public Comment. If you plan on speaking to a specific agenda item that is on the Administrative Agenda and identified for possible action, we ask you to please provide your Public Comment at that time unless you need to leave. And then please provide that during this Opening Public Comment portion of the meeting. If you wish to speak in regards to items that are on the Administrative Agenda but marked for presentation only, I'm not sure if we have any, quite frankly, one proclamation, if you want to speak on that, then you're welcome to do so during the Opening Public Comment portion. So with that being said at this time, we'll entertain Opening Public Comment.

Linda Mae Hivert speaks:
Good morning. The Minden Tahoe Airport is making a major update to their Airport Master Plan. We want to invite everyone to a public open house at the Community Center, the Douglas County Community

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Center, a week from today, next Thursday from 4:00 PM to 6:00 PM. And we look forward to seeing everyone there. To learn more, make comments and contribute to the Airport's future.

Chairman Gardner speaks:
Thank you.

Sandie Howard speaks:
Good morning. I've lived next to Smelter Creek since 1990…

Chairman Gardner speaks:
Can you pull the microphone down towards you?

Ms. Howard speaks:
Sure.

Chairman Gardner speaks:
Thank you.

Ms. Howard speaks:
Is that better?

Chairman Gardner speaks:
You want to start her time?

Ms. Howard speaks:
Hi. I have lived next to Smelter Creek since 1995 and have experienced many significant flow events, and I know how this creek behaves. In 2011, you can see clearly, Smelter Creek how it's defined, bends and curves that accommodate the flow to slow it down, and also a secondary. Around 2019-'20, we noticed a sudden significant change in the creek's behavior. A new offshoot appeared running through our neighbor's backyard, then through ours. Water would pool in our backyard from time to time and then the flow would go on to the neighbors to the west of us. We repeatedly wondered why the flow had changed so drastically where the new offshoot had originated from. And that's this one right here. You can see the new offshoot and then this is my yard here. So it would run through here, through Mindy's, through ours, pool here and then on to the next neighbor. By 2023, several of the high flow events that were heavily built up sediment in the creek. We repeatedly asked the County to clean out the channel and were told not going to happen. And then this 2023 aerial view shows the significant, okay, I've already showed that. Then came the flood of 2025. In December of 2025, work had begun on Buckskin for the $350,000 clean out project. While myself and my immediate neighbors had not received the agreement as yet. Then I started to ask around who had received it and wow, what I had learned about what had been done on Buckskin the previous years explained the mystery behind the new offshoot that ran through my yard. This is what they built on Buckskin; this culvert pipe, it failed in 2019 and in 2021 they rebuilt it, putting in three smaller culvert pipes. These so-called road construction crossings built across the dip section of Smelter Creek at Buckskin were a disaster. They fundamentally altered the creek's natural flow, creating a new flow pattern. Although the County finally removed the culverts in 2023, the damage had already been done. The creek channel had been reshaped, sediment had accumulated and the drainage system had been permanently changed. So you can see all the road and the sediment, rocks, dirt, and then this is the flood. From what I see in over three decades, is clear to me that what the County had done on Buckskin directly contributed to what had been happening to Smelter Creek as channel, as sediment buildup. And the new offshoot of our property and ultimately flooding the impact that now affects everyone. Thank you.

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Chairman Gardner speaks:
Thank you.

Rachel Christensen speaks:
I've repeatedly attended these BoCC meetings to express my great concern over the partial restoration that was done on Buckskin. Since you have shown no concern and come out to see for yourself, I thought I would bring the photos of what it looked like before and what it looks like now today. We're very concerned that this is going to flood these next homes, as you just saw in hers where the water is now directing. This right here was the day before it was cleaned out, this is today. All of that water is heading straight towards these homes from the County's cleanup, from the Stormwater's restoration project that you guys approved. To follow up on what Sandie spoke of, we recently submitted a FOIA request for documents pertaining to the culvert pipes put over Smelter Creek at Buckskin. We received the following response from Courtney Walker; in 2019, the Douglas County Road Department installed two culvert pipes and constructed a road over them. At that time, the Stormwater division had not yet been established. The project was undertaken because Buckskin Court became inaccessible during rain events, requiring Road Department staff to clear the dip section after each storm to maintain access for residents and emergency vehicles. In 2021, the County Stormwater division removed its original road and culverts at Buckskin and installed three new culverts with a newly constructed road. This upgrade was intended to address the significant drop offs created by the earlier installation and to improve overall safety. In 2023, water began backing up and flowing more slowly along Smelter Creek due to the culvert's restricting flow. As a result, the culverts were removed. There is no environmental impact statement, no engineer project proposal, no return on investment analysis. The total cost of the project, the Road Department funded the initial installation under Mike Davies, the project lead. The Stormwater Department funded the culvert installation. Because neither phase of the work was tracked under a project number, determining the total project cost is unclear. Any other documents pertaining to this project? No, there are no other documents. I would like to point out the following; Stormwater Department was funded in 2018, as Courtney stated in 2019, the Stormwater division was not yet established. Yet we actually have the license agreement signed by Courtney Walker in 2019 Stormwater maintenance with her signature when they cleaned that out. Other streets in the area were also inaccessible, but they never worried about cleaning those out. Courtney also admits that she knew that this was causing problems. When asked about cleaning out the other areas, she said it was not going to happen. No engineering or documents required for Stormwater projects, is this the norm? And also, it is the norm where departments do not have to keep track of spending on projects they do using our taxpayer dollars?

Chairman Gardner speaks:
Thank you.

Ken Douglas speaks:
Good morning. I live on the east side of this Valley. While we did sustain some flood damage, it pales into, insignificance compared to what this lady just presented. I'm here for one reason, I believe that the initial Board's position of appointing a task force to study this issue is not the answer. The answer lies with you Commissioners, this is what you are elected to do, this is your burden. And I just am fearful that this will end up just like the Grace Commission report many years ago in Washington, DC, so I'm calling on you folks today to just assume the responsibility you were elected for. Be big. Thank you.

Chairman Gardner speaks:
Thank you.

Kim Magary speaks:
I'm back here. I guess you all are very familiar with the flooding in our area; our flooding was actually created by the County. The County subdivided 200 and something acres to the west of us and at the time

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when they subdivided in multiple documents, it says that that channel was to be turned into an easement. It was recorded on their map that the homeowners had a duty to maintain that channel, that it's not allowed to be rerouted. I'm sure you're all familiar with the big presentation that I did up here. However, that has not happened. You guys all map that back out for those citizens and they have not put that channel back as they should. I know that Tom Dallaire has gone out and walked it and sent pictures that the two inches of berm that they created will convey 918 gallons of water per second. But it will not; we are sitting ducks for more flooding and this is something the County needs to address. There's no reason why we have a flood manager that can't walk these channels once a year prior to the winter to make sure that they can convey water. If you are all going to let this County subdivide land and the BOC at the time approved it next to existing homeowners where you know there's flood water, you need to take responsibility to make sure that water, flood water then stays in a channel. To tell us, and the Engineer make up stories about it being alluvial fan back in the day, that was fine. But the second that you put all those homes on there, it then became a liability. In the last County meeting that I saw where Ms. Walker talked about all the projects, our project is on there; I can't remember what number it is. But she basically told you all that it would require you to purchase all seven, if not 11 properties to then go back on and make the easements that were signed off, that they were made in order for you to touch that channel. There is no reason that we as county citizens need to go buy 11 over $1 million dollar properties to fix the clerical error that didn't make it from the Conditions of Approval to the subdivision map. That is nonsense, that is a lot of wasted County taxpaying dollars. And for you guys to do nothing to have it fixed. We didn't have to agree, I know that was a comment that we didn't agree with the homeowners. We don't have to agree. They have rules, the BoCC made the rules when they subdivided the land. Somebody needs to go out and check that channel. It needs to be engineered back to the standards that was required when it was subdivided and all the rules need to be followed. For you guys all to throw up your hands and say nobody can do anything because the word easement didn't make it from the Conditions of Approval onto the map is ridiculous. And if we're going to make a task force, I'm sure there's more areas like this that were basically created by the County. Our flood problem was created by the County because when they decided to put all those seven homes coming down the hill, they should have channeled that water that used to alluviate out according. Although there's no documents ever, even from before the subdividing of the land, that it was ever an alluvial fan; the USGS maps are very clear that it was always a channel. Thank you.

Chairman Gardner speaks:
Thank you.

Robert Byren speaks:
Good morning, Commissioners. I live in Hidden Woods in Douglas, Tahoe Douglas Township and I'm here to respectfully oppose any Stormwater fee applied to residents in Lake Tahoe's East Shore. In my written comment, I laid out four core objections to the proposal as it applies to Tahoe Basin. First, property owners are here or here already comply with TRPA's best management practices which come with real regulatory and financial obligations. We're not starting from zero. Second, the basin's closed hydrology. Our own investments in fine sediment runoff control, the near zero flood risk and the County's user funded wastewater export system all point to the same conclusion, additional stormwater controls simply aren't needed here. Third, the proposed fee uses crude aerial coverage data while ignoring the science based land coverage determinations that the TRPA already uses to govern our properties. And fourth, setting up a parallel jurisdiction ignores the preemptive authority of a federally ratified bi-state compact agency over environmental regulation within the basin. Let me make those points concrete with two examples; in 2006, Hidden Woods built a sophisticated stormwater drainage system at the terminus of Hidden Woods Drive. A County maintained road including a barrier island and an acceleration/deceleration ramp off US Highway 50. That project was funded by a $330,000 Nevada State Lands grant and a $10,000 special assessment on each HOA member, a total of $550,000. Douglas County taxpayers paid nothing. At my own home in 2017, I spent over $450,000 on permeable pavers, linear drain and dry well and crushed

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stone perimeter. All part of a snow removal system built specifically to eliminate fine sediment runoff in compliance with TRPA standards. My land coverage now sits at under 3,500 square feet, well within my 3,900 square foot TRPA allocation. My property meets every TRPA requirement. As a member of the Hidden Woods Architectural Committee for the past ten years, I can tell this Board directly, every application for external improvements in our HOA during that time has met the same rigorous stormwater and sediment standards. The residents of Hidden Woods and the broader east shore have spent their own money, followed demanding environmental rules and delivered measurable results without drawing on County resources. And imposing a new fee on top of that track record isn't sound policy, it's double billing. I respectfully urge this Board to exclude the Lake Tahoe Basin and Hidden Woods specifically from the proposed Stormwater Utility district. Thank you.

Chairman Gardner speaks:
Thank you.

Steve Mundy speaks:
Commissioners, I have a request before my time starts. My neighbor and I have prepared a statement and for continuity purposes, I'd just like to be able to allocate his time and read the statement as one.

Chairman Gardner speaks:
I'm sorry, but we allow three minutes per person. So you can speak and then when you're finished, then he can have his three minutes, okay? Thank you.

Mr. Mundy speaks:
His voice is much better than mine anyway. The speed reduction on East Valley Road from 45 miles per hour to 35 miles an hour is a solution looking for a problem. In fact, it is a solution looking to make more problems. Sheriff Coverley testified that there is no issue with accidents given the current road conditions and environment, so what exactly are you trying to accomplish? What are the goals for this speed reduction, do you have a plan to measure the effectiveness of achieving those goals? Do you have a plan to make adjustments if the goals are not met? During the first reading, Commissioner Tolbert asked what is the basis behind this proposal. Director Ritger stated that it is a combination of road conditions and more homes on East Valley that have direct access. Perhaps the real, I'm sorry, the ordinance, this ordinance is based on pure conjecture, it is a false and unsubstantiated narrative. Perhaps the real goal here is to avoid properly maintaining East Valley Road and completing the key projects identified in the 2017 Transportation Plan. This ordinance is a perfect example of laws don't have to make sense, they just have to make someone feel good. The lower speed limit will encourage more bicyclists on the road. With little to no shoulder for bicyclists, this will cause unsafe passing and will likely result in accidents with bicyclists. What is the County's plan if that happens? In 2006 when the East Valley was fully paved, it was considered a bypass road. In subsequent transportation plans, including the 2017 plan, a primary focus has been to reduce traffic, especially truck traffic, on 395 through town by creating bypass roads such as East Valley. The failure of the County to fund most of the key projects in the 2017 plan is pushing more traffic through the downtown area on 395. Specific projects include improving East Valley Road and north of Buckeye and connecting East Valley to Johnson Lane to the west of Fremont. The bigger issue here is that this speed change on East Valley goes against the larger Douglas County Transportation Plan and the Douglas County Strategic Plan. By continuing to restrict traffic flow on East Valley and not finishing Muller Parkway, you are pushing more traffic back to 395 and Buckeye. Again, does the County have a plan to assess the impact of the ordinance on this level of service along 395 and Buckeye? In the second reading, Director Ritger verbally shared the speed data for the 45 mile per hour zone. This 85 percentile threshold reflected speeds of 54 to 55 miles per hour. Lowering the zone to 35 miles per hour is a 35 percent reduction. This is clearly considered a speed trap where the posted speed limit is not supported by recent traffic surveys. Thank you.

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John Leonti speaks:
Hi. I'm amazed that the three yes Commissioners completely dismissed Commissioner Hales' feedback, especially considering this ordinance impacts her district constituents. This speed change was made in haste without considering facts and feedback from those residents most impacted. Commissioner Hales asked Director Ritger if the speed is set too low, will drivers get frustrated and pass when it is not safe? Director Ritger stated that somewhat behind the 85 percent idea, in other words, yes, absolutely. Commissioner Hales also suggested that the Commissioners wait six months to see what happens after trucks are prohibited. I further suggest that this ordinance should have been considered only after Muller Parkway is completed.

Chairman Gardner speaks:
Thank you. Additional Public Comment?

Dave Wetzel speaks:
Good morning, Commissioners. Douglas County. I've had conversations with several people and it's been three weeks since half the county showed up to say hi to you. I'm wondering if we have a schedule for the maintenance of the culverts? That's my question, does anybody have a schedule yet of when these culverts? I just hear it should be walked, should be looked at. I've sent pictures, do you have a schedule? No. I'm going to assume that's a no.

Chairman Gardner speaks:
Mr. Wetzel, this is not a question and answer period.

Mr. Wetzel speaks:
Okay.

Chairman Gardner speaks:
This is for Public Comment and we will get you the answer to that question later on.

Mr. Wetzel speaks:
Perfect.

Chairman Gardner speaks:
Okay, thank you.

Mr. Wetzel speaks:
Wonderful. I'd like to remind the Commissioners as well that the first point on the Douglas County Republican platform is to not approve any taxes or fees without a vote of the people. Thank you.

Chairman Gardner speaks:
Thank you, Mr. Wetzel.

Laurie Lile speaks:
Hi, good morning. I have no issues; I did want to spend a few minutes in representing the Carson Valley Quilt Guild. We had our quilt show the weekend of June 7th and 8th, 6th and 7th, whatever, first weekend in June. It was an incredibly successful show, we had more than 900 residents and visitors come and go through our display of quilts, very successful. But it wouldn't have happened without the incredible support and generous participation of the staff at the Community Center, that staff is amazing. They are welcoming, they are professional, they have done nothing but be of assistance and help and support to us in putting on this event. So I did want to recognize Scott Doerr, Cole Cline, Laura Cline, Sandy, Heather, Rachel, all the staff that's there that serves the public every day with a smile, with professionalism, and

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compassion. So thank you so much for setting the example. It comes from the top, it comes from the administration, it comes from the Board of Commissioners. You guys are prioritizing public service and community support, so I thank you for that. I also want to recognize the Board. I've heard lots of very important and difficult issues just in the last 20 minutes. You have a very difficult job and I do want to express my appreciation for your willingness to sit there and try to resolve these issues. It's not everybody who can take that kind of pressure and do it with grace and professionalism. So thank you very much.

Chairman Gardner speaks:
And Ms. Lile, I want to take an opportunity to thank you for your participation as a Member of our Planning Commission. So you face similar consequences at each of your meetings.

Ron Conway speaks:
Good afternoon, or good morning, it's not afternoon yet. Johnson Lane. First off, let me say I support the 35 mile an hour speed limit, nobody's ever going to change my mind about that. We're going to see rewards down the road. Let's talk about the stop sign on Fremont and Johnson. I'm not going to give up on that and the situation is going to get worse. The folks that run the mine out there have re-graded the road and chip sealed it. So now it's a very smooth, flat, nice road, almost what Fremont used to be, but you can go really fast now. There's no transition from a dirt road to Johnson Lane; used to be a pretty good bump there, not anymore. You can hit 40 miles an hour easy coming out of that BLM. That's going to put people on that first section of road at 25; they're going to be going awful fast. Not just the trucks, I'm not complaining about the trucks, I can stand at my fence and they slow down. It's funny, you've all seen it. It's the cars, the kids at night, the RV trailers, the guys pulling UTVs. We watch them go up through there at 35 and 40 miles an hour. Now it's going to get worse; you've got people who have dogs and children on that last block that play in their yard outside. That stop sign is going to make a whole lot of difference at this point. Thank you.

Chairman Gardner speaks:
Thank you. Is there additional Public Comment? Not seeing any additional Public Comment, I'll bring it back to the Board. Number one, I wanted to take a moment to talk about a tragic accident that occurred in our county a week or so ago, a little bit over the that. And an answer to Mr. Wetzel, did you want to address that?

Jenifer Davidson, County Manager, speaks:
Thank you, Mr. Chairman, Members of the Commission. There are a number of factors that play into when we schedule our Stormwater assets for maintenance. We typically do work at multiple points of the year in anticipation of the coming season and anticipated major weather events or after major weather events on many of these assets. So there is not, to my knowledge, a set date in which these assets are scheduled for maintenance but I am providing this feedback to the team. Additionally, we have launched an interactive GIS viewer with all of the County's Stormwater assets identified on a map that the public can view and click on. Each of those assets includes a date when they were last inspected and maintained and a picture. Many of them, I believe, have before and after pictures. So if you're curious about when something was last maintained, you can log in and view that information and you can see the before and after photo. If a member of the public has a concern regarding the state of a piece of Stormwater infrastructure, I'd encourage you to reach out to our Stormwater team or to my office and we'd be happy to bring it to the attention of staff. Thank you.

Chairman Gardner speaks:
That interactive is on our website?

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Ms. Davidson speaks:
Yes, sir. I'm sorry I didn't complete my sentence there. Yes, that interactive Stormwater map can be accessed from our website.

Chairman Gardner speaks:
Okay, thank you, appreciate it. So as I mentioned, a week and a half ago, a young man, 16 years old, resident of Topaz Ranch Estates, was on a moped with his girlfriend and failed to stop at a stop sign. And it was a two way stop; the reason it's a two way stop is because the elevation of Slate Road in TRE does not allow for either the uphill or the downhill stop signs because of possible weather conditions would not allow vehicles to stop anyways. Unfortunately, the 16 year old did not see a vehicle that was traversing Sandstone and ran into it and was pronounced dead on the scene. His girlfriend was air flighted into Renown in Reno with head injuries, but from what I understand, is expected to survive. So what I want to indicate is that we all enjoy the fact that this is a rural county and I think we want to remain so, at least that's what I gather from our residents. We have a lot of ATV, UTV off road vehicles, mopeds, motorbikes, what have you, running around our county and accessing the town from the rural community or out outskirts, East Valley, whatever. I don't know that we want to eliminate that aspect. So I guess what I'm asking is for our public to be aware that these things are occurring and can occur and be more cognizant. This is a 25 mile an hour zone in a residential community. I don't know that there was any illegal motion of the car and I don't know how fast the moped was traveling. But it was a very unfortunate accident and they're going to happen. So I just ask our community to be cognizant of this, be more careful and try to respect the speed limits that are in place. And also, the traffic control devices, stop signs and whatever have you because we don't want to lose any lives to this type of accident. So that's all I have for Public Comment.

4. APPROVAL OF AGENDA

MOTION TO: Approve the agenda; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Sharla Hales, Commissioner
SECONDER:	Danny Tarkanian, Commissioner
AYES:	Sharla Hales, Mark Gardner, Danny Tarkanian, Nathan E Tolbert

APPROVAL OF PREVIOUS MINUTES

5. For possible action. Discussion to approve the draft minutes of the regular meeting of May 7, 2026, of the Board of County Commissioners.

MOTION TO: Approve the draft minutes of the regular meeting of May 7, 2026, of the Board of County Commissioners; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Danny Tarkanian, Commissioner
SECONDER:	Sharla Hales, Commissioner
AYES:	Sharla Hales, Mark Gardner, Danny Tarkanian, Nathan E Tolbert

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CONSENT CALENDAR

MOTION TO: Approve the Consent Calendar Items A-Ll; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Sharla Hales, Commissioner
SECONDER:	Danny Tarkanian, Commissioner
AYES:	Sharla Hales, Mark Gardner, Danny Tarkanian, Nathan E Tolbert

6. CONSENT ITEMS

A. For possible action. Discussion to approve a $20,000 Sponsorship Agreement with the Carson Valley Visitors Authority (CVVA) and authorize the County Manager or Public Works Director to execute the agreement and any related documents. The proposed agreement provides that CVVA, in partnership with RAD Strategies, will develop, coordinate, implement, manage, and report on strategic planning and paid advertising efforts in support of the marketing plan and sponsorship fulfillment activities for the upcoming 2026 Minden-Tahoe SkyFest. (Heather MacDonnell, Airport Manager)

B. For possible action. Discussion to approve a $15,000 Performance Agreement with Jim Gibson Airboss and authorize the County Manager or Public Works Director to sign the contract and any related documents. The proposed agreement will secure the audio system required for demonstration performances for the upcoming 2026 Minden-Tahoe Skyfest Airshow. (Heather MacDonnell, Airport Manager)

C. For possible action. Discussion on the Outdoor Festival License application submitted by Caesars Entertainment for the Lake Tahoe Summer Concert Series (2nd Application) to be held July 8, 2026, through September 19, 2026, from 5:00 PM to 11:00 PM, at Lake Tahoe Amphitheatre at Caesars Republic, 18 Highway 50, Stateline, Nevada. (Amy Burgans, Clerk-Treasurer)

D. For possible action. Discussion and review of the Douglas County Treasurer's Monthly Statement for April 2026 submitted per Nevada Revised Statutes 354.280(2). (Amy Burgans, Clerk-Treasurer)

E. For possible action. Discussion to accept and verify the May 28, 2026, Property Tax Sale Return Report and affidavit of the Clerk-Treasurer per Nevada Revised Statute 361.595. (Amy Burgans, Clerk-Treasurer)

F. For possible action. Discussion on the Douglas County April 2026 Investment Report submitted per Douglas County Code 3.02.040. (Amy Burgans, Clerk-Treasurer)

G. For possible action. Discussion to accept the cumulative voucher sheets submitted under NRS 244.210 for checks and electronic fund transfers issued for the 4/3/26 Payables, 4/3/26 Payroll, 4/8/26 Payables, 4/10/26 Payables, 4/16/26 Payables, 4/17/26 Payables, 4/17/26 Payroll, 4/22/26 Payables, 4/24/26 Payables, 4/27/26 Payables and 4/27/26 Utility Refunds. (Amy Burgans, Clerk-Treasurer)

H. For possible action. Discussion to accept an increase of $62,204 to the current Community Services Block Grant (CSBG) award from the State of Nevada, Department of Human Services, increasing the total amount of the award to $114,839, and to authorize the County Manager to sign Subaward Amendment #2. (Brook Adie, Community Services Director)

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I. For possible action. Discussion to retroactively approve the Douglas Area Rural Transit (DART) Public Transportation Agency Safety Plan (PTASP), as required for compliance with Federal Transit Administration (FTA) safety and grant requirements, including FTA Circular 5010.1F and 2 CFR Part 200, in order to maintain eligibility for federal transit funding, and authorize the County Manager to sign the PTASP. (Amanda Reid, Community Services Manager)

J. For possible action. Discussion to approve a $179,675 budget transfer within the Social Services Fund for Fiscal Year 2025-26 utilizing salary and benefits savings to partially fund indigent long-term care costs incurred by Douglas County in accordance with Nevada law. (Brook Adie, Community Services Director)

K. For possible action. Discussion to adopt Resolution 2026R-030, authorizing a grant of up to $125,000 per year from Douglas County to the Carson Valley Conservation District for Fiscal Years 2026-2027, 2027-2028, and 2028-2029 for weed control and administration expenses. (Brook Adie, Community Services Director)

L. For possible action. Discussion to adopt Resolution 2026R-011, a resolution amending the Douglas County Animal Case and Services Operations Manual by, among other things, correcting and clarifying information throughout; adding a new "Office Specialist" position description; revising and relocating a section pertaining to volunteers; clarifying policies related to animal transfers and adoptions; amending provisions related to feral cats and the Trap, Neuter, and Return ("TNR") program, and adding new or increasing existing Animal Services fees. (Brook Adie, Community Services Director)

M. For possible action. Discussion to approve the updated Douglas County Plan for the Provision of Indigent Defense Services. (Brian Filter, Director of Indigent Defense)

N. For possible action. Discussion to approve four, one-year indigent legal services contracts with Matt Ence, Max Stovall, Matt Stermitz, Justin Clouser, Jason Gunnell, Patrick Ferguson, and Alexis Duecker, in the not-to-exceed amount of $265,000 per contract, and $450 per day for weekend and holidays for each bail hearing they attend, or are available to attend, effective July 1, 2026, through June 30, 2027, and to authorize the County Manager to execute the contracts. (Brian Filter, Director of Indigent Defense)

O. For possible action. Discussion to approve an hourly contract with attorneys Matt Ence, Max Stovall, Alexis Duecker and Justin Clouser to provide indigent defense services for only 432B cases at an hourly rate of $175, with a not-to-exceed amount of $15,000 each, effective July 1, 2025, through June 30, 2026, and authorize the County Manager to sign any required documents. (Brian Filter, Director of Indigent Defense)

P. For possible action. Discussion to approve a contract with Northern Nevada Legal Aid at flat fee of $25,000 for representation of minor children in NRS 432B cases for Fiscal Year 2026-27, effective July 1, 2026, through June 30, 2027, and authorize the County Manager to sign any required documents. (Brian Filter, Director of Indigent Defense)

Q. For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through May 15, 2026, per Nevada Revised Statute 251.030. (Kathy Lewis, Chief Operating Officer)

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R. For possible action. Discussion to adopt Resolution 2026R-038, authorizing the distribution of transient occupancy taxes collected in the Room Tax fund to the Carson Valley Visitors Authority, in an amount equal to 5/8 of the 1% transient occupancy tax collected, and 3% of the transient occupancy tax, less a 1% administrative fee, for Fiscal Year 2026-27, per Douglas County Code sections 3.14.020(A) and 3.12.020(A). (Kathy Lewis, Chief Operating Officer)

S. For possible action. Discussion to rescind Resolution 2026R-022 in Fiscal Year 2025-26 due to a noticing error and adopt Resolution 2026R-041 in Fiscal Year 2025-26 to augment the General Fund by $45,000. (Kathy Lewis, Chief Operating Officer)

T. For possible action. Discussion to rescind Resolution 2025R-101 in Fiscal Year 2025-26 due to a noticing error and adopt Resolution 2025R-039 in Fiscal Year 2025-26 to reappropriate various Douglas County fund budgets for prior year projects and purchase orders committed, but not expended, in Fiscal Year 2024-25, in the total net amount of $102,571,287, across all funds as detailed in the resolution. (Kathy Lewis, Chief Operating Officer)

U. For possible action. Discussion to adopt Resolution 2026R-035 augmenting the Fiscal Year 2025-26 budget by increasing expenditure authority by $900,109 in the following funds: Social Services Fund, Gardnerville Ad Valorem Capital Projects Fund, Town of Minden Water Fund, Town of Minden Capital Equipment Construction Fund, Stormwater Management Fund, and Stormwater Enterprise Fund. (Kathy Lewis, Chief Operating Officer)

V. For possible action. Discussion to approve a Fiscal Year 2025-26 budget transfer totaling $39,000 in the General Fund. (Kathy Lewis, Chief Operating Officer)

W. For possible action. Discussion to adopt Resolution 2026R-040 to roll forward $1,470,000 of budgetary authority for grants from Fiscal Year 2024-25 to Fiscal Year 2025-26. (Kathy Lewis, Chief Operating Officer)

X. For possible action. Discussion to adopt Resolution 2026R-037, authorizing the distribution of Fiscal Year 2026-27 transient occupancy taxes collected under NRS 244.3352-1(b) in the Room Tax fund to the Lake Tahoe South Shore Chamber of Commerce, in the amount of $75,000, and the remaining funds to the Lake Tahoe Visitors Authority per Douglas County Code 3.14.020(A). (Kathy Lewis, Chief Operating Officer)

Y. For possible action. Discussion to approve a $20,000 Fiscal Year 2025-26 Purchase Order with Journal Technologies, Inc., under Project 26G11, to implement the Administrative Office of the Courts (AOC) Nevada Courts Data Warehouse system. (Delores Goelz)

Z. For possible action. Discussion to retroactively approve a $59,480 emergency contract with Jacobs Engineering Group, Inc. to replace the failed DMZ server for the Water and Sewer Utility SCADA system, and authorize the Director of Public Works to execute the contract and change orders up to 5% of the original contract price. (Rick Robillard, Deputy Public Work Director)

Aa. For possible action. Discussion to approve a $681,408 purchase order with Recon Healthcare Services by the Douglas County Sheriff's Office for Fiscal Year 2026-27. (Undersheriff Ron Elges)

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Bb. For possible action. Discussion to approve Fiscal Year 2026–27 blanket purchase orders for the Douglas County Sheriff's Office as follows: (1) $220,000 with Sysco Corporation for the purchase of food and kitchen supplies for the Douglas County Jails, with authorization for change orders up to 10% of the original purchase order amount; (2) $ 50,000 with Salt Lake Wholesale Sports for the purchase of ammunition, with authorization for change orders up to 10% of the original purchase order amount; and (3) $54,000 with Bob Barker Company, Inc. for the purchase of inmate clothing and supplies, with authorization for change orders up to 10% of the original purchase order amount. (Undersheriff Elges)

Cc. For possible action. Discussion to approve a $355,046.82 purchase order with Axon Enterprises, Inc. for the Douglas County Sheriff's Office for Fiscal Year 2026-27. (Undersheriff Ron Elges)

Dd. For possible action. Discussion to authorize the County Manager to sign the renewal of five blood draw nurse/phlebotomist contracts to provide blood draw services to the Douglas County Sheriff's Office (DCSO) for a three-year period beginning July 1, 2026, to June 30, 2029. (Undersheriff Elges)

Ee. For possible action. Discussion to approve the Second Amendment to an Agreement with TactiTronics LLC to increase the contract price by $49,990, to a maximum of $164,796, to cover an additional scope of work, including radio site engineering, installation, RF troubleshooting, mobile radio installation, and code plug programming; and authorize the Chief Information Officer to sign the Second Amendment to the Tactitronics contract. (Griffin Kale, Technical Lead Networks & Infrastructure)

Ff. For possible action. Discussion to approve the purchase of RAM upgrades for Sheriff's Office workstations, in an amount not to exceed $ 14,960, and authorize Chief Information Officer to execute all related purchase documents. (Griffin Kale, Technical Leads Network & Infrastructure)

Gg. For possible action. Discussion to approve the procurement and deployment of standardized computer hardware, monitors, and docking stations for the Douglas County Library System from Dell, an authorized vendor, in an amount not-to-exceed $75,000, to modernize 45 staff and public workstations at the Carson Valley and Lake Library branches; and authorize the Chief Information Officer to execute all required documents. (Tanner Laird, Technical Lead)

Hh. For possible action. Discussion to approve Public Works annual purchase order requests for Fiscal Year 2026-27 for the following vendors over $50,000: Cummins Sales & Service - $54,835 (facilities, water, sewer & regional); F & B Inc - $99,999 (Tahoe Transportation); Factory Motor Parts - $99,000 (fleet); Home Depot - $64,550 (facilities, roads, fleet, water & sewer); Qual- Econ USA -$286,518 (facilities, social services, library & sewer); Sierra Controls LLC - $50,000 (water & sewer); Thatcher Co - $156,000 (water & sewer); Western Nevada Supply - $ 205,000 (water meters); Western Nevada Supply - $101,500; Hajoca Corp $48,000 (Cla-Val parts - water); Hajoca Corp - $31,000 (water, sewer, roads & facilities). (Nicole Hubbard, Administrative Services Manager)

Ii. For possible action. Discussion to approve a $71,749 contract with SoSuTV Corporation for public meeting broadcasting, livestreaming, and meeting support services, effective July 1, 2026, through June 30, 2027. (Jenifer Davidson, County Manager)

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Jj. For possible action. Discussion to approve two contracts between RAD Strategies and Douglas County for Fiscal Year 2026-27. The first contract is to support the Community Relations team within the County Manager's Office for $33,600 and the second contract is to support the Sheriff's Office as the Public Information Officer for $50,000. (Kathy Lewis, Chief Operating Officer and Ron Elges, Undersheriff)

Kk. For possible action. Discussion to approve the purchase of three new 2024 Ford F-150 Police Responder vehicles and one new police model 2025 Ford Explorer from Capital Ford by the Douglas County Sheriff's Office, at a total cost of $207,113. (Undersheriff Elges)

Ll. For possible action. Discussion to retroactively accept Subaward Amendment #2 of the Aging and Disability Services Division (ADSD) grant award, which reduces the amount of the grant award by $50,342.81 and reduces the County's match obligation amount by $7,551.00, for the time period of July 1, 2025 through June 30, 2026, and authorize the County Manager to sign Amendment #2. (Brook Adie, Community Services Director)

ADMINISTRATIVE AGENDA

7. ITEM(S) PULLED FROM THE CONSENT AGENDA WILL BE HEARD AT THIS TIME – none

PRESENTATIONS

8. For presentation only. Ceremonial presentation of Proclamation 2026P-044, proclaiming the week of June 22, 2026, through June 28, 2026, as "National Pollinator Week" in Douglas County, Nevada. (Mary Martin and Joann Kleintjes, Master Gardners with UNR Cooperative Extension)

Chairman Gardner read the agenda item into the record.

Commissioner Hales read the proclamation into the record.

To review the complete proclamation please see the Agenda Packet material.

Applause was heard.

Joann Kleintjes, UNR Cooperative Extension Master Gardner, speaks:
Thank you. Actually, you said everything I was going to say. So I'm just up here as a member of the Bee and Pollinator Club to say thank you to the Commissioners for recognizing the pollination month and how important it is to our community and health.

Photos were taken.

Chairman Gardner speaks:
Looks like you're wearing lavender also, which is a very important herb in our community.

RESULT:	**PRESENTATION HELD.**

UNAPPROVED

COUNTY MANAGER

9. For possible action. Discussion regarding the creation of a Stormwater Utility Taskforce to assist the County Manager and the Board of County Commissioners to evaluate options and develop recommendations responsive to community concerns related to the Douglas County Stormwater Utility. (Jenifer Davidson, County Manager)

Chairman Gardner read the agenda item into the record.

Chairman Gardner speaks:
Before she goes into that, I wanted to make a short statement. So if you'll bear with me, please. And I titled this avoided unintentional consequences. Once again, avoided unintentional consequences. And I thank you for your attendance today. As we enter a fresh new phase of attempting to resolve a decades old issue here in Douglas County, we are today looking at creating a Stormwater Task Force made up of citizens, business owners, water purveyors, and subject matter experts. In hindsight, perhaps the way this should have evolved in the first place. One thing to me is very clear, we need to determine a path forward as a community. We can no longer afford to fund this department through the General Fund at the sacrifice of much needed County road maintenance. I can assure you, the public, it was never the intention of us, the Board of Commissioners, nor the County staff to harm you in any way. And once we discovered the unintentional consequences, we collectively came to the conclusion we needed further study with your involvement. And that's what this agenda item today is all about. As staff will tell you, if approved, we do not plan on assigning anybody to this task force today. Should we approve this, we will direct staff to create an application process, which to my understanding, will open on Monday, June 22nd, not tomorrow because tomorrow is a holiday, close on July 8th. And hopefully, we will approve members of this task force on July 16th at our meeting then. As I stated in my recent article in the Record Courier, we are starting back at square one with that. Ms. Jenifer.

Jenifer Davidson, County Manager, speaks:
Thank you, Mr. Chairman, Members of the Commission. Before I begin my comments on this, I just would like to take this opportunity to also accept some accountability for the situation. Before I do that, and it is absolutely important as it is a value of this organization to accept accountability for mistakes, I do want to give this Board and members of the public some insight as to where the leadership and staff team who was assigned to work on this project were coming from. I've worked for this County for nearly 19 years and Stormwater has been a hot topic of discussion for this organization for at least that long, arguably decades longer. I have been in multiple County Commission meetings where I've heard residents line up at the microphone asking the County for help in solving stormwater problems across the county. In March 2023, I sat in the Emergency Operations Center, overwhelmed with the calls from our residents regarding flooding that was occurring across this community as a result of a water on snow event. And I can tell you, I remembered saying to myself after our work responding to that emergency was done, never again. Never again did I want to stand in front of this community in an emergency on that scale without offering some sort of solution to make this better. That was our intent here; we made some mistakes along the way. It is my job to ensure that this County Commission has access to the information that you need to make good decisions and I acknowledge that you did not see this map before it was made available to the public. And I understand that if you had seen it, likely we would have stopped right there. Those rates for the single family residential tier, the measured tier, were problematic. They were not a reflection of the direction of this Board and they never should have gone out and I own that.

But this agenda item is focused on where we go from here. Those rates were unacceptable, but we need to do something and we need to have a conversation as a community about how we move forward. What is the responsibility of government in this situation, what is the level of service we want to provide and

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what is an acceptable funding structure for this program? I entered this process with no preconceived notions regarding the outcome. I think this task force needs to dig in, they need to decide where they want to go and it's going to require an in-depth analysis of this problem. Lots of and lots of heated discussion. The purpose of the Douglas County Stormwater Task Force is to provide a collaborative forum first and foremost to review, evaluate, and develop recommendations regarding the proposed Douglas County Stormwater Utility and the associated funding framework. The task force will serve in an advisory capacity to the Board of County Commissioners and will work collaboratively with the County Manager's Office, Community Development, Public Works staff, Finance staff, and the County's technical consultants throughout this process. That is the way I had written, drafted this memo in my recommendation to you; however, since drafting this memo, it has been brought to my attention in a couple of settings that we might want to look at this differently. So again, in the spirit of providing this County Commission with all of the information that you need to make a good discussion, decision, excuse me, I want to make sure that you understand you have a couple of options when it comes to this task force. If this Board chooses to make direct appointments, meaning you select the individuals who will be the members of this task force, and if you choose to have this task force make their recommendations directly to you, then this task force has to be subject to Open Meeting Law.

There is another option, you can have this task force report directly to my office, it has been structured that way in the past. The reason why I bring this option to your attention is because I have had a number of residents from the business community and just residents in this community tell me that they would be interested in serving on this task force but they are concerned that the task force may not be able to have productive deliberations needed to really have the difficult conversations they need to have and engage in thoughtful deliberation on this topic if all of that deliberation is done in a public setting. The second option allows for the task force to do some work subject to Open Meeting Law and some work in working groups behind closed doors. My recommendation remains that this be subject to Open Meeting Law and that all of these meetings happen in a public setting because my desire is to maintain public trust. But I also understand that some individuals who wish to participate on the task force may not be as candid as they otherwise would if they did not have an opportunity to do some working sessions behind closed doors. So I do offer that feedback to you. Additionally, I received some feedback since making my recommendation that issues at Lake Tahoe have an added layer of complexity due to the regulations at Lake Tahoe specific to TRPA and I agree with that feedback. I do recommend that you keep that in mind as you look at the composition of this task force. And it is further my recommendation that a sub working group of the task force consists just of Lake Tahoe stakeholders who will be able to meet independently from the main task force group and then report back to the task force regarding their recommendations specific to Lake Tahoe. That group would work directly with the technical advisors and stakeholders at the Lake, including representatives from TRPA. And I have a commitment from TRPA leadership that they are willing to participate in that process. Yes, sir.

Chairman Gardner speaks:
May I ask a question here on that particular subject? Would that subgroup also be subject to Open Meeting Law?

Ms. Davidson speaks:
That subgroup does not have to be subject to Open Meeting Law because it would not be a quorum of this Board, of this task force. However, if it is the desire of this County Commission that that group be subject to Open Meeting Law, then we would follow through with your direction.

Chairman Gardner speaks:
I'm just asking for general.

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Ms. Davidson speaks:
Yes. I do recommend regardless, there should be lakes at the meeting as part of this process. The task force membership should hear from residents at the Lake, their unique circumstances and their perspective, as well as businesses at the Lake. That's all, Mr. Chairman, I'm happy to turn it over to you for additional questions.

Chairman Gardner speaks:
I didn't realize you were already two questions and so I asked a question.

Ms. Davidson speaks:
Oh, I actually do have one more closing remark. This framework is a proposal, it's intended to start the conversation today. I do anticipate that this Board will have changes to this and I welcome the discussion. We had to start somewhere as a basis for the conversation and that's why we made the recommendation the way we did. Thank you.

Chairman Gardner speaks:
Vice Chairman Tolbert, I'll go to you first since you're out there in space.

Vice Chairman Tolbert speaks:
Since I'm in space, yeah. That's an interesting point that the County Manager brings up because you're right, if it's an open forum, then even if the public who attends is quiet, there's going to be moans and groans when people do things that that particular person doesn't like necessarily. So I hadn't thought of that before, but I do hear what she's saying now. But I want to thank everybody, the staff, for bringing this forward. And before I really make a decision on this, I just want to make sure specific questions are answered or at least put on the record. What is the anticipated timeline or expected completion, or if that's something to be determined and what is that metric? And then what specific deliverables will this group return to the Board? And I think she kind of already answered one of the other concerns I had was, are they going to be able to evaluate alternative funding approaches, phased implementation options? There's a lot of things that were brought up and I don't know if we need to define that ahead of time or not because there's questions about credit exemptions, appeal processes. And then the other thing would be if the funding level is set at a certain measure, what are the potential modifications to services that the County would look into? I just went to a recent training in DC, as you know, and that was with an adaptive problem like this, basically the result is what level of loss can everybody live with?

And that's where this is going to be, we're either going to have expenses that people are added to and that that's a loss that they're going to have to deal with. And there also would be the loss on the County side is we're going to potentially reduce services and how much of a loss in services can everybody live with? So it's kind of tough to even enter into this problem knowing that the solution is how much loss can you tolerate? And so I want to make sure that we're trying to be open and be objective to all those things. And then another question would be, if these are open meetings, we want to make sure of the public of the noticing. And then you already mentioned that the independent subject matter experts will be available when that's appropriate, so that's a good thing. And then the other thing was how is our Board going to hear updates on the progress? Is that going to be, I would encourage periodic reports directly from task force members and not through staff. Let the people who are doing the work come and make the presentation in some manner. I think that would be beneficial to hear from them. And then another big thing is that will minority viewpoints be documented? That's something I think that's also important that just because you end up with a consensus doesn't mean that everybody is necessarily on board. And I think that it's important that those descensions be recorded so that we do know, hey, yes, this was something that was what was questioned but in the end it was overruled or whatever. So those are the

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kind of the questions I want to make sure are included in what we approve and I look forward to hear what everybody else's comments are.

Chairman Gardner speaks:
Thank you. Commissioner Tarkanian, nothing to weigh in? Okay, Commissioner Hales? Yeah, I know. Okay, Commissioner Hales.

Commissioner Hales speaks:
I appreciate the statement of accountability, thank you. And I appreciate the thought that's gone into this and in my opinion, we're heading in the right direction. I very much appreciate that there are members of the community who are willing to do some heavy lift with us. But I'm under no delusions that it's not going to come back to us for hard decisions, that's our job and we're going to have to do it. But it will be better to have had a thorough vetting by the community. And I appreciate people who have already stated and who will step forward to be on this task force. I like the idea of a Lake Tahoe subcommittee or working group because they do have different issues there. And I am confident that there will be information about Lake Tahoe that will be important for them to understand regarding the County's obligations in the coming years to further address runoff. So in my opinion, we need to go bigger than what was proposed in the memo on page ten, 11, and 12 of the Board packet. And one reason being that we need to include, I think three would be a good number for a Lake Tahoe working group. And we want to be proportionate in terms of Lake representation and Valley representation on the committee but not get so big that it's unwieldy. So those are my thoughts and I appreciate Vice Chairman Tolbert's, although there were a few points I didn't fully understand because I'm not sure I heard it exactly right. But what I heard I think are good points to clarify. Thanks.

Chairman Gardner speaks:
So I think it's important before we go any further, for the public to understand that we have closed out our contract with our consultant. Yeah, so that's important. So we got a lot of comments in that regard. And I understand the public's concerns about making these subject to Open Meeting Law. My concern there though is that if the public doesn't feel like they are having an opportunity to weigh in and be a part of it, even if they're not on the committee, then they will feel like maybe something is being done behind closed doors and we need to avoid that in my mind; this needs to be open, transparent and allow everybody in the community. If that be all 50,000 residents to weigh in on it, then so be it. I understand that that process though will take a longer time but so be it. Let's not rush it, let's get it right and let's make sure that everybody has an opportunity to weigh in on this. I'm talking as if we're going to pass this, of course and I would encourage us to do so. I think, and Commissioner Hales brought this up, you state in this proposal that this committee would consist of nine members. What do you anticipate would be your maximum number, Ms. Davison? Because I have some thoughts there but I want to hear what you felt was the maximum.

Ms. Davidson speaks:
Thank you, Mr. Chairman, for the question. The largest group that I have successfully worked with for a task force was 15 individuals. It started out as 15, two people quit because they did not feel that their voices were being heard. So it ultimately resulted in 13 individuals staying committed to the process moving forward. I mentioned the reason why those two individuals quit, it is hard to have your feedback taken seriously when a group is too large and there are often temptations for subsets of groups to form which can create issues for the facilitator to build consensus effectively. The subgroups can get stuck on individual thoughts and ideas and be unwilling to move past it because they've built these minority consensus points. However, we were able to successfully work together on the VHR Task Force and come forward with a recommendation with one minority report in that situation with regard to the VHR Task Force. I do concur with Vice Chairman Tolbert that minority reports are important to include in the

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final summary and I did note that in the memo that they would be included here. So my recommendation is that we not exceed 15 and I just would note the larger the group, the harder it is for people to feel heard. Thank you.

Chairman Gardner speaks:
Obviously, my concern here is that we've had, I know that I've had a large amount of our public reach out to me that has offered their desire to be on this task force. I know that Commissioner Hales has done that also; I would imagine people have reached out to Commissioner Tarkanian and the other Commissioners as well on that. So trying to whittle it down to nine would be extremely difficult, I believe, for us as a Board, but I also respect the idea that going above 15, or even to 15 might be also unwieldy. And of course, the selection of a facilitator by us is going to be also a difficult chore. We need to make sure that whoever we try to get to be a facilitator doesn't watch the meeting of May 28th because that probably would indicate that they don't want to be part of that. So once again, I think, and I stated this in my opening statement, I think this maybe is something that we should have done to begin with. But time wise and we don't want to set any parameters on this, but the other thing is, is that we need to understand as a community that we begin our budget discussions in January, February and conclude those with meetings of this Board in March and April with a budget. And the sustainability of our Stormwater division is reaching from the General Fund, is reaching the ability for us and it's draining money off of other areas that we need to prioritize also. So I don't want to, I hope the committee could, should we approve that, I'll put it that way, right, Mr. Richie, should we approve it. But that's really all I have. So we need to go to Public Comment. Did you have any other questions?

Commissioner Hales speaks:
Yes. My understanding from reading the memo was regarding the question of what do you do with the consultant's work, with the work that this Board and staff have done to this point and reading the memo that was provided, I felt that there could be useful information from that work that was done, but certainly, a committee or a task force would not be bound by anything that was done. And so to me, that's the appropriate level of influence from the work that's been done already. It could be insightful and helpful, and doesn't need to be ignored, but on the other hand, it's far from controlling. It just could be informational and that seems right to me. And I don't know if you want to address any of the points that Vice Chairman Tolbert brought up, Ms. Davidson, or maybe we hear Public Comment and then we bring it all together. Okay.

Chairman Gardner speaks:
Yeah, why don't we go ahead and go to Public Comment.

PUBLIC COMMENT

Unidentified member of the public speaks:
Are we open for Public Comment?

Chairman Gardner speaks:
Yes, we are. Once again, approach the podium, print your name, state your name. And once you state your name, we'll begin your three minutes. Thank you.

Juan Jayo speaks;
I live out by Holbrook Junction. And I applaud your creation of this task force and suggest that all the meetings should be open or else you're going to find yourself right back here like you were two and a half weeks ago. There's a lot of distrust out in the county, I mean, everyone that I've talked to is distrustful. The other thing I would suggest is, it sounds like you're on board with giving the Tahoe area people some

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extra representation, as well as people in the Valley. And I would request that beyond that, there ought to be some representations for people that are neither in Tahoe or in the Valley, like all of the people that live out in Holbrook and TRE and all those places on the other side of Simee Dimeh, who have no hydrological connection at all with either. And yet many of them, including me, were getting, you know, set up for significant charges for stormwater that I'm pretty comfortable probably most of the projects are not going to be over at Holbrook Junction. So I would ask that whatever this task force is, that there be geographic, that the representation be spread geographically and include at least one or more members that are on the other side of Simee Dimeh or out of the basin to where, you know, you're really getting wide dispersion of interests. Because otherwise, this is just another taxation without representation situation where, you know, we're getting bills and, you know, I don't see any anticipation that we're going to get any benefits. But thank you.

Chairman Gardner speaks:
Thank you.

James McKalip speaks:
And I know after that last meeting, I'm very happy that you're still pursuing this. I don't want to see this as something that in the past has just gone undone and spent 8,000 years trying to solve a problem that, you know, then we keep building houses in the floodplain. I think this, this committee should have some representation from my community which is the Ranchos; we represent about 23 percent of the population. And we do on our board, we do stormwater, so we have some experience with it. And of course, I'd like to be honored, if not somebody else that would represent the Ranchos. I think it's the largest community in the county and should be represented. Thank you.

Chairman Gardner speaks:
Thank you.

Richard Scholck speaks:
Good afternoon. I'm a real estate broker and development planner and I live in Minden. And first of all…

Chairman Gardner speaks:
Would you do me a favor and speak into the microphone, please?

Mr. Scholck speaks:
Can you hear it now? Broker and development planner. First of all, you're doing a great job, it's good to see this come to fruition. It's going to be a long process, but you're doing the right thing by getting the community involved. There's going to be a lot of issues. Some people feel they won't be involved in this drainage study and the expense and this will all work out because any time you do a development, it's roads and drainage. The houses come next, it has to have good roads and safe roads, and it has to have safe drainage. And we're all here. And when you look at this picture right here showing these mountains, you look down, you know, at one time this was a lake thousands of years ago because you got everything draining off these mountains coming down here and it's water. And the unfortunate thing is we have soil here that doesn't percolate and percolation is where the soil will absorb the water. A perc test is you drill a hole three feet, you fill it with sand, you put a yardstick in it, you fill it with water. You come back in 24 hours and how far has the water dropped down on the yardstick? Here, sometimes it goes up. You have a high water table here at about 40 feet because all this water coming off of these mountains is here. We don't have a water problem, we got plenty, except now you got a drainage problem. And the main thing, I'm kind of coming in the outfield on this and the main thing that I'd like to be able to do with myself and my team, I have a great team, great engineering, great architect, great CPA, is to get access to your $5 million budget that you've proposed for this whole thing and what it entails. Line items. I know

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you had a couple of consultant firms, which is great. The one that comes to mind here is the one that was done in 2018. A great report for, I think it was J, let me see this, I have it on here. Yeah, JE Fuller. They made a lot of recommendations about tearing the mountainside, doing a dam, doing this, that and the other thing. They've got a lot of information in there, it's a it's an overload, but it's there. And then I guess you guys also have your own idea, you're not going to follow that exclusively. It's just too much, I think it's an over the top. So I'd like to be able to, I've contacted Jeremy at the Planning Commission, I've asked for these, copies of these reports, we'll review them. Like I say, I'm coming in from left field here, I haven't had a lot of time to study this. I don't know if I have enough time to be on the task force, but I would like to be able to talk with them and go to meetings with them. And possibly, my team would suggest, maybe some suggestions that they, you know, that work because we were experienced doing this in development. So I'd just like to have that open, I think it's an open meeting, I can do that, correct?

Chairman Gardner speaks:
Thank you. Yes.

Mr. Scholck speaks:
Okay.

Chairman Gardner speaks:
Absolutely.

Mr. Scholck speaks:
So besides that, keep going.

Chairman Gardner speaks:
Thank you.

Mr. Scholck speaks:
I'm all for you.

Chairman Gardner speaks:
I appreciate your comments.

Julie Duda speaks:
Good morning. There are many valid reasons to oppose a Stormwater Enterprise Utility Task Force; first, potentially, a task force may oppose a vote by the 41,000 registered voters. This appears to be the purpose of forming a task force. Next, Community Development staff have worked to secure flood mitigation grants and have succeeded with obtaining two grants. One grant for $7.32 million for a project in the Johnson Lane area and another grant for $1.39 million for a Heybourne Meadows project. Securing a grant does not end the work needed to move the flood mitigation projects forward. Staff focus is essential to the process; requiring key Community Development people to devote time and effort to a task force is a distraction to moving the grant projects forward to the best possible conclusion. Other County key leaders, including the Manager's Office, Finance, legal counsel and engineers will all be impacted by task force requirements in addition to their already challenging jobs. At this point, the two appropriate actions are number one, take the issue to the people and let the 41,000 registered voters make a decision on Stormwater Enterprise fees or stop the formation of a task force and prioritize focus on the flood mitigation grant projects and making the best possible use of the current and future County revenue. Forming a task force will be a distraction for key County leaders. We need their focus to be on current challenges, not on circumventing property tax caps. Nevada's property tax caps evolved as a legislative response to economic volatility and taxpayer revolts. The cap protects homeowners from large,

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unexpected property tax increases and provides stability. On May 28th there was a resident revolt, over 400 Douglas residents showed up to protest and over 170 emails were sent in protest. People have a right to property tax stability and are standing up to defend that right.

John Coburn speaks:
Good morning. Resident of the Johnson Lane area. I've lived in Douglas County for 35 years and observed quite a number of floods. And we have two main kinds of floods that are quite different; we have the big river floods that occur mostly in the winter when we get a big winter rainstorm on top of a snowpack. And that can turn the whole central part of the Valley into a lake and cut off communities, cut off emergency services. We also have the summer floods which tend to be mostly thunderstorm driven flash floods; they will, they are quite unpredictable. You don't, an area may experience a flash flood that hasn't been flooded in 50 years and maybe there were no houses in the area prior to or the last time there was a flood there. So unpredictability is a real matter. Also, people, I've studied flooding for a long time and it's often said that people's the half life, the flood memory, half life is not very long. People tend to forget flooding, you know, after a few years, they forgot that, they forget that their driveway was knocked out by a previous flood. Or maybe they didn't live there, maybe the previous residents didn't even tell them. So with all the different kinds of floods we have here in the unpredictability, I can understand why, also the fact that they don't happen very often, I can understand why people might not really see the need. I see the need for a flood district, flood utility that will storm, for stormwater that will be able to provide the infrastructure. Also to maintain infrastructure for handling flood and stormwater so that it's not going to come into people's houses or yards. I see the need for that. I think that the consultant's fee structure, I think it's good that the County has revisited that and put a cap on it. I don't know if that's, I'm sure the task force will discuss that, but I think that's a good thing. Some of the rates were apparently pretty high for people and that's not a good thing. The last thing I'll mention is that to get grants to do flood infrastructure projects or stormwater projects, they require a match and the County doesn't have money that can put to match the money coming, say, from the federal government unless there's funding for that. And so the funding is actually needed for these things and I think having a task force to really study these issues, come to a better understanding and come back to the Commissioners is a good thing.

Chairman Gardner speaks:
Thank you.

Mendy Southard speaks:
Good morning, Commissioners. I have to say that it's been very stressful listening to the testimonies and to your responses. We're in a situation where some communities need immediate reaction from the County. We're not in a situation where, hey, let's get a task force, let's study about this and what can we do about the flood problems? Because we have things that are imminent that need to be taken care of. And so, to hear all of you sit here and talk about picking out 15 people that would qualify for a task force, getting 15 people to agree. You can't get 12 jurors to agree, there's hung jurors all the time. I mean, to hear that, I feel like you're deflecting and stalling on those of us who are already suffering in communities that have flooded. And so a task force sounds laborious, it sounds like it's going to take a while to pick out your group. And then after you pick out the group, you're going to have all these meetings and they're going to have all these studies. It's like we're in the middle of a hurricane and you're going to have meetings. We need help now. It's so, I'm frustrated and I'm disappointed, and I don't agree with the task force. If you're not going to address the immediate problems that we're having, then like you're going to spend time on a task force. I don't know if you're paying these people or how this is all being handled and managed financially, but I'm against it from what I've heard. Thank you.

Commissioner Tarkanian speaks:
Can I ask you, what was your first name again?

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Ms. Southard speaks:
Mendy Southard.

Chairman Gardner speaks:
Thank you.

Kim Magary speaks:
I would just like to get up here and say I 100 percent agree with Mendy. We don't need a task force, we don't need another tax. It's unfortunate that this County has allowed building in the floodplain. Again, in our situation there's rules for it and if the County would make the homeowners follow those rules, there would be a proper channel to get it to the basin that it's intended for. I actually have pictures on my phone of when the County came by Jo Lane and cleaned out the basins. But the basins were graded full of dirt, they actually graded down Jo Lane and filled some of the culverts on the other side with complete dirt. So you can see that because the tractor lines and it's from the day they did it. I made sure I documented everything in our neighborhood. So to tell me now that I got to pay some ridiculous Stormwater tax because you let some neighbors move in, and you knew, and the builder knew that there was a requirement to manage that flood water. So I'm sure this is in more neighborhoods where you can go back and look at the historical documents, and that builder and or the County had requirements when that was subdivided. So, you know, us that don't live where there's flood water, or used to not live where there's flood water, shouldn't have to be paying an additional tax because you let somebody build and now it's pushing water on existing homeowners. I agree that the task force is a little bit late because there are some of us that every time it rains, have extreme anxiety and are sitting ducks to the next event because nobody's being held accountable. It starts with the County when they subdivided the land and signed off in multiple places, which I showed that these would all be maintained, this water structure would be maintained and made it properly for the entire neighborhood. So I disagree with any homeowners being taxed now because the County didn't do what was right in the beginning and/or is telling us that their hands are so tied they can't walk on these properties and make sure these people are maintaining what they okayed for them.

Chairman Gardner speaks:
Thank you. Additional Public Comment? Okay, seeing no additional Public Comment, I'll bring it back to the Board. I had one additional question, Ms. Davidson. In your structure here that you're talking about, should we create this today, you say a task force consisting of approximately nine members. Is that something that we would need to determine today, or could we wait until we got the applicants and tried to weigh that and see, maybe nine might not be enough, maybe 11 would be more appropriate, maybe 13. Could we wait until we got the applicants to make those decisions?

Ms. Davidson speaks:
Thank you, Mr. Chairman, for the question. The intent of this agenda item is for this County Commission to approve a conceptual framework for this task force. I think you would have the discretion to make a final decision regarding the number of members of the task force on the day you make your appointments. I would encourage you to consider conceptually approving today a range of members, number of members that you anticipate appointing, just so we can give the public an idea of around what you're looking for. I think that would be helpful for them…

Chairman Gardner speaks:
So we could say no greater than?

Ms. Davidson speaks:
Yeah, absolutely. I think that you have that discretion the way the agenda item is written today to do that.

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Chairman Gardner speaks:
Okay. And I know that a couple of members of the public also indicated that we, and it's covered in here, but I wanted to read this for the public. It says residential property owners, three to five residents representing. And whether or not that three to five is subject to discussion, but it says different watersheds. So that's a member of Public Comment wanted to indicate different watersheds, geographical areas including Walker River Basin, Lake Tahoe Basin, and Carson River Watershed. So I think that question that that the member asked has been answered in that regard. So we would make those considerations. Vice Chairman Tolbert, did you have any additional questions?

Vice Chairman Tolbert speaks:
Let me get unmuted there. No, the one thing that just kind of ticks to the way I think, when I hear a lot of the problems, and anger, and frustration from the community, it has to do with people saying that the County should have enforced certain requirements years ago and they should have taken a different approach in the past but the reality is that this Board cannot change decisions that were made ten, 20, or 30 years ago, none of us can. And the only thing we can do is learn from them. And I think we've been trying to do that and saying, look at how we're trying to be transparent. We need a Stormwater district to be able to address the issues that were done before. Even, we talk about the one with the culverts were put in, were done, but they were done by a Roads Department, not a Stormwater. Yeah, we can't go back and fix what was done back then, we can only look at fixing it now. So it's fair to go back and look and identify things that should have been done differently. But remember, in hindsight is what gives us information and perspective that simply wasn't available back at the time that things were done. So I feel like my responsibility as Commissioner is not to relitigate the past, my responsibility is to understand where we are today, what challenges we face today, and considering how we created those, potentially created those situations, what solutions will best serve our community going forward? So we can all agree that decisions were made years ago that were not great and we can all disagree with that, it doesn't really matter. The fact is, we are where we are, we're trying to find a way to move forward and correct the situation for the betterment of everybody. And so, I basically just want to make sure everybody understands that from my perspective, I can't fix the past. What I can do is work towards the best solutions for the future and that's what we're trying to do. Thank you.

Chairman Gardner speaks:
Well said, thank you. Commissioner Tarkanian.

Commissioner Tarkanian speaks:
Okay. I agree with what Mendy stated and the first person who spoke in Public Comment, I forgot his name now, about passing the buck on tough decisions from the Board's decision and the delays that it causes. I've been following politics for decades now and it always amazes me that every time I see a really controversial decision to be made by a Board, they create a task force because they don't want to have to be the one responsible for that decision. They would rather like say, well, this is what the task force recommended. I understand that Commissioner Hales feels that ultimately, we're going to make the decision and we will, but we pass the buck to unelected people who are making this recommendation to us. And you look no further than the advisory boards that we have, that every time I vote against one of their decisions, I'm told, well, that shows disrespect to those advisory board members who spent all that time and effort to learn the issues. This is a decision. Since I've been on the Board, I don't think there's been a more controversial issue than this one. And if that's the case, then we should be the ones that are, not we, we have to work with staff, but the staff should be investigating the different issues, different solutions, taking input from the public like it has in a lot of areas. Maybe taking input from all these people that want to be on the, what do you call this board again, the task force and then coming to the Board to discuss what's the best alternatives because we're the ones who should make that determination. One I agree with, I think Ms. Magary or maybe Mendy stated it, but the delays in this task force is going

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to cause a lot of problems. And I understand, look, there was so much opposition to this and nobody wants to go through that. And quite honestly, the intent of the Commissioners was not to create such an uproar with the public, but to try to find a very, very much needed solution.

There's a lot of people in here that don't feel we should have to any tax, or we should do anything on this and I disagree with that. The County Commission is responsible for a few major things, one of which is the protection of our communities, whether it's in Law Enforcement, whether it's flooding or whether it's in safe roads. And we, as County Commissioners, since I've been on the Board, have failed in the last two of those issues, we don't fund roads and we don't fund stormwater. And we can pass the buck and say, well, the Republican Party says you can't raise taxes without a vote of the public. And maybe a majority of the public isn't affected significantly by stormwater, so they don't want to pay anything for it. But then what happens to the people that are, or the roads like when I drove out on the East Valley, the roads near East Valley where there were just potholes, and potholes, and potholes? And I talked with Jeremy, no, not Jeremy, the other guy that was on, what, Erb, Jon Erb about it and I said, how can you allow roads like that out there? And he said, we don't have the money, we fill in the potholes, we do the best we can. But those poor people that are driving out there every day are suffering from that because we have passed the buck down the road. I think the biggest mistake we have made is not in trying to get this problem solved, the biggest mistake is we have an educated the people of what we're trying to do. I get so many emails from people that are saying, I don't live in a flooding area, so I shouldn't pay for any of this. I had an argument with Dave Nelson the other day and I explained to him two or three times, I think Dave's a pretty sharp guy, he was a County Commissioner, he understands the issues. But he couldn't quite understand what I was saying, he kept saying I'm wrong. There were three types of things we're trying to solve, okay, three issues; one of them is infrastructure that's already built that needs to be maintained and cleaned out. That has to be paid for on County owned roads that are not in GIDs and that are not, no, no, the base rate. That's for all County roads, right? So I get an email from somebody from Johnson Lane that says, yeah, you said that this money goes to maintain the culverts, but no one's come out here and cleaned the culverts here. I assume it's because we don't have enough money to put in there to clean the culverts, but whose fault is that?

We as a Board should be providing the funds necessary to clean out those culverts and to clean out the ditches. That's not building detention ponds to stop flooding in floodplains, that's just maintaining the current infrastructure. Who's against that? Who in this room thinks that we shouldn't spend money to pay for that? I hear people say, well, our budget, find it somewhere else, fire certain people. The most expensive part of our budget is what we provide to the Deputies and Sheriff's Department. And I've been on two of those contracts that have been up for renewal and there was universal support to pay the Deputies a higher amount than any other rural county and comparable to Washoe County. And we did, we gave a 30 percent, 35 percent pay raise. But when you do that, then you take the money from the General Fund and you don't have it now, so what do we do? We say, okay, well, we've got the best Deputies around, but we're going to let neighborhoods be flooded because our culverts are filled up and the ditches aren't dug out right. So the first thing is, there should be a base rate to cover all that stuff. I don't know anybody who doesn't think that and somehow it has to come. And it should not come from road maintenance, which is already too low. The second part of what we were trying to discuss was certain GIDs, like Mr., you know what. My campaign must have screwed my mind up, I'm forgetting. McKalip, McKalip. In his GID they pay for the Stormwater maintenance of those type of infrastructure. So the second part that what we're trying to fund is for places that are outside GIDs and Towns; Towns pay for it too. So Towns pay for it, you have to pay extra for it in a Town or GID. But if you don't live in a Town or GID, you don't pay for it. But there are roads out there, and areas that there's culverts and drainage ditches that need to be maintained outside of Towns and GIDs. Should we make the members of me, one of them, the Ranchos GID pay for your maintenance of the culverts and drainage ditches when

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I pay for the ones in my area? Of course not, the people who don't live in Towns and GIDs should pay a fee to cover that.

Now you can call it a tax, you can call whatever you want, but it's necessary, it needs to be done. You know what shouldn't be done? We shouldn't be taking it out of the Road Maintenance Fund. So those are the first two things and I don't see how anybody can disagree with that. And if they do, I'd love to talk with you, I've got plenty of time now, shoot, I'm so free. Just explain to me why those two things shouldn't be done by a government entity that's responsible for the safety and well-being of the public. Okay, the hard one is the third one and that's where everybody concentrates on. And that's building new infrastructure, basins and other things that are very, very expensive, and mostly protects people in the floodplains. Well, that's a whole different conversation, we can get into that later, that's the hard one. But that's not the first two, the first two we need to get done. We need to get it done or you're never going to have safe roads and somebody has to pay for it. There is no more money in our budget. We can go to Dan Coverley and ask him if his Deputies will take a pay cut, do you guys want us to do that? Do you want us to have less quality Deputies? Well, somewhere the money needs to come up. I know and I'm listening, you guys have followed me for six years on this Board. I've scrutinized every single dollar we spent, I voted against that group that was given us an analysis on how we should do this thing. I vote against all those things because I think the County staff should be the ones responsible for those type of things. I'm telling you, Jenifer has cut the number of workers in our department as much as she can, her and her Department Heads.

So we're not cut more people, but somehow, you got to come up with the money. Okay, I don't think we need a task force to get us to the first two parts and get that solved. We need to educate the people better so that they understand what it's for so they don't think it's to spend $10 million on a water basin in one part of the town that services only a small community. It's to solve areas of our community that everybody pays for. People in Lake Tahoe, they pay, there's taxes that go to pay for our roads because you're community, you work together, you fund things together that are necessary. And those are the first two, the third one is another one. So getting back to what where we're going to go with this vote. I'm sorry it took so long, but this has been bothering me for a long time and I wanted to express it. I'm not going to vote for a task force that we're going to pick out nine or 11 people in the community that are going to give us their opinion on how we should determine the most important, controversial issue of my tenure on the Board. That doesn't make sense to me. They're not elected, they're not held accountable, we are. Now, if you want input from those people and any others, we should get the input because I'm going to tell you, I learned a lot. I didn't understand all this, a lot of the different things we were talking about. And we need to be educated here on the Board to make important decisions. But I think our County staff should collect this information, they know this community as well as anybody. And then they should provide that information to the Board in the public meeting and then we should decide how we want to proceed. So I'm going to vote no against the task force.

Chairman Gardner speaks:
Thank you. Commissioner Hales.

Commissioner Hales speaks:
One of the things I envision the task force doing is helping us get out information about our stormwater problem, and enlisting members of the public to continue being engaged, and learning, and helping us figure this out. So for me, that's part of the sharing the burden of this problem with the task force is they have different networks than I have and they live in different neighborhoods than I do and they can talk to their people, and they can share information, and get feedback. And to me, that's really getting more into the grassroots of the community and helping the community understand this problem and helping enlist the community in solutions. And for me, if we get 11, 13 members who are in different areas and

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in different walks of life, business, residents, etcetera, we just have that much more chance of success because we'll have enlisted that many more people in sharing the burden and the solution. Honestly, last fall we did a whole bunch of public workshops. We went to a lot of different neighborhoods and we had some people there, nowhere near 400. Now that we have the public's attention, we can use these members of the task force to continue that conversation and to really be grassroots. Now I'm getting repetitive, but that, to me, Commissioner Tarkanian, is a compelling objective that the task force can help us with that the five of us can't do on our own.

Chairman Gardner speaks:
Thank you. So I think I stated in my earlier statement, my first opening statement, that perhaps this is what we should have done to begin with and I still hold true to that. The task force will not be making any ultimate decisions, all the decisions will have to come to this Board, so we will make that tough decision on exactly what it is. That's going to require two readings; we have a presentation where the ideas will be brought forward, we'll have the opportunity to weigh in and grasp that. And hopefully we'll get reports back from this task force as they go along in their progress. And so I don't see any problem with us reaching out to the public and getting their input. We thought that we had a consultant that could bring to us a legitimate method of resolving this issue and apparently, that was not, obviously that was not successful. But I don't have the background, the expertise, the insight of what needs to be done or how it's done. We need subject matter experts to be available to us, we need our Chief Operating Officer to be, and that's County staff support, non-voting members, the County Manager's Office, Community Development, County Engineer, Finance. We do need Finance's input on this to say are these funds available in the General Fund, at what sacrifice are they available, and is that acceptable? We're going to need legal counsel and whether or not how the thing is created. So I concur with what Vice Chairman Tolbert said, it would be nice to be able to go back and have hindsight, and go back and solve those issues that members of our community are indicating happened 20 years ago, 30 years ago. We don't have that luxury of turning that clock back and looking at that. We can only make sure that when future development comes before us, we can put those safeguards and guardrails in on those developments to make sure that those types of situations do not occur in the future. But perhaps mistakes were made by previous Boards and previous structures within our County 20, 30 years ago, but we can't correct that. It would be nice to have that magic wand and be able to do that, but we're not blessed with that. So I can see some benefit and once again, I talked about the Open Meeting Law process, and how important it is for every member of our public to have the ability to weigh in on this and have their input, and let their feelings be heard, and listened to, and engaged. So that's why I'm supporting of this task force. I don't know what it's going to lead us to, hopefully, we'll come to some fruition that will be beneficial to solving this problem once and for all, for the benefit of our county and our members, our community members. So if there's no other observations, questions, input, then I'll entertain a motion.

Vice Chairman Tolbert speaks:
I still have… If that's okay, Mr. Chair.

Chairman Gardner speaks:
You're breaking up on us, we can't hear you very well, Vice Chairman Tolbert.

Vice Chairman Tolbert speaks:
Okay, hold on. How about now, are we good now?

Chairman Gardner speaks:
That's better. Nope, now you're locked out, I can't even get you at all.

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Vice Chairman Tolbert speaks:
Can you hear me now?

Chairman Gardner speaks:
Yes.

Vice Chairman Tolbert speaks:
Okay. Yes? No?

Commissioner Hales speaks:
How about we, can I jump in here?

Chairman Gardner speaks:
Do you have questions or do you wish to offer a motion, Vice Chairman Tolbert?

Vice Chairman Tolbert speaks:
Okay, is that better?

Chairman Gardner speaks:
Do you have questions or do you wish to offer a motion?

Vice Chairman Tolbert speaks:
Yeah, I'd like to. Well no, I have a comment, if I could.

Chairman Gardner speaks:
So by indications, Vice Chairman Tolbert, your communication is weak and without your input, we are going to lack indications from the Board. We're not going to be able to have a clear understanding of what the vote is. Do you wish to offer a motion or do you have additional comments?

Vice Chairman Tolbert speaks:
Comment.

Chairman Gardner speaks:
Do so, please.

Vice Chairman Tolbert speaks:
Hold on. Am I clear enough now? I reset my sound.

Ms. Davidson speaks:
Yes, go ahead, Vice Chairman Tolbert. Thank you.

Vice Chairman Tolbert speaks:
Okay, great. So I would like to start off by, and I know he's hopefully he's sitting down, but I agree with basically everything Commissioner Tarkanian said about this being our decision and that it needs to be there. The only thing I would say is that I don't feel like the task force itself is something that's taking it away from us, I feel like it's part of our process, that's the only difference. I agree 100 percent otherwise with everything you said. And I know this is a time taking, but I feel like it's part of us doing our due diligence. I believe we've heard clearly from the public that this is an issue that's not simply about rates and fees, it's also about trust, and transparency, and accountability, and the confidence in our process. So I know that the task force does not remove our decision making authority and it doesn't predetermine any

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outcomes or commit the County to anything. But it creates a structured opportunity for stakeholders from across the community to participate, and evaluate the options, and bring communications back to us, and the recommendations. So whether this task force ultimately supports the current direction, or it proposes modifications, or it comes back and says this should be a vote to the people, that is something that we still have to decide for at the end. But I think we can all benefit from this identifying additional information. And I think supporting the task force demonstrates that we are willing to listen and engage with the public. I know we tried and we didn't get that, and that's something I think we say all the time is that how do we get (*audio cut out*), public, how do we get the public to (*audio cut out*). But for those reasons, I'm going to support the task force. And then to respond to those people that are saying the County needs to be doing specific things today; that's what we're trying to do, that's the whole point of this is being able to go out and address those situations that are in need today. And that's, again, I agree with Commissioner Tarkanian 100 percent that we have to find a way to fund that. And with the outcry of the public and the way we were doing it, we have to find another way of doing that. So I would think that maybe we can continue to work between us as a Board to find a way in the interim to get those things going because I hear what you're saying, Commissioner and I agree. Maybe we can work together on finding a way to get something going immediately to get some of those high risk areas back under maintenance and get things moving. But I'm going to support the task force but I'm also considering something else that maybe in the meantime that we take some immediate action to get our residents whole that have been damaged recently. That's all, thank you.

Chairman Gardner speaks:
Okay. Would you like to offer a motion?

Commissioner Hales speaks:
I have more questions.

Chairman Gardner speaks:
Oh I'm sorry. I didn't want to preempt you, I'm just worried about losing him.

Vice Chairman Tolbert speaks:
You're never going to lose me, Mr. Chairman.

Commissioner Hales speaks:
My question is for Ms. Davidson, regarding a subgroup for Tahoe. Would you envision that we should have a business representative from Tahoe and residential, a couple residential, or what are you thinking on that?

Ms. Davidson speaks:
Thank you Commissioner Hales, for your question. There is some Public Comment and Supplemental from the Chambers of Commerce, Visitors Authority representation at the Lake. And then also the Stateline Stormwater Management Association who are requesting participation by the business community, members of GIDs, as well as the public. I like the direction the Chairman was going with his thought process. I think you can conceptually approve a framework for this task force today and allow the types of applications we receive to help you get an idea of what the best combination of perspectives are going to be. I don't think it's helpful to set those kinds of things in stone and I think continuing to hear from those stakeholder groups should help inform your decision making process. Is that helpful?

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Commissioner Hales speaks:
Yes. Then I would make a motion that we create a task force consistent with the memo in our agenda packet on page 1,011, but with more task force members than is outlined. I'm going to say up to 13, not to exceed 13 members. Vice Chairman Tolbert, are you with us?

Vice Chairman Tolbert speaks:
I'm with you. I can second that motion.

Chairman Gardner speaks:
Okay. So we have a motion on the floor by Commissioner Hales, seconded by Vice Chairman Tolbert to create a task force not to exceed 13 members. Is that correct? Okay, any further discussion on that? Okay then, all those in favor signify by saying aye. Those against?

Commissioner Tarkanian speaks:
Nay.

Chairman Gardner speaks:
Okay. So we have three ayes, one absent and one nay. Okay, thank you. And that concludes this item.

MOTION TO: Approve the creation of a Stormwater Utility Task force not to exceed 13 members, to assist the County Manager and the Board of County Commissioners to evaluate options and develop recommendations responsive to community concerns related to the Douglas County Stormwater Utility; carried.

RESULT:	**APPROVED**
MOVER:	Sharla Hales, Commissioner
SECONDER:	Nathan E Tolbert, Vice Chair
AYES:	Sharla Hales, Mark Gardner, Nathan E Tolbert
NAYES:	Danny Tarkanian

Chairman Gardner speaks:
We're going to take a break until, do we want to try to work through lunch or do you want to take a…? Okay, very good. Then we're going to go ahead and we'll wrap this up, we're done with this item. And we'll go into recess until 1:00 PM. Thank you.

A lunch break was held.

Chairman Gardner speaks:
Okay, so it's 1:01 PM. Thank you, I hope everybody enjoyed their lunch and we'll go into Item 10.

COMMUNITY DEVELOPMENT

10. For possible action. Discussion on Major Modification Application DP25-0210, modifying the development schedule for the Ashland Park Planned Development (DP20-0219 and DP20-0220). This modification changes the completion dates for the final maps of Phases 1 through 5. The subject site is located in the Gardnerville Community Plan at 1424 Toler Lane, on the north side of Toler Lane between Harvest Avenue and Decker Road. The owner is Matt Carter, Ashland Park LLC, and the applicant's representative is Rob Anderson of Wilson Engineers, LLC. (APN 1320-34-002-054). (Kate O'Neil, Principal Planner)

Chairman Gardner read the agenda item into the record.

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Chairman Gardner speaks:
You do not look like Kate Moroles-O'Neal.

Tom Dallaire, Community Development Director, speaks:
I do not, Chairman.

Chairman Gardner speaks:
Okay. Tom Dallaire.

Mr. Dallaire speaks:
Yes.

Chairman Gardner speaks:
Our Community Development Director and Jeremy Hutchings, our County Engineer. And I wanted to check also back online; is Vice Chairman Tolbert back with us?

Vice Chairman Tolbert speaks:
Indeed, I am.

Chairman Gardner speaks:
Very good. Mr. Dallaire, you may proceed.

Mr. Dallaire speaks:
Thank you, Chairman Gardner. Obviously, I'm not Kate Moroles-O'Neil, she has the day off today. So I'm covering for her and I've got Jeremy here with me, our County Engineer. And this is for the Major Modification to the Ashland Park DP25-0210. And as you read into the record and basically, it's just changing the dates. Did you want to? Thank you, the dates to this map, we're removing it. The map has expired in December 16th of 2025 and we moved it down to December 31, 2028. And then the highlighted ones are the dates that have actually changed in the plan that you would be approving today. So you can see the ’28, and ’30, and ’32, and ’34, and ’36 there on the bottom for those dates that are being recorded. On the top table is the plan that it's currently approved in. So not only are we moving Phase 1 time to 2028, but the Phase 2 time gets moved appropriately to 2030, and ’32, and then’ 34, and then ’36. And then 2028, it's still, or 2038, it is still in Phase 6, it still is the date that the map has to be final, has to have the Final Map in by. So that didn't change for that last phase.

Chairman Gardner speaks:
Yeah. I didn't recognize that when I first read this, so that's good.

Mr. Dallaire speaks:
Right. I just wanted to make sure that was clear to you and then I will turn it over to Jeremy to discuss these conditions.

Jeremy Hutchings, County Engineer, speaks:
Thanks, Tom. There's a couple, I'll just flip back one slide, sorry. So a few conditions have changed since the last approval. Muller got built through this stretch so some conditions we've added to kind of clear that up. But staff likes the modification application so we're recommending approval. Mr. Anderson, our esteemed colleague from Wilson Engineers is here to make a presentation for the applicant. And so with the Board's approval, I'll change presentations over to Mr. Anderson.

Commissioner Tarkanian speaks:
Can I ask a question on your Conditions of Approval?

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Mr. Hutchings speaks:
Sure.

Commissioner Tarkanian speaks:
So I'm reading this and I had some discussions with the County Manager before this meeting about it. And I'm reading this language and I'm just trying to reconcile it to be the improvements within Muller Parkway shall be constructed at the sole cost of the developer. What did you intend that to mean?

Mr. Hutchings speaks:
So there's some requirements for the developer to build some deceleration lanes. The entrance, you can see here, Commissioner Tarkanian, that the entrance is, according to Rob's exhibit, this is his own exhibit, it's not quite aligned with the map. So there are some improvements to turn lanes that should be borne by the developer to serve the project. That's my intent.

Commissioner Tarkanian speaks:
Okay. And then when we had met on this before, there were some issues. I assume because of the way the road was built, they're no longer issues now that was dealing with culverts, and drainage, and stuff, and how that was going to be split.

Mr. Hutchings speaks:
Correct, Commissioner. Originally, when I say originally, circa 2022 maybe, the design for Muller Parkway was prepared by Mr. Anderson's firm. It contemplated a flood channel on the east side of Muller Parkway. And then several large box culverts that crossed under Muller Parkway onto Mr. Park's ranch. I believe that is the CLOMR that Mr. Anderson has approval from FEMA to construct. That was kind of a dispute as well, who was to pay for those culverts. Currently, Muller does not have those culverts so they're no longer in play, I'll say. But it's kind of a gray area because technically, there's still a FEMA approved CLOMR for this section of road, Mr. Anderson's old plans or previous plans. So if he were to come back, theoretically, he could come back in and rebuild the section of Muller, I suppose. That would cause some discussions with the lawyers, I'm sure it'd make things very confusing. So I don't think it's likely that would happen at this point.

Commissioner Tarkanian speaks:
When you say he reconstructed, you're talking about putting the culverts in and stuff like that?

Mr. Hutchings speaks:
Right.

Commissioner Tarkanian speaks:
Well, that was a lawsuit that we were involved in recently.

Mr. Hutchings speaks:
Right, so those are no longer in play though.

Commissioner Tarkanian speaks:
So culverts are no longer required.

Mr. Dallaire speaks:
Correct.

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Commissioner Tarkanian speaks:
But the CLOMR that was approved had the culverts in there and now you're requiring a new CLOMR because of…

Mr. Hutchings speaks:
So a new homeowner will be required, Commissioner Tarkanian, because as you can see here, I'm tracing the boundary, sort of the north boundary of the floodplain. The floodplain is generally, as my cursor is showing here, these parcels would still need to be removed from the floodplain. There's a couple of ways that possibly could happen; upstream storage potentially could happen, more likely, these parcels would be filled. If these parcels are filled, that would be a different CLOMR application, or at least a revised CLOMR application.

Commissioner Tarkanian speaks:
What do you mean by filled? Not built and just made like a retention pond?

Mr. Hutchings speaks:
No. Filled like filled above grade.

Commissioner Tarkanian speaks:
Oh.

Mr. Hutchings speaks:
So they bring the whole pad up, the whole subdivision would rise. So at that point, the CLOMR would have to be updated to comply with that grading plan versus the previous one.

Commissioner Tarkanian speaks:
But you're making a requirement, a conditional requirement to do a new CLOMR and I'm just trying to understand why that would be. Is it because the culverts are no longer there or is it because of some other reason?

Mr. Hutchings speaks:
Both because of the existing condition of Muller Parkway without the culverts. And then also, if the subdivision is raised above grade, the CLOMR would have to be restudied and reapproved by FEMA in some fashion, either a vision or potentially a new CLOMR altogether.

Commissioner Tarkanian speaks:
So just that phase?

Mr. Hutchings speaks:
For those phases located in the primary floodplain.

Commissioner Tarkanian speaks:
Okay, last question. According to your conditions and what you've stated, the applicant is still paying only one road, one lane of the road, and the County is paying for one lane of the road.

Mr. Hutchings speaks:
Correct. So right now we've billed Mr. Carter for the portions of Muller we've constructed at 50 percent one lane of the road. I don't think I should say too much that's involved in the lawsuit…

Commissioner Tarkanian speaks:
No, that's okay.

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Mr. Hutchings speaks:
…that hasn't been paid yet.

Commissioner Tarkanian speaks:
Yeah, I understand. There was some disparity whether he was going to be responsible for two of the lanes now based upon your condition or just one. And I just wanted...

Mr. Hutchings speaks:
These conditions don't change the development agreement in any fashion. He'd only be responsible for the 50 percent of the two lanes or whatever the development agreement says.

Commissioner Tarkanian speaks:
Thank you.

Mr. Hutchings speaks:
Yeah.

Commissioner Hales speaks:
I have a follow up, which is, I think you were going to say there may be other ways to solve the drainage problem besides fill. Can you elaborate on that?

Mr. Hutchings speaks:
Sure, Commissioner Hales. So upstream storage is one way, the County is also working on a CLOMR, LOMR to reduce the flows based on a new engineering study that I don't think will eliminate all the flooding over this property. But essentially, you could theoretically build upstream storage to reduce the amount of flows coming to the site and all points downstream. As we know from previous discussions on the Stormwater Master Plan, these constructions of dams and detention ponds are extremely expensive. Probably beyond what I think the owner would want to do to remove this section from the floodplain.

Commissioner Hales speaks:
At one point was there discussion of drainage on the west side of the highway?

Chairman Gardner speaks:
Between Phase 3 and Muller.

Mr. Hutchings speaks:
Right. So Muller, there was discussion regarding that. It's probably more viable since Muller is overtopping today with the flooding. If the developers, engineer comes in and fills the remaining parcels that are needed and does a study, the water potentially may just run down. We'd have to perform the study or he would. It may just be directed just because by topography that it generally flows this direction that a channel may not be required. That has not been performed to date, so there is no channel contemplated at this time.

Commissioner Hales speaks:
But that is one possible solution to the stormwater concern here.

Mr. Hutchings speaks:
True. There wouldn't be a channel that's large enough to fit between the existing road and the existing subdivision, but it potentially could alleviate some of the drainage. More likely, the flooding would come down, hit the fill for the subdivision and just naturally progress north and west from there without a channel.

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Commissioner Hales speaks:
Without what?

Mr. Hutchings speaks:
Without a channel. So picture it this way, Commissioner Hales, a big flood is coming this way, it's about several hundred feet wide. It hits a wall essentially of dirt, the water just doesn't stop. It's going to head around the dirt and follow the existing topography whether or not there's a channel there will be largely irrelevant.

Commissioner Hales speaks:
So I guess I'm just wondering whether if, it seems like, I guess I don't know enough to have an intelligent question, but it feels like there should be a plan for this. Like, if there's going to be conditions, maybe the conditions should plan for this.

Mr. Hutchings speaks:
The conditions do plan for it under the third condition about updating the CLOMR. So if when they come in to fill the portion that's actually in the floodplain, that would impact that floodplain, there's going to be potentially some impact. So the developer's engineer will have to perform a flood impact analysis to determine what that impact is and then address it accordingly.

Commissioner Hales speaks:
So do those conditions say you've got to address flood water before you build?

Mr. Hutchings speaks:
It does in so many words. It's saying the CLOMR approved by FEMA shall be updated to reflect the current improvements and any final grading. So in my opinion, it's enough.

Commissioner Hales speaks:
Because if they were to determine that the water should flow north on the west side of Muller, wouldn't there need to be culverts under that little entrance to the neighborhood? And…

Mr. Hutchings speaks:
Potentially. It sort of depends, there's not necessarily, it could. The bigger question is going to get back to the ability to impact other properties in an adverse manner. Adverse is determined by a rise in base flood elevation by a half a foot or more. One of the original Conditions of Approval for Ashland Park subdivision was to provide that easement for moving drainage onto David Park's property that it hasn't been provided to date. So that condition remains, but until they actually go out and build the phases that are currently inundated by the flooding, it's not really applicable at this time.

Commissioner Hales speaks:
So I just don't want to get in this situation where they start building, they have an obligation to do drainage, they start building and then later they say, oh, sorry, we can't do drainage because we already started building and it's too late to put the drainage in.

Mr. Hutchings speaks:
That's why they phase this. So the first phase provides a couple of things beyond just the normal utility; it provides access out to Muller Parkway, it provides a secondary access, not just an emergency access. It also largely is located out of the floodplain, so the impacts we're talking about aren't necessarily pertinent. So when they come to that phase, which they've pushed off to Phase 6, which is expected by 2038, by that point, that gives them enough time to have done enough studies and come up with a plan to move the water around. The ultimate bailout plan is it doesn't, they can't mitigate it adequately without

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adversely impacting an adjacent neighbor and the subdivision doesn't get finalized to that phase. But we can't strip away the owner's property rights to develop what's not in the floodplain today without that study, that's legal.

Commissioner Hales speaks:
If we were to approve this with conditions, we wouldn't be doing anything that would compromise our ability to require drainage later?

Mr. Hutchings speaks:
No, I think the conditions actually strengthen the requirement…

Commissioner Hales speaks:
Okay.

Mr. Hutchings speaks:
…to analyze the…

Commissioner Hales speaks:
Thanks.

Mr. Hutchings speaks:
…project in the future. Sure.

Chairman Gardner speaks:
I had several questions, but Vice Chairman Tolbert, did you have questions on this?

Vice Chairman Tolbert speaks:
Actually, no. It seems like it's part of the process of getting this back underway and getting some return on that investment we put in that road section.

Chairman Gardner speaks:
Okay. So a couple of questions I have, thank you, Vice Chairman Tolbert, the illustration here in Phase 4, which shows Muller. Is that the full right-of-way for Muller right there in that darkened area? Is that four lanes or is that just the two that we currently have existing?

Mr. Hutchings speaks:
Chairman Gardner, the shading you're seeing here is what's been roughly constructed today. Two lanes of Muller, generally, the roundabout at Toler, again, generally, and the multimodal path, and the stub to the applicant's parcel. The right-of-way is essentially from where I have my cursor now to where I have my cursor here, so it stretches across this width. Future plans for Muller would essentially widen it to four lanes, it would happen in this white space, generally.

Chairman Gardner speaks:
On the west side?

Mr. Hutchings speaks:
On the west side…

Chairman Gardner speaks:
Right.

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Mr. Hutchings speaks:
…of what you're seeing today. It gets a little bit confusing because at some point, you have to start blending four lanes back into the roundabout so it kind of weaves in and out. But generally, you're looking at the future northbound lanes of Muller when it's four lanes, but it's serving as two lanes today as built.

Chairman Gardner speaks:
Okay. Now I know in the corner where it says Phase 1 temporary construction access, right there because the conditions indicate construction access should be directly from Muller. But in A, it says construction access through Chichester Estates is prohibited, I think that was one of the things that the Town of Gardnerville was very concerned about. But then it says also, B, construction access to Toler Lane is prohibited as well. But isn't that the access right there, that temporary construction access?

Mr. Hutchings speaks:
That is…

Chairman Gardner speaks:
To Toler?

Mr. Hutchings speaks:
Correct, Chairman Gardner, that is what is showing here. Mr. Anderson is proposing a temporary construction access to Toler; however, you have to keep in mind this was prior to Muller Parkway being constructed. So the conditions of the situation has changed. So that's why you see those conditions prohibiting access to Toler and requiring the access to come off the existing Muller Lane. Since it's already there today, we should take advantage of it, rather than having a construction, access to an existing road in a congested area next to the roundabout. So construction access, in my opinion, should come off of Muller and probably the applicant would prefer it as well because then they don't have to build a temporary construction access and set up all the control in two locations.

Chairman Gardner speaks:
Okay. And there's already curb, I believe, right in that where Muller accesses comes in off the, yes right there. There's already curb and curb in there, right?

Mr. Hutchings speaks:
Correct, Chairman Gardner, this curb on the returns of the entrance is a valley gutter across the frontage of the property. And then it just charges to the side of the road and then that's where the curb is…

Chairman Gardner speaks:
Okay.

Mr. Hutchings speaks:
…today.

Chairman Gardner speaks:
Okay. But then eventually, I take it within the right-of-way, it says with Phase 1 at the sole cost of developer. This includes, but is not limited to all road widening access improvements. So you're anticipating that that cost would need to be borne by the developer?

Mr. Hutchings speaks:
Correct. There's also some discussion in the earlier times, I'll call it, of this project where the developer was requesting the, or arguing that the County should be responsible for turn lanes, acceleration lanes, etcetera. The County's position has been those improvements were to serve the subdivision so they should

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be borne by the applicant. This is our opportunity to clarify that for posterity's sake, it should be the applicant's responsibility to develop those improvements in my opinion. But I make recommendations and…

Chairman Gardner speaks:
Okay.

Mr. Hutchings speaks:
So at this time, I'd like to ask if the Board would like Mr. Anderson to come up. And we'll flip it over to Mr. Anderson here and give him control of the, if we hit play, I think. And then can you click on the laser pointer for him, Tom? Right down at the bottom right there because then he can see the right, let me see, I'll take care of it.

Rob Anderson, Wilson Engineers Professional Engineer, representing the applicant, speaks:
Just as a side, when Mr. Hutchings was a young engineer employed in my office, we used to refer to him as the wizard. And he was the wizard because he could make all things IT work.

Chairman Gardner speaks:
Well please be patient, this is the first time we've done this.

Mr. Anderson speaks:
What we need is one more pair of glasses up here, too. Yes, by golly, I've got it. Mr. Chairman, Members of the Commission, I'm here on behalf of Ashland Park, LLC. I appreciate the opportunity to make this presentation. It is largely very similar to what I would've presented last month. Unfortunately, or not unfortunately, at your discretion, we continued the matter so staff had time to make a recommendation because I had been, I'd only provided the documentation a few days before the hearing. Just for the purposes of the record, I just want you to know I received this Staff Report yesterday mid-morning, I've had less than 24 hours with it. That being said, I want to be also in the context of this presentation, I want to just be clear that I'm a registered Professional Engineer in five states; Nevada, California, Washington, Texas, and Missouri. I've been practicing now, actually effective Saturday, for 43 years, virtually all of that time here in Douglas County. I am registered, I'm also recognized as a Certified Floodplain Manager and I am also a Nevada State Water Rights Surveyor. The purpose of today's application, as Mr. Hutchings and Mr. Dallaire pointed out to you, is to request a phasing plan amendment. I suspect our firm has processed more phasing plan schedule amendments than any two other firms in the past 20 years than any two other firms. Probably a dozen, maybe more. In each instance, I believe they were approved without condition. Having said that, I would, the conditions, and I would just state for the purpose of just so everybody understands the Conditions of Approval, particularly items two and three are objectionable to my client and are unacceptable. Having said that, allow me to go through the presentation, specifically… How do I get to the next? I clicked. My faithful assistant, thank you.

Mr. Anderson began the presentation and covered the following topics:

- AGENDA
  - Project Overview & Background
  - Project History & Key Milestones
  - Reasons for Extension Request
  - Phasing Schedule: Current vs. Proposed
  - Phasing Plan Maps
  - NRS 278A.410 Findings
- PROJECT OVERVIEW
  - Applicant

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    - Ashland Park LLC
  - Location
    - Douglas County, Nevada
    - (near Gardnerville/Minden)
  - Case Numbers
    - DP23-0194
    - (DP 20-0219 & DP20-0220)
  - Original Approval
    - December 3, 2020
    - Board of County Commissioners
  - THE REQUEST
    - Extension of the approved Development Schedule for the Ashland Park Planned Development
    - Additional time to record each of the six phases within the approved Planned Development
    - Proposed as a Minor Modification under Douglas County Code §20.676.150 and NRS Chapter 278A
    - Consistent with County Code, the Master Plan, and Nevada Revised Statutes
  - Total Development: 6 Phases | 240 Lots
- PROJECT HISTORY
  - Dec 3, 2020 Board of County Commissioners approves Tentative Subdivision Map & Planned Development
  - Jun 29, 2022 Muller Parkway improvement plans approved; CLOMR application submitted to FEMA (April 2022)
  - Dec 1, 2022 Site-wide improvement plans approved — conditioned on FEMA CLOMR issuance
  - Dec 7, 2023 BCC unanimously approves Phasing Plan Amendment — Phase 1 deadline set to December 16, 2025
  - Oct 3, 2025 FEMA issues CLOMR — 42 months after submission (typical: ~12 months)
  - Nov 2025 Douglas County constructs two Muller Parkway segments — Toler Lane to Buckeye Road
- REASONS FOR EXTENSION REQUEST
  - FEMA CLOMR Processing Delay
    - CLOMR submitted April 2022; not issued until October 3, 2025 — a 42-month delay versus a typical ~12-month processing time. All improvement plan approvals were conditioned on this issuance, halting construction readiness.
  - Ongoing Civil Litigation
    - Litigation regarding interpretation of the Development Agreement terms (Ashland Park adv. Douglas County) remains unresolved, creating additional uncertainty for the project's advancement.
  - Diligent Owner Actions
    - Despite delays, the Owner completed final design of Muller Parkway and all site improvement plans. Douglas County also constructed two segments of Muller Parkway in 2025, demonstrating active progress on the project corridor.
- PHASING SCHEDULE COMPARISON

Mr. Anderson speaks:
Just in the interest of time and the fact that we all just came back from lunch, and our blood sugars are high, and our the amount of blood getting to our brains might be less than normal. But Tom described it well. Go ahead. So this is the phasing plan, which was a Minor Modification that was submitted and approved. And again, as Jeremy described, it pulled a portion of the project, or it emphasized that portion

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of the project that was out of the special flood hazard area so that the applicant could proceed with those improvements. Next slide please. This is a slide that was also in Jeremy or Tom's presentation that shows the condition. And this honestly was, just for your guys' information, this was the data that was requested by staff was to provide a presentation that showed the relationship of the improvements that were constructed to the phasing plan. And so that is what this does. Interesting that this location here is where the access to the project was constructed, it's just a little bit offset from where the project plans had contemplated it. But that's a minor issue and certainly not something to quibble about. We will certainly align the improvements.

Mr. Anderson continued the presentation and covered the following topics:

- NRS 278A.410 — REQUIRED FINDINGS
  - Pursuant to NRS 278A.410, the following findings must be met for approval of the Minor Modification:
  - Finding 1: Resident Rights
    - No modification may affect the rights of residents of the planned unit development to maintain and enforce the plan's provisions.
    - Response: The proposed revision extends Phase 1 from December 16, 2025 to December 31, 2028. Future phases and improvements proceed as described. Resident rights are unaffected.
  - Finding 2: Consistent with Efficient Development
    - Modification must be consistent with efficient development and preservation of the entire planned unit development.
    - Response: Conditions of approval ensure required improvements are completed timely and consistent with the development's efficient preservation and phased buildout.
  - Finding 3: No Adverse Effect / Not Solely Private Benefit
    - Must not adversely affect abutting lands or the public interest, and must not be granted solely for private benefit.
    - Response: The revised schedule changes only timing of improvements, not enjoyment of abutting lands. The extension is necessitated by regulatory delays beyond the applicant's control.
- PHASING PLAN — MAJOR MODIFICATION / NEW CONNECTION

Mr. Anderson speaks:
First of all, the way I read these improvements is they violate the development agreement, they are specifically contrary to the terms of the development agreement. The development agreement at 6.1 under, and by the way, this project, I think staff acknowledges certainly, my client acknowledges, is both benefited by and burdened by the development agreement. That development agreement, by the way, is your document, or that I'm going to refer to, is recorded here in Douglas County as document number 2019-939704. This, at 6.1 of the development agreement, which is concerning Muller Parkway construction, it says owner and County agree to equally share the cost and expenses of constructing such two lane segment, okay. This equally agrees to do it. Later in that same section, same paragraph, it says concerning whether the developer builds it or if the developer should elect to build it, that for which the County shall, and this is a quote again, for which the County shall pay to owner 50 percent of all material and construction expenses. It does not distinguish whether the drainage improvements, it doesn't distinguish if they're curb and gutter, or sidewalk, or turn lanes, or decel or accel lanes. It says for Muller Parkway, we all agree it's going to get built to A, an arterial standard that is urban arterial standard. And it's going to be built from Toler Lane to the end of this property for Ashland Park segment. Ashland Park was specifically listed and designated within the development agreement, okay. Not this project, but the property. And so that is, I think that's incontestable; however, I'm just an Engineer and apparently, other

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engineers disagree with me and so do apparently, some attorneys. But that is the first and most important thing you need to understand.

The development agreement specifically contemplated that the County and the owner would cooperate for this segment of the road to build 50 percent of the arterial road. The road that has got constructed is not an arterial road. It is, and I would, I will submit to you as a Professional Engineer and somebody who's practiced for a long time in Douglas County, it doesn't meet, in many respects, even the rural County road standard. It doesn't have a shoulder, doesn't have the eight to one side slopes. It does not meet that standard and that is something that's been testified to in the various court hearings to date. So that presents a tremendous dilemma and I believe part of the reason why these conditions come up is because the road as constructed does not meet that standard. Now why is that important to Ashland Park? This is the reason why; Ashland Park's Conditions of Approval that were in 2020 specifically require that it build that road to that urban standard with curb and gutter, with sidewalk, with a wall on the property line, which is going to definitely defer flow. I believe it also spoke to the 100 foot wide drainage channel with a meandering sidewalk or meandering path through it. This road that's constructed today doesn't have that. So what is the, if you would put your thinking caps on and think about it, what is the obligation of the developer? Is his obligation to say, great, two lanes of the road have been constructed, and all those Conditions of Approval from 2020 are now null and void? No. I don't for a moment, I do not expect that if I submitted to Mr. Hutchings' staff a set of improvement plans that relied merely on what has been constructed to date, that he would approve those plans and allow my client to proceed with the development of this property. Period. So then the imposition of Condition 2b, which requires them to construct the improvements within Muller Parkway right-of-way required to serve the subdivision shall be constructed with Phase 1 at the sole cost of the developer. That's contrary to the development agreement.

Further it goes on, this includes but is not limited to all road widening, access improvements, turn lanes, acceleration, deceleration, storage lengths, intersection improvements, signage, pavement markings, sidewalks, landscaping, irrigation, lighting, sound screen walls, etcetera. None of that is in the development agreement, none of it. We're required, my client is required to cooperate with Douglas County to build the improvements within Ashland Park, the frontage of Ashland Park. All parties to that agreement, in my opinion, understood that it would be developed as a residential subdivision. On an arterial roadway, there's no question it would have required turn lanes, no questions it would have required acceleration lanes. To now suggest that, and Mr. Hutchinson, and his integrity and character, he pointed out to you in his opinion, those things should be solely the responsibility of the developer. Unfortunately, his opinion isn't embodied in the development agreement. The development agreement says we're going to share those costs together, 50 percent. And so irrespective of his opinion, that is not the case, they are not solely the responsibility of the applicant. And then I want to give you some background.

To review Mr. Anderson's full presentation please see the Supplemental Meeting Materials.

Mr. Anderson speaks:
Jeremy, can you go up to this slide that shows the improvements as they exist today? That's good enough, sure. So this whole business of conditional letter of map revisions is very confusing to, particularly people who are not intimately involved in it. And so I just want to make sure we all understand what has occurred and what analysis have been done. Douglas County did a conditional letter of map revision, actually, it filed and processed several applications. My client prepared and we filed one that was specific to our project but evaluated the impacts for the region. I want you to think about this for a minute; the application, Douglas County received a conditional letter of map revision for essentially those improvements that are shown within Muller Parkway. The limits of Douglas County's analysis, though, stopped here at the right-of-way line, all the way down. Excuse my inability to draw a straight. It never evaluated what happens beyond that property line, didn't evaluate what happens in Chichester Estates, it

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stopped at that line. And the Douglas County got approval for that, no question about it. And it's my professional opinion that is the basis for which it proceeded ultimately to construct what is constructed out there today. In contrast, my client was specifically required to prepare and file a conditional letter of map revision, by the way, back in 2020, okay. That required us to evaluate what happens to the floodplain if this project is fully developed on the surrounding area. Again, they did that, we submitted to FEMA and it was approved. Now since then, Douglas County has gone forward, as you know, and constructed this portion of the road. The Condition of Approval 2, or excuse me, 3 requires us now, or purports to require that the applicant go file another conditional letter of map revision based on the improvements that are constructed. Why would we do that? We have one that analyzed the whole, including the fill within the subdivision that's required. And we know where that, based on that analysis, we know where the flooding occurs. We know that an easement is necessary from the adjoining property owner to do it. The project development isn't going to change because there's no conditions in here that suggest that we're going to, the County is going to agree to take away the requirements to construct curb and gutter, and sidewalk, and the wall, and the decel lane. And we're going to have to do it all, for which we had to evaluate already. Why would we be, why would this applicant be required to do another CLOMR based on what was constructed, except for…

Commissioner Tarkanian speaks:
Can I?

Mr. Anderson speaks:
Hold it one second, if you would. Except to analyze things downstream through the property, which I contend the County should have done when you filed your application, just like you required everybody else to do so. It's objectionable to now foist that requirement onto a project that already has an approval. And unless the County is going to vacate some of the Conditions of Approval that say we can live, my client can live with the improvements that are constructed, and we're all going to go saying olly-olly-oxen-free, and we don't have to build any of these other improvements, there's no reason to do another CLOMR if you're going to allow us to do that. But there's nothing in the Condition of Approval that suggests that that's going to happen. So therefore, I'm going to reevaluate and because those Conditions of Approval still require the curb and gutter that the turn lanes, the median islands, it's still going to require the channel. The drainage is unaddressed and it's certainly unaddressed based on the requirements of the development agreement and must be addressed. There's not a regional road that's been constructed in Northern Nevada that hasn't been required to deal with drainage. So that is an objectionable condition and I think it is unfair. In fact, I would characterize this for you because Ashland Park was the plaintiff in this context of this application for a schedule amendment and only a schedule amendment, that's all we ask for, just amend the schedule, let us go finish up the litigation, let us get through this process. We got delayed just like you got delayed. The only thing we're asking for, modified, recognize that and modify the schedule. But what comes are two conditions in particular that are, I would tell you professionally, in all due respect to my distinguished colleagues, Mr. Hutchings, who is the Engineering division, at best, punitive and at worst, extortive in nature, unfair.

Commissioner Tarkanian speaks:
I got to ask you, get an answer to this…

Mr. Anderson speaks:
Okay.

Commissioner Tarkanian speaks:
…or you are going to lose me?

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Mr. Anderson speaks:
All right, sorry.

Commissioner Tarkanian speaks:
So when I asked Mr. Hutchings about the culverts and changing the flooding into that area, he said your CLOMR included those culverts.

Mr. Anderson speaks:
Absolutely.

Commissioner Tarkanian speaks:
So won't that change the flooding now that the culverts aren't in?

Mr. Anderson speaks:
Oh no question, it does. I would tell you, Mr. Tarkanian, it's in evidence in the court case that's pending that there is an analysis done by a third party, Mr. Todd Cochran, who did an analysis of the proposed improvements before they were constructed. But based on the design by CA Group, and JE Fuller, and JE Fuller's model, that shows that there's, that went forward and evaluated the floodplain further to the west of this site without the culverts being installed and with the road improvements constructed like that and it shows adverse impacts in Ashland Park and in Chichester Estates. That is in evidence, that has been examined, cross-examined and redirected, or directed and redirect. And so it is, that's in, that is…

Commissioner Tarkanian speaks:
Again, I don't doubt and dispute that, common sense would say that.

Mr. Anderson speaks:
Okay, thank you.

Commissioner Tarkanian speaks:
You can look at it and see that. What I'm trying to say is, isn't a CLOMR, and maybe I'm mistaken, those are required to make sure that the flooding is handled before you build in certain areas, at least from the federal requirements, right?

Mr. Anderson speaks:
It's very similar to that, if I could just kind of give a couple little clarifications. It is an application to FEMA that says, or excuse me, it's a letter to the Chairman, I think Ms. Hales, at least in one of those instances, she was the Chairman at that time. That says if you build the improvements as you have presented them, you are likely eligible for a map revision. That's all it says. That's all it says. Now…

Commissioner Tarkanian speaks:
And I don't understand what that means.

Mr. Anderson speaks:
What that means is…

Commissioner Tarkanian speaks:
You can't build in an area that's in a flood area right now that you don't have CLOMR approval, right?

Mr. Anderson speaks:
Based on Douglas County Code, that's correct. For less than 19 acre parcels.

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Commissioner Tarkanian speaks:
Okay, but your CLOMR had a different drainage…

Mr. Anderson speaks:
Correct.

Commissioner Tarkanian speaks:
…through the facility. Then why wouldn't you think you needed another CLOMR or at least an amended or revised CLOMR?

Mr. Anderson speaks:
Because it hasn't, the improvements that are going to be constructed to comply with the Conditions of Approval from 2020 are the same.

Commissioner Tarkanian speaks:
Are the culverts part of that?

Mr. Anderson speaks:
Yeah, absolutely.

Commissioner Tarkanian speaks:
Okay. And that's still outstanding in the lawsuit then?

Mr. Anderson speaks:
Well, yeah. Who's responsible for them?

Commissioner Tarkanian speaks:
So that could still, I thought that that had gone away, that you weren't going to build them because…

Mr. Anderson speaks:
Oh, no.

Commissioner Tarkanian speaks:
…I thought they built the road down to a lower grade and…

Mr. Anderson speaks:
Oh no, they're required to deal with the regional flood flows that come in and otherwise impact the property.

Commissioner Tarkanian speaks:
Okay, this is why I was totally confused. So the culverts still have to go in at some point?

Mr. Anderson speaks:
In my professional opinion, to comply with the Conditions of Approval, absolutely.

Commissioner Tarkanian speaks:
Okay.

Mr. Anderson speaks:
And the terms of the development agreement.

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Commissioner Tarkanian speaks:
Okay. All right and these are all issues before the court right now?

Mr. Anderson speaks:
They are issues before the court.

Chairman Gardner speaks:
Okay. We're going…

Commissioner Tarkanian speaks:
But respectfully, Mr. Chairman, we're not because we're asking him to do a revised CLOMR, which if you were to change the flooding, it would make sense. And if you're not changing the flooding, it doesn't make sense. So it was right on what the agenda item is, or do you think otherwise, Doug?

Mr. Anderson speaks:
And honestly, I…

Commissioner Tarkanian speaks:
That's why I asked the question, is if the change of the flooding had happened, why did he think he didn't have to do a CLOMR?

Ms. Davidson speaks;
Mr. Chairman, Mr. Hames wishes to speak.

Chairman Gardner speaks:
Please.

Mr. Anderson speaks:
AJ, please. Do you want this one? There you go, take it. Excuse me, I still have more to go.

AJ Hames, Deputy District Attorney, speaks:
Mr. Chair. A lot of the arguments that Mr. Anderson is making are arguments that are being made by both of his clients, plural. Park Ranch Holdings is the primary person making these arguments and Ashland Park. Interestingly, they are adverse to one another for the reasons that Mr. Hutchings explained. When Mr. Anderson designed this road, it depended upon a representation that Park Ranch had made to Ashland, that there would be an easement and that never came about. And so the design, which was reliant upon that easement, is not feasible at this point in time. It may never be feasible and so that is why that design was not constructed. I am not going to rebut every argument that was made by Mr. Anderson because this is not the time or the place to try to litigate a lawsuit that we've already spent hours before multiple judges. I don't think this is the place for that. But I do want to just, I guess, get to the heart of the argument, which Mr. Anderson objects to Condition 2b as proposed. And I think that had he brought that up to the County maybe prior to the meeting, we could have just agreed to remove it. I don't think it's necessary based upon the existing conditions; I think it was an attempt by staff to clarify the County's expectations. But if they object to those on the basis that the lawsuit is still pending, there's no real harm in removing Condition 2b as well as Condition 3. And I can answer any questions about that.

Commissioner Tarkanian speaks:
You should have spoke up about 30 minutes ago, we could have got out of here earlier.

Chairman Gardner speak:
So how much more do you have, Mr. Anderson?

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Mr. Anderson speaks:
Just a few minutes. Actually, Mr. Hames, I appreciate your comments and your consideration, your recommendation. Again, I just want to reiterate, I do think Conditions, actually 2, yeah, 2b, 3, if those can be removed, my client will agree to those conditions. The temporary access road that's still shown on my map if you go back there, Jeremy. That is just a hangover, honestly, Mr. Chairman, from the previous application, it is irrelevant, really. And I agree with Mr. Hutchings that the existing road should be the construction access. So my request when I concluded my presentation, which I was about to, was going to be please, given that this is all we're asking for is a schedule amendment, please remove Conditions 2b and 3. My client will live with the remainder of the conditions as proposed by the Engineering division. Thank you. I'm happy to answer any questions. Oh, and by the way, Mr. Hames, I would have taken the time to respond to staff, but again, I only received it yesterday afternoon. And so I've spent some time scrambling, had to get my client's input, so I apologize that I didn't raise it sooner. It'd have been great if Jeremy and I would have a chance to collaborate about it beforehand, but we didn't.

Commissioner Hales speaks:
Just note that it was in the agenda packet.

Mr. Anderson speaks:
I agree. But I didn't receive it, Commissioner Hales and I only received it after asking Ms…

Commissioner Hales speaks:
Well, you're a member of the public.

Mr. Anderson speaks:
I am the member of the public.

Commissioner Hales speaks:
Okay.

Mr. Anderson speaks:
Actually, I would think I'm a fine standing member of the public. Taxpaying, no doubt. But I didn't receive it until I received it from Ms. Moroles yesterday. Thank you.

Commissioner Hales speaks:
Well, it was available to you.

Mr. Anderson speaks:
Three days ago?

Commissioner Hales speaks:
Yeah.

Mr. Anderson speaks:
Yeah, it was submitted three weeks ago, okay and it was contentious at that time. Thank you.

Commissioner Tarkanian speaks:
I would think the first person it would be sent to would be Mr. Anderson, more so than requiring him to go through the public records and find it.

Mr. Anderson speaks:
Thank you. I'm happy to answer any other questions, too, by the way.

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Chairman Gardner speaks:
So going up to 2b and you're asking for the striking of the words at the sole.

Mr. Anderson speaks:
Actually, the remainder, everything past Phase 1. And I would, if you're going to ask me for my opinion, if it's different than, if you're not willing to do what Mr. Hames suggested, I would just add Phase 1 in accordance with the approved development agreement applicable to this project. And that would suffice for my clients as well.

Chairman Gardner speak:
Well, I just want to get back to the issue of shared cost.

Mr. Anderson speaks:
That's in the development agreement.

Chairman Gardner speaks:
Okay. So you're in concurrence with the development agreement? Okay.

Mr. Anderson speaks:
My client has been agreeable to that…

Chairman Gardner speaks:
Okay.

Mr. Anderson speaks:
…since the project started.

Chairman Gardner speaks:
Okay.

Mr. Hames speaks:
Again…

Chairman Gardner speaks:
That's…

Mr. Hame speaks:
Mr. Chair, if I may just respond?

Chairman Gardner speaks:
Yeah. Okay, Mr. Hames.

Mr. Hames speaks:
Again, Mr. Chair, thank you very much. Again, I'm not going to argue the lawsuit today. But I would just recommend with regard to the motion, I think that the items that we were attempting to clarify are already sufficiently clear in existing documents as well as the development agreement. So my recommended motion to you would be to approve, subject to the conditions set forth in the Staff Report, with the exception of 2b in its entirety and 3.

Chairman Gardner speaks:
Okay. Any other questions by the Commissioners?

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Vice Chairman Tolbert speaks:
I do have a question, Mr. Chair, if that's okay.

Chairman Gardner speaks:
Please.

Vice Chairman Tolbert speaks:
So in this process, we've realized that that original development agreement has a lot of holes and flaws. So my question is, should this be readdressed to make sure that it fills or plugs any of those potential holes? Because I have many questions about whether or not the County should be paying 50 percent of amenities to a road that specifically serves the develop…

Commissioner Tarkanian speaks:
Do you want me to answer that for you?

Vice Chairman Tolbert speaks:
Shouldn't we be (*inaudible comment*).

Commissioner Tarkanian speaks:
…says I shouldn't, it's obvious. You've been saying it over and over again that's part of the lawsuit, and…

Vice Chairman Tolbert speaks:
My words.

Chairman Gardner speaks:
Anything to share?

Mr. Hames speaks:
I didn't know if Vice Chairman Tolbert heard all of that, but…

Vice Chairman Tolbert speaks:
No, it cut out and when somebody talked it killed me. So yeah, I wasn't necessarily trying to avoid talking about the lawsuit itself. I'm talking about if we have to develop this specific thing, is it going to, by avoiding this (*audio cut out*) are we not…

Chairman Gardner speaks:
You still with us?

Vice Chairman Tolbert speaks:
Yes, I am.

Chairman Gardner speaks:
Okay. I'm sorry, I couldn't understand your question. You're muffled.

Mr. Hames speaks:
Can I just respond real quick, Mr. Chair? I understand Vice Chairman Tolbert's concerns, other than the muddled ones that I couldn't make out. But what you have before you today is pretty simple, it is a modification to the PD, specifically to the development schedule. There were Conditions of Approval that were suggested based on the passage of time and things changing in that passage of time. And so really, I would just ask you to focus on that, the development schedule. And that is what's been agendized,

UNAPPROVED

that's what we're here for. And my recommended motion would be to approve, subject to the conditions, as I previously stated, without 2b or 3.

Vice Chairman Tolbert speaks:
Thank you.

Chairman Gardner speaks:
Okay, thank you. So I have other comments, but I prefer to go to Public Comment first and then we can come back. We're going to go to Public Comment on item, what is it? Item 10, okay. Is there any Public Comment?

PUBLIC COMMENT

James McKalip speaks:
I think as a member of the community reading this item, it seems like the only thing that really should be done is the changing of the schedule. I think other things, the things involved in the lawsuit or whatever, I don't know that in my reading of the agenda that that seems proper. Unless I'm misreading it. Thank you.

Chairman Gardner speaks:
Thank you. Additional Public Comment? Sensing no additional Public Comment, I'm bringing it back to the Board. And I just wanted to make a couple of statements and recognizing the legal issues that we're getting into with the development agreement. So I won't try to get into those issues because we're limited to that; however, I think it's important for the public to understand and so that's why I'm putting this on the record. The public has often said to a large extent that this development agreement was one of the worst development agreements we have ever created in this County. So I'm not going to get into the legal aspects of that so that our legal counsel understands that. I just want to address concerns that the public has because it's going to set the table for the future, I believe. Number one, most of these improvements that are included in item 2b are primarily at the sole benefit of the developer and yet, the County is having to contribute to that effort. And in most communities, that's not the case. When roads, turn lanes, improvements, all of that stuff is done, it's generally at the cost of the developer. So I didn't necessarily have a problem with that particular aspect of this agreement or this condition. Number two, we just went through a four hour, five hour discussion on Stormwater in this community. And I don't know if you listened to that, Mr. Anderson, but I swear to God, 99 percent of the people that came before this Board to talk about Stormwater talked about the requirement and the necessary needs of developers to contribute and ensure proper storm mitigation, stormwater mitigation themselves; not borne by the taxpayers of this county but by the developer. And so I think we need to be sensitive to that aspect when we approve something of this nature. Now I'm not trying to go backwards but I want to set the record straight that developers, we're going to get a lot of pressure over the next portions of our term and future Commissioners about whether or not developers are going to put in stormwater mitigation. Because this community believes that that's where the primary burden should be placed on, so I want to recognize that. And so my message to basically our public here is that this is a development agreement that is very, I don't know, I don't know that we can change that development agreement to go backwards. But the development agreement is the development agreement and we'll see how that plays out. But I just want to assure our public that this Commissioner and hopefully other Commissioners are going to take a look at those two primary aspects as we possibly have development come forward in the future. So with that, that's all I wanted to say. Commissioner Hales.

Commissioner Hales speaks:
I need a break. I want to confer with our attorneys before I take any action on this.

UNAPPROVED

Commissioner Tarkanian speaks:
I would like to make a comment in regards to Chairman Gardner. You're 100 percent right in everything we talked about. The developers should be responsible for these costs and we've been talking about that since we've been on the Board. The problem is these are the agreements that were made before the developers, before we got involved. And with that, there's legal requirements that the County could be liable for, so there isn't a whole lot we can do at this time with regards to that until the judge makes his order.

Chairman Gardner speaks:
I'm suggesting otherwise.

Commissioner Tarkanian speaks:
No I wasn't, I was just trying to clarify that we can't change it.

Chairman Gardner speaks:
Yeah.

Commissioner Tarkanian speaks:
The judge is going to make a ruling and we live with it. And hopefully, we don't make the same mistakes that were made from previous Boards.

Chairman Gardner speaks:
…to meet with counsel in advance of us bringing forward a motion. And I have some questions as well so I hope you don't mind me joining you with that. Okay. And perhaps Jeremy also? Okay, so AJ and Doug? Okay, we're going to hopefully what, ten minutes? Okay, we're going to take a ten minute recess and then come back.

A break was held.

Chairman Gardner speaks:
Okay, so we've met with our legal counsel and we are going to resume the meeting in advance of that. Well, now that we're back in session, I'll ask legal counsel, you had something you wish to share?

Doug Ritchie, Chief Civil Deputy District Attorney, speaks:
Thank you, Chairman. During the break, a quorum of the Board of County Commissioners did not meet. There wasn't a quorum formed during the break, just in case the public had any questions regarding that.

Chairman Gardner speaks:
Good idea, thank you. We're allowed to meet as a group of two, we did not meet more than that. Okay, Commissioner Hales, you had something?

Commissioner Hales speaks:
Just a brief statement that I do not agree with Mr. Anderson's representation of the history of the situation or the documents involved. And I do believe he cherry picked facts. That said, I support the change to the phasing dates and I'm ready with a motion.

Chairman Gardner speaks:
If there's no other questions or comments by the Commissioners, we'll go to the motion. Not hearing any, so we'll go to a motion.

UNAPPROVED

Commissioner Hales speaks:
I move that we approve with conditions Major Modification Application DP25-0210 based on presentation, Staff Report ,and ability to make findings with the exception that Conditions 2b and 3 be removed. Noting also that the removal is not intended to indicate that the obligations spelled out therein are not in place through other means, but simply they are unnecessary to deciding the question of changing the phasing dates.

Commissioner Tarkanian speaks:
Second.

Vice Chairman Tolbert speaks:
I'll second that.

Chairman Gardner speaks:
Okay, so we have a motion by Commissioner Hales, seconded by Commissioner Tarkanian. I'm not going to try to repeat that. Taylor, you have that in the…? Okay, very good. With that, we have…

An unidentified speaker was heard on Zoom.

Chairman Gardner speaks:
Okay, do we have a new Commissioner weighing in? Okay.

Vice Chairman Tolbert speaks:
Yeah, we have a new Commissioner weighing in.

Chairman Gardner speaks:
Okay. So at this time if there's no other questions or comments, we'll go to a vote. All those in favor signify by saying aye. Okay, the motion passes 4-0 and one absent. There you go.

Vice Chairman Tolbert speaks:
That's four and a half. I get that one extra.

MOTION TO: Approve Major Modification Application DP25-0210 based on the presentation, the Staff Report, and the applicant's ability to meet the required findings with the exception that Conditions 2b and 3 be removed. Noting also that the removal is not intended to indicate that the obligations spelled out therein are not in place through other means, but simply they are unnecessary to deciding the question of changing the phasing dates; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Sharla Hales, Commissioner
SECONDER:	Danny Tarkanian, Commissioner
AYES:	Sharla Hales, Mark Gardner, Danny Tarkanian, Nathan E Tolbert

HUMAN RESOURCES

11.1 For possible action. Discussion to approve revisions to Douglas County Administrative Policies and Procedures, Policy 100.14, Drug and Alcohol Free Workplace. (Christine Vido, Human Resources Director)

Chairman Gardner read the agenda item into the record.

UNAPPROVED

Christine Vido, Human Resources Director, speaks:
Thank you, Chairman, Members of the Commission. Agenda Item 11.1 is a revision to Policy 100.14, our Drug and Alcohol Free Workplace. The policy before you is a comprehensive review and rewrite of this policy that has not been updated since 2008. The purpose of this revision was to modernize the policy and align it with current workplace practices, operational needs, legal consideration, and industry best practices. While the County's commitment to a safe and drug free workplace remains unchanged, the policy has been reorganized and rewritten to improve clarity, consistency, and ease of administration. It more clearly outlines prohibited conduct, testing circumstances and procedures, employee responsibilities, reasonable suspicion standards, post-accident protocols, return to duty requirements, and available employee assistance resources. The result is a cleaner, more streamlined policy that is easier for employees, supervisors, and management to understand and administer consistently across the organization. And with that, I'm available for any questions.

Chairman Gardner speaks:
Vice Chairman Tolbert or those with you?

Vice Chairman Tolbert speaks:
Yeah. Nobody with me anymore. I had a quiet corner, but not anymore. I know this one's a little bit of a side that I have been approached about the drug policy in the past and since it's there, I already know the answer. But I might as well put it out on the public record in that responding to given that the use of THC is legal in Nevada, that it doesn't test like alcohol does *(inaudible comment)* be clear of alcohol which *(inaudible comment)* THC. And I've asked about that because other employees have asked about that. And from the response, as I understand, is because it is federally not legal and that since we receive federal funding, we have to comply with federal guidelines. And I just want you to confirm that or clarify for me so that everybody understands how that works. Thank you.

Ms. Vido speaks:
Thank you, Vice Chairman Tolbert. Yes. What you've been advised is correct. Because we do receive federal funds, we do have to comply with the federal drug mandates.

Chairman Gardner speaks:
Okay. Any other Commissioners, questions? Okay. I don't have any questions either. So we'll go to Public Comment. Is there any Public Comment on Item 11.1?

PUBLIC COMMENT – none

Chairman Gardner speaks:
Okay, then I'll bring it back to the Board. Any other questions or do you want to offer a motion?

Commissioner Hales speaks:
I move that we approve the revisions to Douglas County Administrative Policies and Procedures, Policy 100.14 as presented.

Commissioner Tarkanian speaks:
Second.

Chairman Gardner speaks:
Motion by Commissioner Hales, seconded by Commissioner Tarkanian to approve the revisions to Douglas County Administrative Policies and Procedures, Policy 100.14 Drug and Alcohol Free Workplace as presented. All those in favor signify by saying aye. Okay, and the motion passes 4-0 and one absent.

UNAPPROVED

MOTION TO: Approve the revisions to Douglas County Administrative Policies and Procedures, Policy 100.14, as presented; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Sharla Hales, Commissioner
SECONDER:	Danny Tarkanian, Commissioner
AYES:	Sharla Hales, Mark Gardner, Danny Tarkanian, Nathan E Tolbert

11.2 For possible action. Discussion on revisions to Douglas County Administrative Policy 100.16: Drug & Alcohol Testing-Federal Requirements, which encompass both Federal Transportation Administration (FTA) and Federal Motor Carrier Safety Administration (FMCSA) requirements into one policy, and rescind as duplicative Policy 100.15: Alcohol and Controlled Substances Testing Program based upon audit recommendations from the Department of Transportation (DOT). (Christine Vido, Human Resources Director)

Chairman Gardner read the agenda item into the record.

Christine Vido, Human Resources Director, speaks:
Thank you, Chairman Gardner, Members of the Board. I did prepare speaking points for this. There's quite a few things that I want to cover and make sure that I address. This was a pretty significant change for this drug and alcohol policy as well. This item is a proposed update to the County's federally mandated drug and alcohol testing program for employees who are subject to Department of Transportation regulations. The revisions were prompted by a recent audit conducted in Human Resources for DOT Drug and Alcohol Compliance. And the policy was the recommendation of RLS and it's consistent with federal requirements and current best standards. Based on the audit review and the templates provided by RLS, staff determined that all of the language that was newly incorporated into 100.16 essentially made the second policy 100.15 obsolete because now both the process and the procedure are combined into one policy. Most of the revisions are technical in nature, including updating references to federal regulations rather than quoting regulatory language directly. This approach allows the policy to remain current and evolve without requiring frequent policy updates. As a result, this policy will serve as the County's primary DOT Drug and Alcohol Testing Policy. In addition, I did hand out to the Board Members a Supplemental correction. After the agenda was posted, we did one more review of the policy and did note a few small changes in federal citations that needed to be updated. So I did provide that as Supplemental to make the record clear that there were some technical corrections that did not change the intent, scope, or requirements under this policy. And with that, I am happy to answer any questions you have.

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

Chairman Gardner speaks:
Questions, Commissioners. Vice Chairman Tolbert? Okay. With that, then we'll go to Public Comment. So is there any Public Comment in Chambers for Item 11.2?

PUBLIC COMMENT- none

Chairman Gardner speaks:
Okay. Bring it back to the Board and entertain a motion.

Commissioner Tarkanian speaks:
So I'll make a motion to approve the revisions to Policy 100.16 Drug and Alcohol Testing Federal Requirements and rescind Policy 100.15 Alcohol and Controlled Substances Testing Program as presented.

UNAPPROVED

Commissioner Hales speaks:
Second.

Chairman Gardner speaks:
Motion by Commissioner Tarkanian, seconded by Commissioner Hales to approve the Douglas County Administrative Policy as presented. All those in favor signify by saying aye. Motion passes 4-0, one absent. Okay. Thank you very much, appreciate you coming down the street.

MOTION TO: Approve the revisions to Policy 100.16: Drug & Alcohol Testing- Federal Requirements and rescind Policy 100.15: Alcohol and Controlled Substances Testing Program, as presented; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Danny Tarkanian, Commissioner
SECONDER:	Sharla Hales, Commissioner
AYES:	Sharla Hales, Mark Gardner, Danny Tarkanian, Nathan E Tolbert

CLERK-TREASURER

12.1 For possible action. Discussion on the possible adoption of Resolution 2026R-036 levying the tax rates for all political entities within Douglas County for Fiscal Year 2026-27 pursuant to NRS 361.460 upon certification by the Nevada Tax Commission of the combined tax rates. (Amy Burgans, Clerk-Treasurer)

Chairman Gardner read the agenda item into the record.

Meghan Dorris, Assistant Treasurer, speaks:
Thank you, Chairman Gardner. Good afternoon. So I'm here today pursuant to Nevada Revised Statute 361.460 to present the Douglas County tax rates for Fiscal Year 2026-2027. Under NRS, the Board of County Commissioners is required to adopt a resolution levying the tax rates, which authorizes the Clerk-Treasurer's Office to bill the taxing entities within the county. This resolution will become effective immediately, as you mentioned, following the certification of the tax rates by the State Tax Commission on June 25th of this year. Included with this agenda item is a year over year comparison of the tax rates. As reflected in that attachment, there are six taxing entities within the county that have increased their rates as approved by their respective governing boards. Nevada law establishes an overall tax rate cap of $3.66 per $100 of assessed valuation, or 3.66 percent. These entities were able to make those adjustments while remaining within that statutory limit. The Douglas County Certified Tax Rate attachment also identifies six tax areas that have already reached that 3.66 cap, so as a result, the Douglas County's tax rate of 1.1680 cannot be increased, as doing so would cause those tax areas to exceed that maximum rate allowed under state law. So we did a review of some historical records going back to Fiscal Year 2013 to 2014 and the County's tax rate of that 1.1680 has remained unchanged. So thank you for your time today and we're welcome to take questions.

Chairman Gardner speaks:
Thank you. Commissioners, questions? Vice Chairman Tolbert, any questions? Okay. Sensing no questions there, what I find interesting is that the GIDs that are most in need of money are at the cap already. And that's troubling because so often the residents in those GIDs say we need, we need this, we need that, we need this, we need that, and yet they're at the cap.

Amy Burgans, Clerk-Treasurer, speaks:
I'll just mention, we've talked about this in previous years that you know, it's based on the assessed value. And so the assessed value of those homes in some of those areas are not as high as other ones, and that's

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why they have to reach that cap in order to grab the funding that they need for the projects to sustain those districts.

Chairman Gardner speaks:
Understandable. Okay. If there's no questions, we'll go to the public. Is there any Public Comment on Item 12.1?

PUBLIC COMMENT – none

Chairman Gardner speaks:
Okay. Bring it back to the Board and entertain a motion.

Commissioner Tarkanian speaks:
I'll make a motion to adopt Resolution 2026-036, levying the tax rates for all political entities within Douglas County for the Fiscal Year 2026-27, as presented.

Commissioner Hales speaks:
Second.

Chairman Gardner speaks:
Okay. Motion by Commissioner Tarkanian, seconded by Commissioner Hales to adopt Resolution 2026-36 as presented. Sensing no further discussion, all those in favor signify by saying aye. Motion passes 4-0, one absent. Thank you very much.

MOTION TO: Adopt Resolution 2026R-036 levying the tax rates for all political entities within Douglas County for Fiscal Year 2026-27 pursuant to NRS 361.460 upon certification by the Nevada Tax Commission of the combined tax rates; carried.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Danny Tarkanian, Commissioner
SECONDER:	Sharla Hales, Commissioner
AYES:	Sharla Hales, Mark Gardner, Danny Tarkanian, Nathan E Tolbert

Chairman Gardner speaks:
Don't go anywhere. Okay. Moving right along now.

12.2 For possible action. Discussion on the canvass of returns from the June 9, 2026, Primary Election including, entering an abstract of the results in the Board of County Commissioners' records, ordering the Douglas County Clerk to certify the abstract and transmit a report of the abstract to the Nevada Secretary of State in compliance with NRS 293.387. (Amy Burgans, Clerk/Treasurer)

Chairman Gardner read the agenda item into the record.

Amy Burgans, Clerk-Treasurer, speaks:
Thank you, Chairman and Commissioners. First, I like to always start my canvass with thanking all of my staff and every election worker who assisted with this election. We truly could not do this work without all of their dedication and commitment. So included in the Supplemental Materials today for today's meeting are the final results for the 2026 Primary Election which I am respectfully requesting the Board to certify. I do have a few items that I would like to bring to the Board's attention. I'm going to share my screen. They are in the Supplemental as well but I wanted to share them for the visual effect.

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Douglas County achieved nearly 40 percent voter turnout. While that does seem low, Douglas County was one of the highest turnout percentages in the state and the statewide turnout came in at approximately 22 percent. I have also prepared documents that provide a breakdown of the in-person and mail ballot voting. As you can see, mail ballot voting continues to be very popular in Douglas County. Fewer than 4,000 voters cast their ballots in person, while nearly 13,000 voters participated using a mail ballot. Of those that voted by mail, approximately 43 percent returned their mail ballots through the post office, the Postal Service, while 73 percent chose to drop them off at one of the Douglas County drop box locations. We received 179 ballots that were either missing a signature or that were not able to match their signature to the one that we had on file. Of those 179, 124 voters cured their signature by the cure deadline which was last Monday. By the cure deadline, which was just this last Monday, we had 55 ballots without a cure that we were unable to accept. We also received 150 mail ballots from the post office that we were unable to accept due to a postmark after Election Day. This is an increase from previous years and I believe it is due to the change in the postmark rules from the USPS. I would also like to note that we received 1,364 mail ballots back as undeliverable. Some of those voters did contact our office or came in in-person to report that they had not received their ballot, allowing us to verify and correct their voter information if need be and mailing address. We also had people come in that maybe a significant other in the house received their mail ballot and they did not receive theirs and theirs had come back as undeliverable even though they lived there. So I just want to point that out that that 1,364 was probably a bit lower of actual voters that were not at those residences anymore.

Chairman Gardner speaks:
Were you able to cure the ability of them to be able to vote?

Ms. Burgans speaks:
Oh, absolutely. They can still vote. I apologize. Of those 1,364, some of them did show up and vote either in person or they contacted our office and we did create a new mail ballot packet for them if they wanted it. Just because we receive a mail ballot back as undeliverable does not stop a person, there is no action that is taken in that moment. We just recognize it in the system so that if they contact us and say, I never received my mail ballot, we can let them know that it was returned to our office as undeliverable. It does not stop the person from voting. But of the 1,364, I just want to recognize how low of a number that is. If you go back and look at previous elections, I know it seems like a lot, but we sent out over 42,000 mail ballots. That's a very low number and that is due to the hard work and dedication of the Election staff to ensure that our voter rolls are as clean as possible. The voters that are associated with an undeliverable ballot that either did not vote or did not update their voter registration since we received that undeliverable ballot will enter the NVRA notification process over the next one to two weeks. We have until July 1st to get those mailings out. It's a tight timeframe, but it is vital to our office to either contact those voters and get current information, or be able to inactivate them so that we're not sending another mail ballot packet in the General Election. In-person voting…

Chairman Gardner speaks:
When I look at that… Wait a minute, it says received US Post Office with postmark and you rejected 150 of those.

Ms. Burgans speaks:
Yes.

Chairman Gardner speaks:
Because the postmark was after the…

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Ms. Burgans speaks:
The post mark was after Election Day. Correct. That was 150. And the majority of those, I believe 135, we received the day after the election which in my logic means they mailed it on Election Day, but with the new postmark rules, they were not postmarked until the morning that they got it to our office. So it's vital for people to understand the new postmark laws from the post office when choosing to mail their ballot back. It's just important that they do it sooner rather than wait until Election Day.

Chairman Gardner speaks:
And I compliment you on your outreach to the public. I've witnessed it a number of times where you were trying to make sure that people understood the weakness in this process. I would also suggest that there was some concerns maybe six years ago or whatever regarding, and it was a huge amount of people or that were, the issue was being illustrated is that to keep your mail ballot from getting compromised, it'd be wise to opt out of the mail ballot system. Okay. The challenge that I understand you incurred, your office incurred is that then you had people who had opted out and then indicated they were not going to be here during the election season which then meant that they didn't have an opportunity to vote.

Ms. Burgans speaks:
Correct. There is no option to opt back in during those 60 days. You have to, if you have opted out, you have to also opt back in by that 60-day period prior to the election. So yes, we have had people at every election cycle that comes into our office and says, I know early voting starts next week, but I'm going out of town and I won't be back by Election Day and there is no mechanism for us to be able to create a mail ballot packet for them at that point.

Chairman Gardner speaks:
Maybe more communications in advance of that 60 days so that we can try to make sure people understand that process because, you know, it's disappointing that they couldn't vote. But I understand the rules too.

Ms. Burgans speaks:
Agreed. Yes, absolutely. We are trying to enhance our Facebook posts. You might have seen them this election cycle, Georgi did an amazing job of making them fun and creative and appealing, hopefully, to the public. So yes, communication is always vital for our office prior to any election, so anything that we can do, please let us know. She's making a note right now. So I'm going to move on to in-person voting. In-person voting totaled 3,848 voters. Of those, I put 1,700, but I think it's 1,799. Yes, 1,799 voted during the two-week period of early voting. And 2,049 voters cast ballots at our five vote centers on Election Day. This election also marked the first time we utilized the new voting equipment and I'm pleased to report that the feedback from voters has been overwhelmingly positive. Voters noted that the system was easy to use, increased their confidence in the vote counting process and provided an overall voting experience. Additionally, this was the second election in which the statewide Voter Registration and Election Management System was used across Nevada. While the system was successfully implemented during the '24 General Election, Clerks, Registrars, and Secretary of State staff across the state have continued to invest significant time and effort into analyzing data, refining reporting tools, and enhancing system functionality. These ongoing improvements have contributed to a smoother and more efficient election process in 2026. In closing, I want to thank again, thank my staff, our election workers, and our community for their continued trust and participation in the election process. At this time, I respectfully request that the Board certify the results of the 2026 Primary Election.

Chairman Gardner speaks:
So I had one other question for you and that was regarding the new precincts because this is the first time the election process that you used the new precincts. Can you tell us about how you felt about that process?

UNAPPROVED

Ms. Burgans speaks:
So the Primary Election this year didn't have anything precinct specific on it. The General Election will have precinct specific ballots due to general improvement districts. We have four GIDs and one other Tahoe Douglas Fire Protection District that will be on the ballot along with the countywide offices for the General Election. So I could probably better answer that after the General Election. This go around, there were people that came in with their postcard for prior to the new precincts that showed, you know, their two-digit precinct and then came in with their three digit and were a bit confused and we were able to explain to them why they have a new district or precinct number.

Chairman Gardner speaks:
Thank you. Any other questions, Commissioners? Okay. This is an actionable item so we'll go to Public Comment on 12.2.

PUBLIC COMMENT

Kirk Walder speaks:
Good afternoon. While I serve on the Planning Commission these are my individual views. Not only do I support the Board certification of the election results our Clerk has presented, but I hope each of you and all of the citizens of Douglas County recognize and praise the hard work Amy and her team have done during this election. In addition to my job as an Election Worker in the last six years in Douglas County, I was previously an Election Judge in Maryland for over ten years. That experience allows me to clearly conclude that Amy is one of the best Election Administrators that I have observed. She brings extensive knowledge of Election law and its implementation. A commitment to honesty and transparency, makes a priority of a positive voter experience and is a tireless worker. Let me also praise the Election staff, particularly Georgi, Yvonne, David, Amy's Clerk-Treasurer staff, and the large number of temporary workers who attended to the many details and extensive logistics required in any elections. Thank you.

Chairman Gardner speaks:
Thank you. I think that's ditto from us.

James McKalip speaks:
And I too will congratulate Amy and her whole team. The election process seems to get better every time. And we got results quickly. The process was easy. I don't know how it took me only two minutes to vote. So great tribute to the staff. I know they work very hard. The, not related to Amy, but the turnout in Douglas County and statewide, frankly, was horrendous. And I don't understand why people don't think voting is important. I tried to get out the word people should not vote by mail. I sent out to 15 rural counties that I represent on the Douglas County or the NVGOP Rural Caucus, not to have people, specifically do not vote by mail on Election Day. I preached that. People still do it. In rural counties, think about it, they're not 50 miles from a hub. None of those people could vote on Election Day, and it should have been made clear to them, and I tried. So anyway, oh, I forgot to disclose, I'm a Member of the Planning Commission as well and I'm not speaking in that capacity. And thank you.

Chairman Gardner speaks:
Your flock is not listening are they, as you preach?

Mr. McKalip speaks:
No, I'm not as good a preacher as Amy is.

UNAPPROVED

Chairman Gardner speaks:
Additional Public Comment? Seeing no additional Public Comment, we'll bring it back to the Board and I'll entertain a motion. Commissioner Hales, you want to offer a motion? I'm not sure Commissioner Tarkanian is happy with the results, so.

Laughter was heard.

Chairman Gardner speaks:
Sorry. Sorry about that.

Commissioner Hales speaks:
I'm just reading the recommended motion. I'm not sure I understand it, so I'm going to move that we approve the canvass as presented including entering the abstract of the results upon the Board of County Commissioners records, ordering the Douglas County Clerk to certify the abstract and transmit a report of the abstract to the Secretary of State in compliance with NRS 293.387.

Vice Chairman Tolbert speaks:
I'll second.

Chairman Gardner speaks:
Okay. Motion by Commissioner Hales, seconded by Vice Chairman Tolbert to approve the canvass of the returns from the June 9th, 2026 Primary as stated in accordance with NRS 293.387. All those in favor signify by saying aye. Motion passes 4-0 and one absent. We're going to vote to approve it.

Commissioner Hales speaks:
I also want to add my congratulations and appreciation because every voter I spoke with had a positive experience and some had an over-the-top experience, including a couple of first-time voters who can't wait to vote again. So, well done. Thank you, thank you.

Chairman Gardner speaks:
And I'm going to have to get my wife to opt back in because she almost missed it.

MOTION TO: Canvass the returns from the June 9, 2026 Primary Election, including entering the abstract of the results upon the Board of County Commissioners' records, ordering the Douglas County Clerk to certify the abstract, and transmit a report of the abstract to the Secretary of State in compliance with NRS 293.387; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Sharla Hales, Commissioner
SECONDER:	Nathan E Tolbert, Vice Chair
AYES:	Sharla Hales, Mark Gardner, Danny Tarkanian, Nathan E Tolbert

COUNTY MANAGER

13.1 For possible action. Discussion to confirm Comptroller and Auditor for Douglas County. the appointment of Katherine Kaiser as (Kathy Lewis, Chief Operating Officer)

Chairman Gardner read the agenda item into the record.

UNAPPROVED

Kathy Lewis, Chief Operating Officer, speaks:
Thank you. I am pleased to present this item. I came before this Board in the first meeting in May with a restructure of our Finance division. Part of that restructure was to create a Comptroller and then a budget position in the County Manager's Office and to spread out the knowledge and the responsibility of that budget and the strategic planning and the internal controls and the accounting and all that between a couple positions. I am pleased to present to you that I would like Kathy Kaiser, Katherine Kaiser to be our Comptroller. A little bit of background, in 2013 she earned her Bachelor's in Accounting the same year she started with the County. Since she, I think this is just as important, since she started with the County, she has not only held many positions in Finance and the Treasurer's Office, but she has earned her Master's Degree and she is working to earn her Certified Public Finance Officer certification through GFOA. And a side note is I was on her interview panel in 2013 and voted to or put my mark down to hire her then. So we're very lucky to have her in Douglas County. And in addition to that, I need to up my game on how I dress because she looks very professional too. So, open for any questions.

Chairman Gardner speaks:
Commissioners, questions? Vice Chairman Tolbert?

Commissioner Tarkanian speaks:
I think she dressed very nice

Vice Chairman Tolbert speaks:
None. Thank you.

Chairman Gardner speaks:
Vice Chairman Tolbert?

Vice Chairman Tolbert speaks:
I have no questions.

Chairman Gardner speaks:
Okay. This is an actionable item, so we'll go to the public. Is there any Public Comment on Item 13.1? This is not jeopardy. I won't go 30 seconds. Okay.

PUBLIC COMMENT – none

Chairman Gardner speaks:
So okay, bring it back to the Board and entertain a motion.

Vice Chairman Tolbert speaks:
Mr. Chair, I'll do it. Let me grab that. I move to confirm the appointment of Katherine Kaiser as Comptroller for Douglas County, effective June 20th, 2026, as presented.

Commissioner Hales speaks:
Second.

Chairman Gardner speaks:
Okay, motion by Vice Chairman Tolbert, seconded by Commissioner Hales to appoint Katherine Kaiser as Comptroller and Auditor for Douglas County. Sensing no further discussion, all those in favor signify by saying aye. Motion is approved 4-0, one absent. Okay. Welcome and thank you. And I mean, you're not changing offices, right? You're just… okay. So thank you.

UNAPPROVED

Katherine Kaiser, Accounting Manager, speaks:
Thank you.

Chairman Gardner speaks:
Okay. Did you want to share something with us or… You're welcome to.

Ms. Kaiser speaks:
I really just want to say I was very honored to be considered and I appreciate your confirmation and I'm very excited to get started. Thank you.

MOTION TO: Confirm the appointment of Katherine Kaiser as Comptroller for Douglas County, effective June 20, 2026; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Nathan E Tolbert, Vice Chair
SECONDER:	Sharla Hales, Commissioner
AYES:	Sharla Hales, Mark Gardner, Danny Tarkanian, Nathan E Tolbert

13.2 For presentation only. Announcements/reports/updates from County Commission members, including updates on the various boards and/or commissions that they may be a member of or a liaison to, or any other meetings/functions they have attended, and any request by a Commissioner for discussion of a future agenda item. (Chairman Gardner)

Chairman Gardner read the agenda item into the record.

Chairman Gardner speaks:
Vice Chairman Tolbert, I'm going to go to you first.

Vice Chairman Tolbert speaks:
Okay. Thank you. So as you know I was absent at the last meeting because I was in Washington DC attending the County Leadership Institute. I was nominated by the NACO Board to attend that. Lots of good insight there that I'm hoping to bring back. They spoke about exactly these kinds of issues that we've been facing that are adaptive and not just, you know, if it's a broken pipe, you fix the pipe. These are more like we're not getting flow so you have to figure out where to get it from and those kinds of things. So it was very, very good. I'm glad to have attended and hopefully to make some use of that training. I also attended our Western Nevada Development District meeting on Monday before I traveled this time. We were out in Fallon where we certified our review and priorities document that's required by the federal government about how we're going to support and engage in supporting projects in different counties. There's a lot of things that the WNDD, the Western Nevada Development District does to help Douglas County. So that was a good meeting. And it ended with a tour of Fallon Naval Air Station which I had never attended as long as I've lived here and had no idea how instrumental that naval station is. In fact, every air wing that is deployed trained in Fallon for eight to nine weeks before they go to deployment. So that's about 2,000 - 3,000 members of the military in Fallon for nine straight weeks. They also do all the training for every Seal Team before they deploy also trains in Fallon except for Seal Team Six, as they are directed federally for their missions. But that was really interesting to see how something else in our neighborhood is so instrumental to our national and worldwide endeavors. And I think that's it for now. I'm sure I'm forgetting one other meeting but I can't think of what it is. So there you go.

Chairman Gardner speaks:
Thank you very much. Commissioner Tarkanian? Nothing? Commissioner Hales?

UNAPPROVED

Commissioner Hales speaks:
Just a couple quick things from Carson Water Conservancy District from last night. The Friends of Hope Valley were recognized. That's a group that has been amazingly effective at warding off any development or unsightly utilities through Hope Valley and a very impressive award. Also, the Alpine County Supervisor noted last night that they've received an $8 million grant to purchase some Park Ranch Holding property in Alpine County and they're very excited about that. That concludes my report.

Chairman Gardner speaks:
Wow. Okay. So I have a couple of things I'd like to report. Number one, I have been informed by our Sheriff's Department, especially our Jail staff, that the new control panel has been installed and is working. And so I would encourage you, I don't know when our next visit is supposed to be, but they have indicated that they're willing to bring any one of us through at any time we wish to take a look at that new system. So that's a critical investment that we had. Also, I wanted to announce, this is in the future, not in the past, June 29th is a critical day, a big day for the South County TRE community in that, number one, there will be a DART ribbon cutting ceremony at 10:30 AM at our TRE Community Center. So I would encourage my fellow Commissioners to attend that. And they'll have the vehicles, some of the vehicles down there. One of the great benefits of these vehicles is that they're all all-weather vehicles. So they're very similar to our school busses or our Fire Department vehicles that have the drop down chain controls. So they'll be able to operate, well, not 365, five days a week, Monday through Friday in a fixed route. And so that'll be great. And number two, on that same day that's at 10:30 AM, at 11:00 AM, we'll be dedicating the splash pad. Okay. The new installation there. So we look forward to that. And our Parks and Rec staff will be putting on a community barbecue at that time, it's normally a senior dining time, but anyways, we're going to do a community barbecue at that time. So anyways, I invite my fellow Commissioners to come down for that. Other than that, that's all I have from myself. Ms. Davidson.

Jenifer Davidson, County Manager, speaks:
Thank you, Mr. Chairman, Members of the Commission. I have some good news regarding stormwater; we just received another grant award. So we've been awarded a hazard mitigation grant program funding from the federal government through the State of Nevada. It's a $61,000 project. So not a big one, but still significant. And I'm very, very pleased with the work of our Stormwater team, along with our Grants Administrator team to apply for these grants actively and to be seeking this funding so we can best leverage County resources. This specific grant includes the replacement of an existing dip section on East Valley with an arched culvert which will improve drainage on East Valley which is really good news. So I just wanted to share that with the County Commission. Normally when we receive grants, we do a larger announcement. This one, I'm not sure because of the dollar amount that we'll be doing that, but we're going to keep a running tally on our Stormwater page to continue to communicate with the public how we are trying to be good stewards of taxpayer funding. So thank you for that.

Chairman Gardner speaks:
Well, I would encourage us to broadcast everything that we, you know, that's all of our taxpayer, that's our money coming back to our community. And so we need to be very happy about anytime we can because there's no such thing as federal dollars. Those are dollars out of our pockets that are coming back into our community. And I'm glad that you said that because it reminded me, to my understanding you know, we've had some concerns about our emergency communications radio system and as I understand it, it's in the budget for a $3 million grant to our Sheriff's Department to help us out with that. Oh, $2 million?

Ms. Davidson speaks:
Thank you, Mr. Chairman, Members of the Commission. It is my understanding that Congressman Amodei's Office has successfully worked to include a $2 million contribution. It's made it out of committee so there's some additional steps that have to happen but we are very grateful to Congressman

UNAPPROVED

Amodei for advocating on behalf of Douglas County for that funding. And we do believe, as he does, that we will ultimately be successful.

Chairman Gardner speaks:
But I believe that Senator Cortez Masto also put it in her earmarks also. So.

Ms. Davidson speaks:
Correct. The Senators also included it in their applications and it needs to make it through, not applications, their packages, it needs to make it through their process as well.

Chairman Gardner speaks:
Once again, that's our taxpayer dollars coming back into our community. So that's good. Okay. That will close up Item 13.2.

14. CLOSING PUBLIC COMMENT (No Action) – none

Chairman Gardner speaks:
We'll close with Closing Public Comment. At this time, Closing Public Comment is available to the public. All three members of the public. Okay. It appears they're denying. So okay, Closing Public Comment is hereby adjourned. Our next meeting will be July the 2nd, I believe. Thursday, July the 2nd. Is that correct? Okay. Same place, same time, 10:00 AM. With that, the meeting is hereby adjourned; thank you.

15. ADJOURNMENT

There being no further business to come before the Board of County Commissioners, the meeting adjourned at 2:57 PM.

Respectfully submitted:

_____
Mark Gardner, Chairman
Douglas County Board of County Commissioners

ATTEST:

_____
Amy Burgans, Clerk-Treasurer

UNAPPROVED

AGENDA ITEM NO. 7.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: **DOUGLAS COUNTY LIQUOR BOARD**

TITLE:
For possible action. Discussion to approve the Unrestricted Mobile Liquor License for FlyingA LLC, dba The Traveling Trough, represented by owner and operator Amanda Almeida. Amanda Almeida has signed a Waiver of Notice of Hearing. FlyingA LLC, dba The Traveling Trough, is located at 1588 County Road, Minden, Nevada 89423. (Captain Richard Koontz)

RECOMMENDED MOTION:
Approve the Unrestricted Mobile Liquor License for FlyingA LLC, dba The Traveling Trough, as presented.

FINANCIAL IMPACT:

The applicants' license fee of $750.00 was collected and deposited in General Fund Revenue Account 101.000.341.211.

BACKGROUND:

Amanda Almeida has signed a Waiver of Notice of Hearing and has cleared the background check. The mailing address for FlyingA LLC, dba The Traveling Trough, is P.O. Box 773, Minden, Nevada 89423.

ATTACHMENTS:

AGENDA ITEM NO. A.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion on the Outdoor Festival License application for National Night Out to be held August 7, 2026, from 4:00 PM to 8:00 PM, at 1770 US Highway 395 N Ste. D, Minden, Nevada, as submitted by Jonelle Spafford of Two Stone Slab and Tile. (Amy Burgans, Clerk-Treasurer)

RECOMMENDED MOTION:
Approve the Outdoor Festival License for National Night Out to be held August 7, 2026, subject to the stated conditions/comments by the reviewing departments.

FINANCIAL IMPACT:
None.

BACKGROUND:
Attached is the Outdoor Festival License application submitted by Jonelle Spafford of Two Stone Slab and Tile for National Night Out to be held August 7, 2026, from 4:00 PM to 8:00 PM, at 1770 US Highway 395 N Ste. D, Minden, Nevada. Department and Town comments and conditions, if any, are attached and incorporated herein.

ATTACHMENTS:
Application Packet.pdf
Approval Packet.pdf

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

1. **APPLICATION AND FEES.** This application is for outdoor events with attendance of 500 or more persons on any one day of the event. There is a $100.00 **nonrefundable** application fee. No application fee is required when the applicant is a Douglas County based charitable or nonprofit organization in good standing or when the applicant is an agency or department of the County. **INFORMATION GIVEN IN THIS APPLICATION WILL BE MADE AVAILABLE TO THE PUBLIC**.

2. **DEADLINE.** All applications must be submitted at least **sixty (60) days** in advance of the event. With good cause shown and approval from the Clerk/Treasurer, in cases of emergency or extenuating circumstances, applications may be submitted not less than twenty-five (25) days in advance of the event. For special approval, email boardclerk@douglasnv.us prior to submitting application.

3. **INSURANCE.** The Outdoor Festival application will not be accepted unless the applicant has furnished proof of insurance coverage that identifies County, it's officers, agendas, employees and volunteers as additional insured in an amount of not less than one million dollars for normal events or two million dollars for high risk events as determined by the County.

4. **CONDITIONS.** All conditions for approval imposed under Douglas County Code § 5.12 must be met before issuance of the Outdoor Festival license.

5. **APPROVAL AND AGENCY SIGN-OFFS.** The application will be reviewed by appropriate county agencies who shall investigate the application and report to the clerk with appropriate concerns. The completed application and agency approvals or concerns must be heard by the Board of County Commissioners for approval or denial. It is the responsibility of the applicant to reach out to county agencies for clarification on any issues identified.

6. **ISSUANCE OF LICENSE.** It is the responsibility of the applicant to ensure that the event was approved by the Board of County Commissioners and to follow up on any conditions set by the various agencies within the county that were submitted to the Board of County Commissioners.

OUTDOOR FESTIVAL EVENT LICENSE CHECKLIST

Materials required for submittal:

☑ $100 non-refundable application fee – check(s) made payable to "Douglas County"

-OR-

☐ Articles of Incorporation if waiver of application fee due to being a Douglas County Nonprofit

-OR-

☐ Applicant is a Douglas County agency or department

AND:

☒ Completed application

☐ Financial statement of the licensee (if applicable)

☒ Proof of Insurance

☐ Permits required by other governmental agencies (if applicable)

☑ Plot plan showing arrangement of facilities and parking, egress and ingress

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

OUTDOOR FESTIVAL LICENSE APPLICATION

Application Date: 6/15/2026

Name of Event: National Night Out

Location of Event: 1770 US Hwy 395 N Ste D Minden NV 89423
(Address or Legal Description)

Applicant's name: Jonelle Spafford

Mailing address: 1770 US Hwy 395 N Ste D Minden NV 89423
Street or P.O. Box City State Zip Code

Email Address: Sales@twostoneslabandtile.com

Phone #(s): 925-695-4577 (Business) 775-392-3838 (Cell)

Is the applicant a(n): ☐ Corporation ☐ Partnership ☒ Individual ☐ Other

If corporation or partnership, please list corporate officers or partners:

Name	Address	Title

Description of Event: Community partnership w/ local law enforcement, live music, vendors, games

Date(s) of Event: 8/7/26 Hours of operation: 4-8 pm

Will an admission fee be charged for your event? ☐ Yes; $ Amount: _____ ☒ No

Number of tickets and/or passes available: _____

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

List approximate number of participants: 25

List approximate number of spectators: 250-500

List expected peak number of spectators: 500

Will alcoholic beverages be served? ☒ Yes ☐ No
(all liquor vendors must be individually licensed with Douglas County Sheriff's Office)

Will food and/or beverages be served? ☒ Yes ☐ No
(all concessionaires must be licensed and operate under a valid health department permit pursuant to NRS chapter 446.)

Will there be live music? ☒ Yes ☐ No
- If Yes, Name of Performer(s) Shoetree brewing to provide music Type of Music _____

INSURANCE:

Name of Insurer: _____

Limits of liability: _____

Address of Insurer: _____
Street City State Zip code

Policy number: _____

I, the undersigned, have answered all questions in this application and to the best of my knowledge all answers are true and correct. I further understand that disclosure of any false, misleading or incorrect answers could result in the denial of the permit. The filing of the application does not authorize the conducting of any business for which a permit is required, and any carrying on of such business before a permit is issued may also be grounds for denial of a permit.

Signature of Applicant

6/15/26
Date

Jonelle Spafford
Name of Applicant

sales@twostoneslabandtile.com
Contact Email Address

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

FESTIVAL PLANS:

(MUST BE COMPLETED - ATTACH ADDITIONAL PAGES IF NECESSARY)

Detailed explanation of the applicant's plans to provide law enforcement protection; water facilities; food concessions; toilet facilities; trash cans and litter; medical facilities; fire protection; parking areas, access and parking control; maintenance of a headquarters or providing contact information; if it is proposed or expected that spectators or participants will remain at night or overnight, the arrangements for illuminating the premises and for camping or similar facilities; and what provisions shall be made for numbers of spectators in excess of the estimate. Applicant may submit a plot plan showing arrangement of the facilities including those for parking, egress and ingress shall be submitted with the application. (§ 5.12.040)

Describe law enforcement protection plan (§ 5.12.120(A))
Law enforcement is part of the event

Describe plan for location and supply of water facilities (§ 5.12.120(B))
Carson Valley Health will supply free water and food trucks will be on location.

Describe food concessions plan (§ 5.12.120(C))
food trucks as well as buisness fixtures in the shopping center

Describe toilet facilities plan (§ 5.12.120(D))
all buisnesses will be open w/ restrooms. Movie theatre has multiple stalls available

Describe trash cans and litter plan (§ 5.12.120(E))
All stores will have trash available

Describe medical facilities plan (§ 5.12.120(F))
law enforcement will be on location

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

Describe fire protection plan (§ 5.12.120(G))
East Fork Fire will be on location and will approve site map & event before start time

Describe parking areas, access and parking control plan (§ 5.12.120(H))
Half the parking lot will be open as well as infront of Moertys Appliance.

Describe location of on-site headquarters or contact information (§ 5.12.120(J))
Two Stone Slab & Tile - Jonelle Spafford

Describe illumination plan (§ 5.12.120(K))
Store fronts all have lights

Describe overnight camping facilities plan (§ 5.12.120(L))
None

Describe communication system plan (§ 5.12.120(Q))
Live band will have PA system

What provisions will be made for numbers of spectators in excess of the estimate (§ 5.12.040)
law enforcement will be on location, plenty of space for excess numbers & plenty of parking.

Attach a plot plan showing arrangement of the facilities including those for parking, egress and ingress. (§ 5.12.040)

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

CONTRIBUTORS & INVESTORS LIST

Please list anyone who has contributed, invested or who has a financial interest greater than $500. Use additional sheets if necessary.

Investor's name: _____

Mailing address: _____
Street or P.O. Box City State Zip Code

Email Address: _____

Phone #(s): _____ (Business) _____ (Cell)

Investor's name: _____

Mailing address: _____
Street or P.O. Box City State Zip Code

Email Address: _____

Phone #(s): _____ (Business) _____ (Cell)

Investor's name: _____

Mailing address: _____
Street or P.O. Box City State Zip Code

Email Address: _____

Phone #(s): _____ (Business) _____ (Cell)

Investor's name: _____

Mailing address: _____
Street or P.O. Box City State Zip Code

Email Address: _____

Phone #(s): _____ (Business) _____ (Cell)

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

PROPERTY OWNER AFFIDAVIT

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

I, James Winans being duly sworn, depose, and say that I am an owner* of property involved in this application, that the applicant has my full permission to use the property and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects complete, true and correct to the best of my knowledge and belief.

Location of Event: 1770 Highway 395
Address or Legal Description

Signed James Winans

Subscribed and sworn to before me this 17 day of June, 2026.

*Owner refers to the following. Please mark the appropriate box.

☑ OWNER/JOINT OWNER

☐ CORPORATE OFFICER/PARTNER

☐ POWER OF ATTORNEY (Provide copy of Power of Attorney)

☐ AGENT (Notarized letter from property owner giving legal authority to agent)

☐ LETTER FROM GOVERNMENT AGENCY WITH STEWARDSHIP

Douglas County Clerk's Office

~OR~

Notary Public in and for said county and state

My commission expires

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

INSURANCE, HOLD HARMLESS & INDEMNIFICATION REQUIREMENTS FOR AN OUTDOOR FESTIVAL LICENSE APPLICATION

Pursuant to Douglas County Code §5.12, any applicant for a Douglas County Outdoor Festival license must ensure the following requirements are met to the satisfaction of Douglas County before the Outdoor Festival license may be issued.

INDEMNIFICATION & HOLD HARMLESS

As respects acts, errors or omissions relating to the event, APPLICANT agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly or indirectly out of the event or any activity leading up to, during, or following the event, excepting those which arise out of the sole negligence of the COUNTY. APPLICANT further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of APPLICANT or its agents concerning the event.

INSURANCE REQUIREMENTS

COUNTY requires that APPLICANT purchase General Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the event by APPLICANT, its agents, representatives, or employees. The cost of all such insurance shall be borne by APPLICANT. APPLICANT shall maintain coverage and limits of not less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and not less than $2,000,000 for events determined to be high risk by Douglas County. APPLICANT is required to post an indemnity bond or a performance bond in favor of the county in connection with the operation of outdoor festival for not less than $100,000. Any Douglas County department or agency required to perform an duty during the outdoor festival that results in it incurring extraordinary costs may request the clerk of the board to invoice the licensee or proceed against a bond posted.

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY prior to the event. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to issuing the license. The COUNTY prior to the change taking effect must approve any changes to the deductibles or self-insured retentions.

APPLICANT shall provide COUNTY with a certificate of insurance that identifies COUNTY, its officers, agents, employees and volunteers as additional insured.

I hereby agree to the all of the provisions stated above and have attached a copy of the Certificate of Liability Insurance:

National Night Out
Name of Event

8/7/26
Date of Event

Jonelle Stafford
Applicant's name (printed)

Applicant's signature

6/15/26
Date

JAMEAND-01 CMITCHELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Warren W. Reed Insurance, Inc.
1521 Hwy 395 N
Gardnerville, NV 89410

CONTACT NAME:
PHONE (A/C, No, Ext): (775) 782-2277 FAX (A/C, No): (775) 782-8923
E-MAIL ADDRESS: info@warrenreed.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Hartford	29424
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
James and Ruth Winans
P.O. Box 2529
Minden, NV 89423

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			53SBANZ2053	4/1/2026	4/1/2027	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			53SBANZ2053	4/1/2026	4/1/2027	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 1770 Hwy 395 No. Minden NV 89423, National Night Out 08/07/2026

CERTIFICATE HOLDER
Douglas County Nevada
1594 Esmeralda Ave
Minden, NV 89423

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

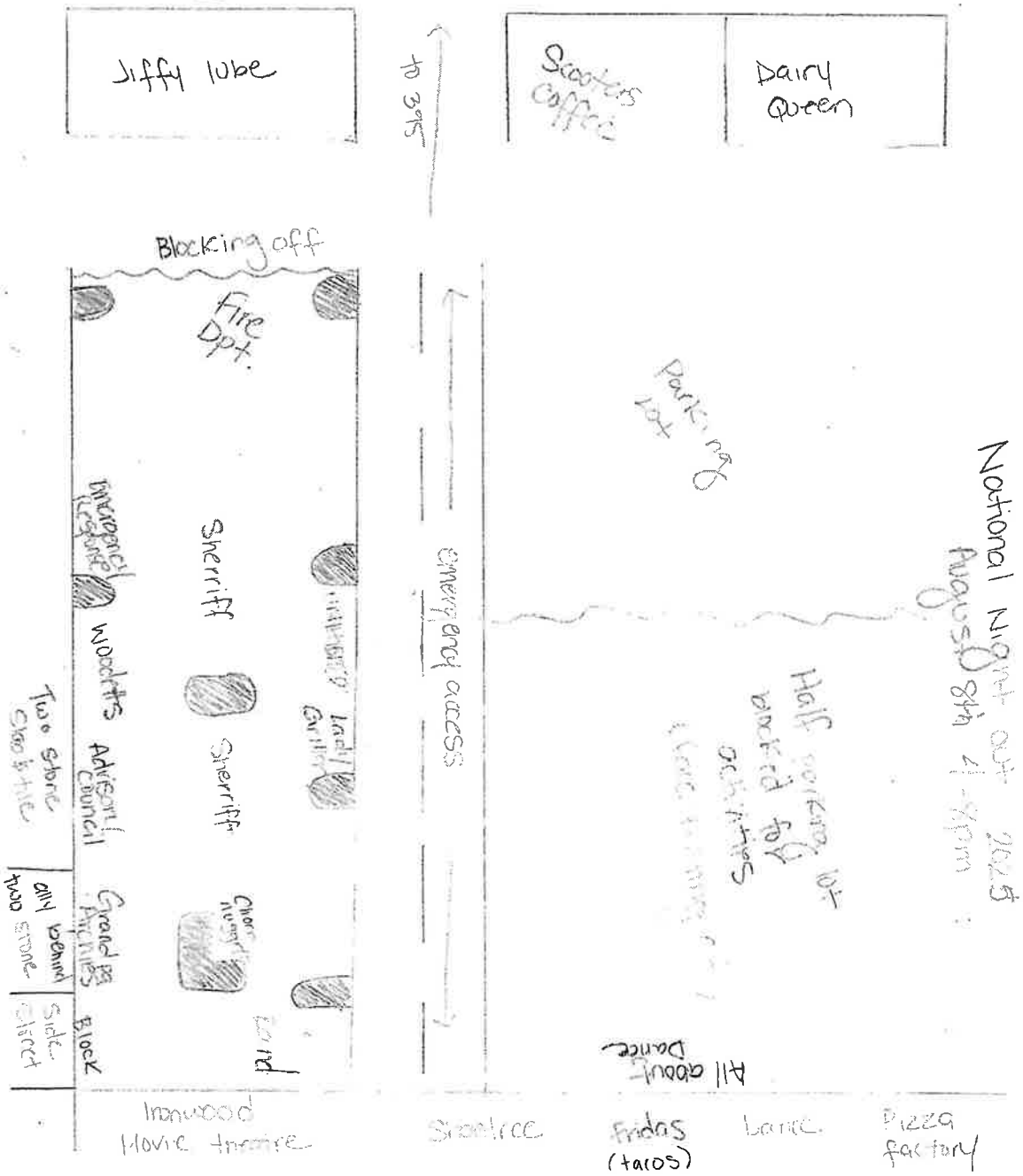
AUTHORIZED REPRESENTATIVE
Carolyn Mitchell

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EST. 2016
TWO STONE
- SLAB & TILE -
MINDEN, NV

Customer:_____

Address:_____



AMY BURGANS
CLERK-TREASURER
website: cltr.douglasnv.us

DOUGLAS COUNTY STATE OF NEVADA CLERK TREASURER

Clerk's Office *(775) 782-9014*
Treasurer's Office *(775) 782-9018*
Tahoe General Services *(775) 586-7270*

Public Hearing Within 30 Days Waiver Letter

To Whom It May Concern:

Per NRS 244.3544, I am aware that I have the right to have my outdoor festival license application presented at a regular meeting of the Board of County Commissioners within 30 days of submitting a complete application and fee, if applicable. Per this letter, I authorize the Douglas County Clerk's Office to waive the no more than 30 days requirement to allow all required Douglas County Departments adequate time needed to review the application and provide required conditions, if applicable.

Applicable Nevada Revised Statute:
NRS 244.3544 Hearing: Notice; investigation; grant, denial or conditioning of license; issuance of license.
1. Upon receipt of a complete application and the application fee, the clerk shall:
(a) Set the application for public hearing at a regular meeting of the board, not less than 15 days nor more than 30 days thereafter, and give not less than 10 days' written notice thereof to the applicant.

Name of Event: National Night Out

Applicant Signature: [signature]

Date: 6/15/2026

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: National Night Out

EVENT DATE: August 7, 2026

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: None.

NAME & TITLE OF APPROVER: Brent Finster, Emergency Communications Manager

DEPARTMENT: Dept of Emergency Management/Emergency Communications Division

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: National Night Out

EVENT DATE: August 7, 2026

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: None

NAME & TITLE OF APPROVER: Ron Elges/Undersheriff

DEPARTMENT: Sheriff's Office

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: National Night Out

EVENT DATE: August 7, 2026

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: The application for a license to conduct an outdoor festival was reviewed by Risk Management. The applicant provided sufficient proof of coverage to satisfy the requirements outlined in section N of Douglas County Code 5.12.120.

NAME & TITLE OF APPROVER: Megan Warren/ Human Resources Analyst

DEPARTMENT: Human Resources/Risk Management

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: National Night Out

EVENT DATE: August 7, 2026

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: None

NAME & TITLE OF APPROVER: Kate Moroles-O'Neil,Principal Planner

DEPARTMENT: DC Community Development

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: National Night Out

EVENT DATE: August 7, 2026

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: none

_____

_____

_____

_____.

NAME & TITLE OF APPROVER: Ryan Stanton, Deputy Director

DEPARTMENT: Community Services

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: National Night Out

EVENT DATE: August 7, 2026

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS:_____

_____

_____

_____

_____.

NAME & TITLE OF APPROVER: JD Frisby, Town Manager

DEPARTMENT: Town of Minden

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: National Night Out

EVENT DATE: August 7, 2026

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: See attached requirements

_____

_____

_____

_____.

NAME & TITLE OF APPROVER: Patrick Mooneyhan-Captain

DEPARTMENT: EFFPD

1694 County Road
Minden, NV 89423
(775) 782-9040 (775) 782-9043

Tod F. Carlini, District Fire Chief
Amy Ray, Deputy Fire Chief/Fire Marshal
Scott Gorgon, Deputy Chief/Operations
Larry Goss, Deputy Fire Chief/Training
Kathy Lewis, CPA, Director of Finance
Lisa Owen, Director of Admin Services

Mobile Food Preparation Vehicle



An operational permit issued by the East Fork Fire Protection District is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease laden vapors. Such vehicles shall comply with Section 319 of the 2018 International Fire Code. IFC 105.6.30, and will require an inspection from the East Fork Fire Protection District prior to business license issuance.

Cooking equipment that produces grease-laden vapors shall be provided with a Type 1 kitchen exhaust hood unless otherwise allowed in IFC Section 607.2.

Cooking equipment shall be protected by an approved automatic fire extinguishing system.

An approved 2A-10BC fire extinguisher and Class K fire extinguisher with a State tag showing current testing shall be provided in a location readily available for operation.

Appliance and Cooking Oil Location:

When installations have a grill or stove and a deep fryer adjacent to each other, there shall be an 8 in. high noncombustible splash shield between them as required by NFPA 96, or a 16 inch space shall be provided between the appliances. Cooking appliances shall be secured in place and connected to fuel-supply piping with an approved connector. (ANSI Z21.69/CSA 6.16) Movement of appliances shall be limited by restraining devices installed in accordance with the connector and appliance manufacturer's instructions.

Cooking oil storage containers within mobile food preparation vehicles shall have a maximum aggregate volume not more than 120 gallons, and stored in such a way as to not be toppled or damaged during transport.

Metallic and non-metallic storage tanks shall be listed for use with cooking oil, and installed in accordance with the manufacturer's instructions. Tank capacity shall not exceed 200 gallons. Normal and emergency venting shall be provided.

LP- Gas (Propane) Systems:

Mobile food preparation vehicles that utilize LP gas (Propane) shall be limited to a maximum aggregate quantity of LP-gas containers transported on the vehicle and used to fuel cooking appliances shall not exceed 200 pounds (91 kg) propane capacity. The following installation requirements shall apply:

• LP-gas containers shall be securely mounted and restrained to prevent movement.
• LP-gas containers shall be manufactured in compliance with the requirements of NFPA 58.

• LP-gas system piping, including valves and fittings shall be installed in accordance with the requirements of NFPA 58.
• LP-gas system piping, including valves and fittings, shall be adequately protected to prevent tampering, impact damage, and damage from vibration.
• A LP-gas alarm shall be installed within the vehicle in the vicinity of LP-gas system components, in accordance with the manufacturer's instructions.

The use of natural gas (CNG) is not common in Mobile Food Preparation Vehicles. Vehicles utilizing CNG for cooking fuel must comply with section 319.9.2 of the 2018 International Fire Code and NFPA 52.

Equipment Maintenance:

LP-gas containers and fuel-gas piping shall be inspected annually by an approved inspection agency or a company that is registered with the US Department of Transportation to requalify LP-gas cylinders, to ensure that system components are free from damage, suitable for the intended service and not subject to leaking.

The exhaust system, including hood, grease-removal devices, fans, ducts and other appurtenances, shall be inspected and cleaned in accordance with the following table (IFC 607.3):

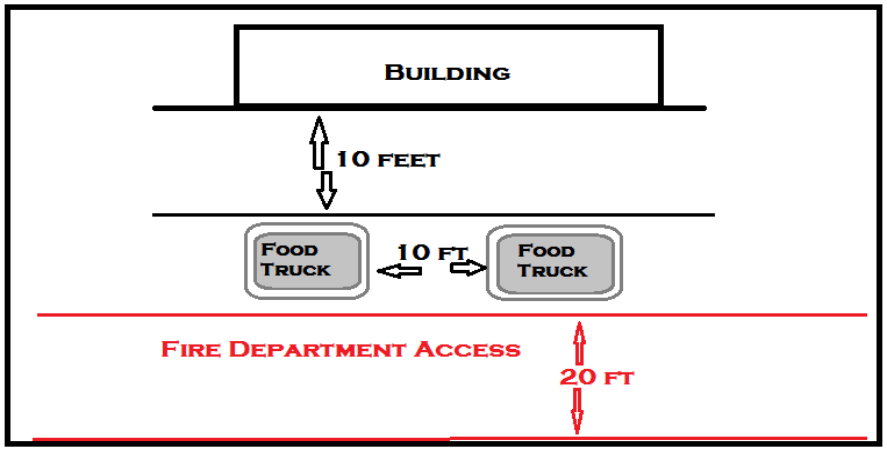
Type of Cooking Operations	Frequency of Inspection
Cooking utilizing solid fuel-burning cooking appliances	1 month
High-volume cooking such as 24-hour operations, charbroiling, or wok cooking	3 months
All other	6-months

Fire Extinguishers shall be serviced annually. Automatic fire extinguishing systems shall be serviced every 6 months.

Food Truck Set-up and Parking:

A minimum 10 foot clearance from buildings, structures, other vehicles, and any combustible materials must be maintained.

Verify fire department vehicular access is provided for fire lanes and access roads. Minimum clear width required for fire access is 20 feet.



Do not set up in front of fire hydrants or Fire Department Connections (FDC).

Outdoor Event Requirements

Tents and Canopy Set-up

A tent is defined as a structure, enclosure or shelter constructed of fabric or pliable material supported by any manner except by air or the contents that it protects. A canopy is defined as a structure, enclosure, or shelter constructed of fabric or pliable material supported by any manner except by air or the contents that it protects, and is open without sidewalls or drops on 75 percent or more of the perimeter.

Tents having an area in excess of 200 square feet and canopies in excess of 400 square feet shall not be erected, operated, or maintained for any purpose without first obtaining a permit and approval from the East Fork Fire Protection District (EFFPD).

1. Tents and canopies, used as an assembly occupancy, having an area in excess of 200 square feet of floor area, and any size canopy used for a cooking booth shall be composed of material meeting the flame propagation performance criteria of NFPA 701. A certificate shall be submitted to the EFFPD and a copy retained on the premises where the temporary structure is set up. This affidavit or certificate shall attest to the following information:
   a. Names and address of the owners of the tent or canopy.
   b. Date the fabric was last treated with flame–retardant solution.
   c. Trade name or kind of chemical used in treatment.
   d. Name of person or firm treating the material.
   e. Name of testing agency and test standard by which the fabric was tested.

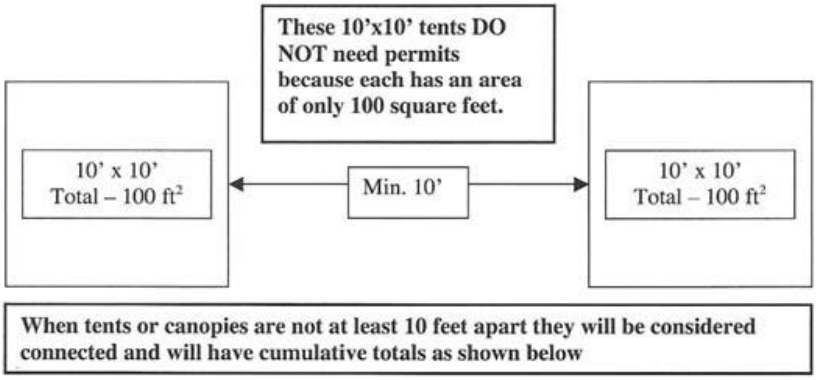
   or

   e-1. A permanently affixed label from the Office of the State Fire Marshal stating that the material used for the tent or canopy is flame retardant and a Certificate of Flame Resistance.

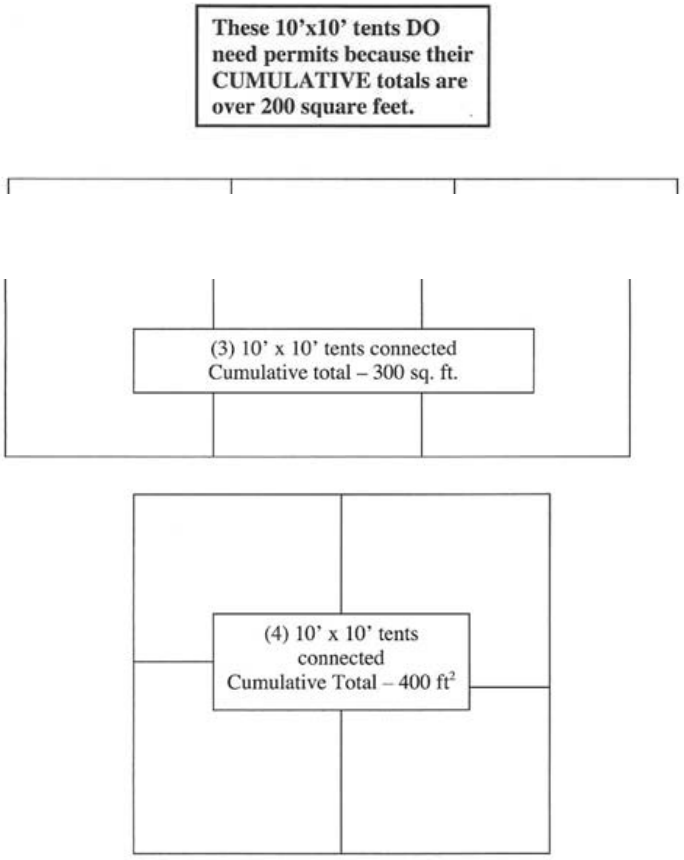
   or

   e-2. 10 x 10-foot canopies meeting fire retardant CPAI-84 requirements as listed in the manufacturer's specifications.

2. Hay, straw, shavings or similar combustible materials shall not be located within any tent, canopy or membrane structure used for the daily feeding and care of animals.
3. Smoking shall not be permitted in tents or canopies used for assembly. "No Smoking" signs must be posted.
4. Open Flame or other devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking devices shall not be permitted inside or located within 20 feet of a tent or canopy unless otherwise approved by the EFFPD.

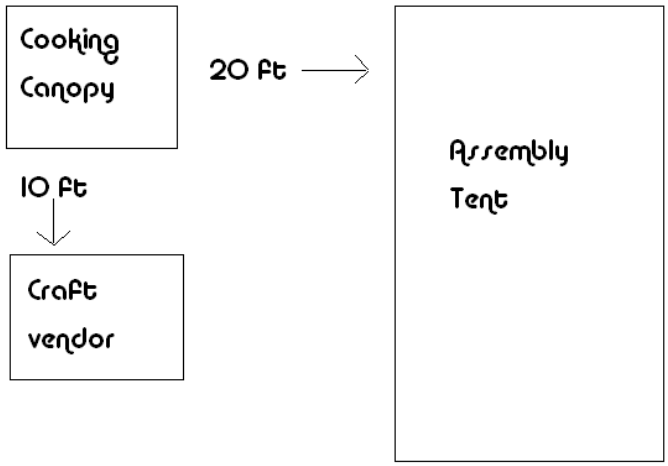


When tents or canopies are not at least 10 feet apart they will be considered connected and will have cumulative totals as shown below



Heating and Cooking Appliances/Cooking Booths

5. Cooking is allowed under flame retardant canopies that comply with section 1 above.
6. Tents and canopies where cooking is performed shall be separated from other cooking booth
7. Canopies, vendor tents, and combustible construction by a minimum of 10 feet, and from assembly tents by a minimum of 20 feet.
8. Any cooking shall be isolated from contact with the public by physical guards, fencing, or enclosure.
9. All commercial cooking equipment located inside of a trailer or fully enclosed constructed booth made of permanent materials shall be provided with an approved UL listed automatic fire extinguishing system, bearing an approved service label as certified by the office of the State Fire Marshal.
10. All cooking booths must have a minimum 5lb "2A:10B:C" rated fire extinguisher with a current State Fire Marshal's service tag. A "K"-rated fire extinguisher shall be provided for all cooking applications utilizing grease or deep fat fryers.
11. Compressed gas cylinders shall be stored in an upright position and secured to prevent accidental tip over. All compressed gas cylinders in use shall be equipped with individual regulators with approved hoses and appliances.



Fire Access

12. A 20-foot fire lane shall be provided for all events for emergency access.
13. No parking, display, or obstruction of any sort is permitted in front of Fire Hydrants, Fire Department Connections, or access doors to rooms containing fire protection equipment.
14. Fuel powered generators shall be a minimum of 25 feet from any booth and shall be isolated from contact with the public by either physical guard, fence, or enclosure.

AGENDA ITEM NO. B.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept the Public Administrator's 2026 Second Quarter Report for the period beginning April 1, 2026, and ending June 30, 2026, per Douglas County Code Chapter 2.23. (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Accept the Public Administrator's 2026 Second-Quarter Report for the period beginning April 1, 2026, and ending June 30, 2026, per Douglas County Code Chapter 2.23.

FINANCIAL IMPACT:
None.

BACKGROUND:
The Public Administrator's 2026 Second-Quarter Report, reflecting 27 active cases as of June 30, 2026, is attached for the public's review.

ATTACHMENTS:
DC PA BOCC Report Q2 -07.01.26.pdf

DOUGLAS COUNTY
Public Administrator
P.O. Box 570
Minden, NV 89423
(775)783-6410 (775)782-9031 (f)

DOUGLAS COUNTY PUBLIC ADMINISTRATOR
Quarterly Report for Period Ending
June 30, 2026

In Nevada there are 4 types of Probate (after Special Administration), those being:

1. **Affidavit of Entitlement "Small Estate Affidavit":** Any estate that has NO real property – and is total value less than $25,000.
2. **Set Aside Estate:** Has real property and/or is total value over $25,000 but LESS than $100,000 (or has a pour-over will to a trust). A pour-over will is a type of will used in conjunction with a revocable living trust. It ensures that any assets not already held within the trust at the time of the grantor's death are "poured over" into the trust to be distributed according to the trust's terms.
3. **Summary Administration:** Any estate that is over $100,000 but less than $300,000.
4. **General Administration:** Any estate over $300,000.

Active Cases: 27

-Small Estate Affidavit	14
-Set Aside	1
-General Administration	12

Closed Cases: 20

-Closed due to completion of probate and discharge approved by the court.	20

Revenue: $39,269.45

-Reimbursements Received: $18,692.64
-Statutory Fees Received: $20,576.81

AGENDA ITEM NO. C.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept the Public Guardian's 2026 Second Quarter Report for the period beginning April 1, 2026, and ending June 30, 2026, per Douglas County Code 2.22.135. (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Accept the Public Guardian's 2026 Second Quarter Report, as presented.

FINANCIAL IMPACT:

Guardianship fees received for the quarter ending June 30, 2026, totaled $14,085.28.

BACKGROUND:

Attached is the Public Guardian's 2026 Second Quarter Report for the period of April 1, 2026, through June 30, 2026. A total of $14,085.28 was collected in fees. There are a total of 26 Active (Living) Guardianships as of June 30, 2026.

ATTACHMENTS:
2026.4-6 Quarterly Report April, May, June.pdf

DOULGAS COUNTY
Public Guardian
P.O. Box 1929
Minden, NV 89423
(775)782-6213 (775)782-9031 (f)

DOUGLAS COUNTY PUBLIC GUARDIAN
Quarterly Report for Period Ending
June 30th, 2026

Number of Protected Persons:

Active (Living) Guardianships (6/30/2026)	26- Full Guardianships
Active (Deceased) Guardianships (6/30/2026)	0- Full Guardianships
Active Guardianships of Person	0- Person Only
Active Guardianships of Estate	0- Estate Only
Active Trustee Service	0
Active Administration	0
Active Temporary Guardianships	0
Guardianships received this quarter	3
Protected Persons deceased this quarter	0
Guardianship dismissed (other than death)	1
Referrals Received/Pending	2
Estates to Close	0
Trusts to Close	0
Administration to Close	0
Estates Converted to Administrator	1
Estates Closed	1
Trusts Closed	0
Administrations Closed	0
Investigations Received	0
Investigations Closed	0
Investigations Converted to Guardianships	0
Clients deemed indigent	2

Placement:

Douglas County

Chateau at Gardnerville	4
Gardnerville Health & Rehab	2
Valage Senior Living at Carson Valley	0
Volante of Carson Valley	0
In their own home	1

Carson City

Mountain View Health & Rehab	8
Life Skills	1
Silver Oak Rehab	1
Prestige Memory Care	0
Carson Tahoe Hospital	0

Reno/Sparks

Chrysalis	1
JC Family	1
New Hope/Wellcare	1
Washoe Senior Living II	1
Pleasant Care Group Home	1
Sunlife Group Home	1
Renown	0

Yerington

South Lyon Medical Center	1
Mason Valley Residence	0

Fallon

The Homestead	0
Highland Village of Fallon	0

Las Vegas

Neuro Restorative	2

Currently there are Twenty-six clients under the care of the Public Guardian Office. We have Zero pending estates to close, Zero Trusts or Administrations, and Two referrals received.
Guardianship fees generated and deposited to the General Fund April to June: $14,085.28

Respectfully submitted,
PUBLIC GUARDIAN
cc: Neal Falk Minden Lawyers LLC
Daniel Judd Allison MacKenzie, Ltd.
Jenifer Davidson, County Manager
Board of County Commissioners

AGENDA ITEM NO. D.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept a $36,000 Nevada State Emergency Response Commission Operations, Planning, Training, & Equipment Grant for the period of July 1, 2026, through June 30, 2027; augment the Emergency Management Fund to account for the grant award; and authorize the Emergency Manager to sign all related documents (Kara Easton, Director of Emergency Management)

RECOMMENDED MOTION:
Accept a $36,000 Nevada State Emergency Response Commission Operations, Planning, Training, & Equipment Grant for the period of July 1, 2026, through June 30, 2027; augment the Emergency Management Fund to account for the grant award; and authorize the Emergency Manager to sign all related documents

FINANCIAL IMPACT:
The award increases the Emergency Management grant services and supplies budget by $36,000 (101-281 540.010), Project number 27G02. There is no match for this grant.

BACKGROUND:
The State Emergency Response Commission provides grant funding to Local Emergency Planning Committees to purchase equipment for hazardous materials incidents. This grant will provide resources to the Douglas County members of the Quad-County Hazardous Materials response team to ensure they are properly equipped when responding to hazardous materials incidents in Douglas County and the Northern Nevada region.

ATTACHMENTS:
Grant Form 27G02.pdf
FY27 SERC OPTE Grant Award Douglas County.pdf

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	6/26/2026	**Fund-Department #**	101 281
Project Number	27G02	**Fund-Department Name**	Emergency Operations
Grant Title	Fiscal Year 2027 SERC OPTE		
Grant Purpose	The grant funds are used for preventing, mitigating, and/or responding to hazardous materials incidents through planning, training, and acquiring equipment. This grant will be used to purchase equipment for East Fork and Tahoe Douglas Fire Protection Districts to use during hazardous materials incidents. The equipment identified for purchase consists of calibration gas, hazmat sensors/detectors, neutralizing agent, pan disruptors with stands, tactical rigging kits, and breaching helmets		
Awarding Entity	State Emergency Response Commission (SERC)		
Total Grant Funds	$36,000		
Grant Start Date	7/1/2026	**End Date**	6/30/2027
Grant Type	☐ Federal- Enter CFDA ☑ State ☐ Other	(description of Other)	
Federal CFDA#		**Agreement Number**	27-OPTE-04-01
Method of Funding	☐ Advance ☑ Reimbursement		
Reporting Frequency	☐ Monthly ☑ Quarterly ☐ Semi-Annually ☐ Annually ☐ Upon Completion		
Reporting Due By	**30th after the end of each quarter**	**(EX: 10th, 15th, 30th after the end of the Quarter)**	
County Match Required?	☑ No ☐ Yes - enter $amount or %	**Match Amt**	$ - **or Match %** 0%
Match Type	☐ In-Kind **or** ☐ Cash		

Complete only GREY areas

	Fund	Dept		
Fund-Department #	101	281	**Project Number**	**27G02**
Fund-Department Name	Emergency Operations			

Financial Information

Source of Funds

(Name of Awarding entity)

Revenue					
101-000 331.500	Grant Revenue - Federal	$ -	$ -	$ -	
101-000 331.510	Grant Revenue - State	$ 36,000.00	$ -	$ -	
101-000 360.300	Grant Revenue - Non-Govt.	$ -	$ -	$ -	
	Total Revenue	$ 36,000.00	$ -	$ -	
	Match - Non Grant Reimbursement	$ -	$ -	$ -	

Expenditures

		First Year	Second Year	Third Year
Various	Salaries & Benefits	$ 943.00	$ -	$ -
101-281 532.003	Gas & Oil	$ -	$ -	$ -
101-281 520.085	Communications	$ -	$ -	$ -
101-281 532.050	Food Commodities	$ -	$ -	$ -
101-281 000.000	Operating Expense	$ -	$ -	$ -
101-281 000.000	Maint Bldg & Grounds	$ -	$ -	$ -
101-281 562.100	Grants-Capital Outlay	$ -	$ -	$ -
101-281 565.010	Pass Thru	$ 35,057.00	$ -	$ -
		$ -	$ -	$ -
	Subtotal Expenses	$ 36,000.00	$ -	$ -
101-281 562.100	Grant Match - Capital Outlay	$ -	$ -	$ -
101-281 511.150	Grant Match - Salary	$ -	$ -	$ -
101-281 541.501	Grant Match - Serv & Supplies	$ -	$ -	$ -
	Subtotal Match	$ -	$ -	$ -
	Total Expenditure	$ 36,000.00	$ -	$ -
	Total Match	$ -	$ -	$ -

Where will match funds come from?

Grant Awarded Funds

Year	Amount
FY26-27	$ 36,000.00
FY27-28	$ -
FY28-29	$ -
Total	$ 36,000.00

Joe Lombardo
Governor

Nevada Department of
Public Safety
Dedication Pride Service

George Togliatti
Director

Kristi Defer
Deputy Director

State Emergency Response Commission

Stewart Facility
107 Jacobsen Way
Carson City, Nevada 89711
Telephone (775) 684-7511 - Fax (775) 684-7519

June 15, 2026

Kara Easton, LEPC Chair
1615 8th Street
Minden, NV 89423

Ref: SERC OPTE Grant Award Letter 27-OPTE-04-01

Dear Ms. Easton,

It is my pleasure to inform you that Douglas County LEPC FY27 SERC OPTE Grant request has been approved by the SERC Commission in the amount of $36,000.00 for Equipment & Operations. The grant period is July 1,2026, to July 1, 2027. As always, these grant funds are not available for expenditures or obligations occurring prior to or after the award period.

Please use the grant number above on all correspondence regarding this grant.

Enclosed is the grant award obligating the funds to the LEPC. Please sign and return to the SERC office. Please note that no reimbursements will be made until all award documents have been signed and received by the SERC office.

As a grantee of the SERC, your agency will be required to comply with federal, state, and local rules and regulations and administrative guidelines in the management of this grant.

If you have any questions, you can always contact our office at 775-684-7511 or email serc@dps.state.nv.us.

Sincerely,

Kelly Hutter, SERC MAII Bureau Chief

STATE OF NEVADA

STATE EMERGENCY RESPONSE COMMISSION

SERC OPTE FY2027 Grant Award

Subgrantee:	Douglas County Local Emergency Planning Committee	**Grant Number:**	27-SERC-04-01
Address:	1615 8th Street Minden, NV 89423	**Total Award:**	$36,000.00
Vendor#:	T40174400M		
Project Title:	SERC OPTE Grant	**Grant Period:**	7/1/2026 to 7/1/2027
CFDA #:	None		

Approved Budget for Project

Category		Amount
Operations:	Non-Clerical - $943.00 Clerical - $943.00	$1,886.00
Planning:		$0.00
Training:		$0.00
Equipment:	(4) Draeger XAM-8000 VOC Replacement Sensor, 1 Tank of C4H8 Calibration Gas, (3)Tank of CH4,O2,CO,H2S, I-C4H8 Calibration Gas, 4Gal Bucket of Acid spill hearo neutralizer, 4Gal bucket of caustic spill hero neturalized, Drager PAC 8000 Co2 single gas detector, Tank of Co2 gas for calibration, Drager PAC 8000 Ammonia NH3 Single gas detector, Tank of NH3 gas for calibration, Pan disruptor, (4)Pan disruptor stand, (7) Tactical rigging kit, (7) breaching Helmet	$34,114.00
Total Grant Awarded Amount:		**$36,000.00**

This award is subject to the requirements established by the State of Nevada and the State Emergency Response Commission (SERC) including the Certified Assurances attached to the grant application.

Any changes to the budget categories must have approval by the SERC office prior to implementation.

Approval	Subgrantee Acceptance
Kelly Hutter, SERC MAII Name and Title of Approving Official	**Kara Easton, LEPC Chair** Name and Title of Appointing Official
X Kelly Hutter 6/15/2026	X Kara Easton Digitally signed by Kara Easton Date: 2026.06.26 15:11:25 -07'00'
Signature of Approving Official — Date	Signature of Authorized Official — Date

AGENDA ITEM NO. E.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through June 15, 2026, per Nevada Revised Statute 251.030. (Kathy Kaiser, Comptroller)

RECOMMENDED MOTION:
Accept the auditor's report on Douglas County's general ledger cash balances through June 15, 2026, as presented.

FINANCIAL IMPACT:
None.

BACKGROUND:
Pursuant to Nevada Revised Statutes 251.030, 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 June 15, 2026.pdf

Douglas County

Douglas County, Nevada Cash Report

From Date: 6/1/2026 - To Date: 6/15/2026

Summary Listing, Report By Fund - Account

Fund	Description	Beginning Balance	Net Change	Notes	Ending Balance
101	General Fund	$20,215,242.19	($1,994,524.49)	1	$18,220,717.70
201	Stabilization Fund	$1,743,326.35	$3,676.24		$1,747,002.59
202	Nv Cooperative Extension	$547,532.82	$1,484.16		$549,016.98
208	Cash Trust	$835,981.23	$2,081.00		$838,062.23
211	Solid Waste Mgmt.	$3,976,757.80	($18,897.93)		$3,957,859.87
212	Landscape Maintenance	$11,767.99	$26.70		$11,794.69
215	Assistance To Indigents	$2,438,397.23	$6,712.81		$2,445,110.04
216	Social Services	$1,977,511.16	($156,097.91)		$1,821,413.25
217	One Nevada (Opioid	$1,373,810.51	($8,064.92)		$1,365,745.59
220	PALS Sales Tax Fund	$253,923.13	($253,923.13)		$0.00
222	Law Library	$77,357.83	$816.25		$78,174.08
224	Library	$1,070,323.47	$74,302.12		$1,144,625.59
232	Road Operating	$1,845,789.13	($61,013.70)		$1,784,775.43
234	Room Tax	$4,234,634.07	($55,345.92)		$4,179,288.15
235	Library Gift Fund	$154,302.74	$573.25		$154,875.99
236	Tahoe-Douglas Trans.Dist.	$4,942,299.33	($3,717.82)		$4,938,581.51
240	Justice Ct. Admin. Assess	$1,653,372.70	$19,475.64		$1,672,848.34
242	China Spring Youth Camp	$1,377,286.28	($161,524.73)		$1,215,761.55
245	Stormwater Management	$507,223.29	$52,672.18		$559,895.47
246	Flood Litigation Settlement	$76,208.60	$0.00		$76,208.60
255	911 Emergency Services	$1,380,856.70	($99,252.81)		$1,281,603.89
256	911 Surcharge	$613,489.46	($7,523.68)		$605,965.78
260	Senior Services Program	$1,048,626.87	($3,077.39)		$1,045,549.48
297	Restricted Accounts Fund	$4,288,850.42	$24,108.62		$4,312,959.04
309	Risk Management	$6,248,531.37	$14,709.22		$6,263,240.59
310	Self Ins.Dental Insurance	$812,747.97	($1,297.13)		$811,450.84
313	Motor Pool/Vehicle Maint	$1,860,749.51	($130,772.39)		$1,729,977.12
324	Regional Water Fund	$2,740,245.40	($247,916.56)		$2,492,328.84
325	Sewer Utility	$13,020,336.11	$45,009.78		$13,065,345.89
328	Douglas County Water Utility	$22,619,832.42	($290,687.19)		$22,329,145.23
360	Airport Enterprise Fund	$2,445,541.96	$174,443.47		$2,619,985.43
361	Stormwater Enterprise Fund	$96,340.32	($90,049.87)		$6,290.45
401	Extraordinary Maintenance	$3,096,468.70	$6,523.87		$3,102,992.57
405	Ad Val Capital Projects	$1,155,294.43	($7,300.85)		$1,147,993.58
410	County Construction	$7,327,223.72	$14,331.67		$7,341,555.39
420	Park Resident.Const.Tax	$942,800.63	$27,910.36		$970,710.99
430	Regional Transportation	$12,072,148.21	$12,940.63		$12,085,088.84
440	Capital Projects-Debt	$37,818,815.58	($1,995,013.09)	2	$35,823,802.49
541	Debt Service	$1,584,927.01	$2,727.02		$1,587,654.03
600	Dc Redevelopment Area 2-	$77,453.07	$305.86		$77,758.93
601	Dc Redevl. Area 2-Cap.	$28,789.85	$60.71		$28,850.56
606	Dc Redevel.-Cap.Projects	$2,781,218.48	$5,864.84		$2,787,083.32

Fund	Description	Beginning Balance	Net Change	Notes	Ending Balance
610	Gardnerville Town	$1,636,608.67	($87,322.57)		$1,549,286.10
611	Gardnerville Trash	$790,235.47	($74,659.84)		$715,575.63
614	Gardnerville Ad Val Cap Proj	$98,675.49	$242.97		$98,918.46
620	Genoa Town	$764,681.68	$5,128.88		$769,810.56
622	Genoa Ad Val Cap Projects	$63,273.13	$132.14		$63,405.27
624	Genoa Construction Res	$20,175.73	$50.52		$20,226.25
630	Minden Town	$1,609,366.51	($76,550.22)		$1,532,816.29
631	Minden Ad Val Cap Project	$131,315.54	$290.29		$131,605.83
635	Minden Trash	$753,801.35	($22,969.66)		$730,831.69
636	Minden Cap.Equip./Constr.	$3,157,292.73	($18,952.92)		$3,138,339.81
639	Minden Wholesale Water	$7,392,217.08	$28,757.63		$7,420,974.71
640	Minden Town Water	$12,977,500.77	$12,610.87		$12,990,111.64
710	School District	$127,554.12	($61,430.56)		$66,123.56
720	School Dist. Debt	$8,585.66	($6,192.58)		$2,393.08
804	Carson Water Sub	$1,602.87	($1,097.84)		$505.03
806	Cave Rock	$331.80	($331.80)		$0.00
808	Dcsid M&O	$0.00	$0.00		$0.00
809	EFFPD	$29,564.57	($20,657.46)		$8,907.11
810	Elk Point Sanitation	$0.14	($0.14)		$0.00
811	Gardnerville Main Street	$0.00	$0.00		$0.00
812	Gardnerville Rancho Gid	$8,363.77	($7,124.61)		$1,239.16
813	Genoa Lakes District	$255,490.09	$554.56		$256,044.65
814	Indian Hill	$1,364.17	($212.12)		$1,152.05
815	G'ville Mainstreet Rev.Ln	$0.00	$0.00		$0.00
818	Kingsbury Gid	$1,868.11	($744.96)		$1,123.15
822	Lakeridge	$0.00	$0.00		$0.00
823	Legal Services	$9,184.68	$2,164.92		$11,349.60
824	Logan Creek	$0.00	$0.00		$0.00
826	Mgsd	$1,084.39	($1,023.34)		$61.05
829	NV Tahoe Conserv.Dist.	$0.00	$0.00		$0.00
830	Oliver Park	$48,466.31	($48,466.31)		$0.00
832	Round Hill GID	$664.20	($656.66)		$7.54
834	Sierra Estates	$0.00	$0.00		$0.00
836	Skyland	$16.78	($16.78)		$0.00
838	Tahoe Douglas Sanitation	$219.41	($130.52)		$88.89
839	Tahoe Douglas Fire	$15,433.09	($12,031.49)		$3,401.60
840	Topaz Estates	$2,295.32	($593.84)		$1,701.48
842	Zephyr Cove	$0.00	$0.00		$0.00
844	Zephyr Heights	$573.10	$61.85		$634.95
846	Zephyr Knolls	$0.00	$0.00		$0.00
847	Ef Swim Pool Dist Oper	$7,874.10	($5,505.92)		$2,368.18
848	Ef Swim Pool Debt	$0.00	$0.00		$0.00
850	Employee Benefit Trust	$2,514,772.77	($1,131,041.41)		$1,383,731.36
852	T-D VISITORS AUTHORITY	$0.00	$0.00		$0.00
853	Western NV Reg.Youth Fac.	$0.00	$0.00		$0.00
855	Inmate Commissary Fund	$80,785.28	$2,087.35		$82,872.63
856	Inmates Trust	$22,226.46	$0.00		$22,226.46
860	Profit From Tax Sale	$0.00	$0.00		$0.00

Fund	Description	Beginning Balance	Net Change	Notes	Ending Balance
865	Unclaimed Monies	$127,846.54	$1,475.00		$129,321.54
866	Public Guardian	$1,641,701.89	$0.00		$1,641,701.89
867	Public Administrator	$2,067,574.51	$0.00		$2,067,574.51
868	Library Gift Fund	$0.00	$0.00		$0.00
885	Mosquito District	$1,787.20	($1,254.03)		$533.17
890	State Of Nevada	$2,144,861.43	$237,783.22		$2,382,644.65
892	Department Of Wildlife	$5,921.11	$0.00		$5,921.11
894	Range Improvements	$0.00	$0.00		$0.00
895	Sierra Forest Fire	$0.00	$0.00		$0.00
896	Refund Of Taxes	$0.00	$0.00		$0.00
Grand Total: 100 Funds		$211,897,494.06	($6,382,872.49)		$205,514,621.57

Notes

1	General Fund	Accounts Payable, Payroll
2	Capital Projects-Debt Financed	Accounts Payable

AGENDA ITEM NO. F.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion on the adoption of **Resolution 2026R-045** transferring Douglas County's unused 2026 Private Activity Bond Volume Cap of $3,780,257.84 to the Nevada Rural Housing Authority (NRHA). (Kathy Kaiser, Comptroller)

RECOMMENDED MOTION:
Adopt Resolution 2026R-045 transferring Douglas County's unused 2026 Private Activity Bond Volume Cap of $3,780,257.84 to the Nevada Rural Housing Authority, as presented.

FINANCIAL IMPACT:
None. This action does not incur any debt or legal obligation for Douglas County, and a transfer of the County's Private Activity Bond Cap is separate from, and has no effect on, the County's debt limit imposed by NRS Chapter 350 or the County's ability to issue debt for public projects.

BACKGROUND:
Private activity bonds, which are defined under 26 U.S.C. § 141, are tax-exempt bonds issued by or on behalf of government entities to provide special financial benefits for qualified projects. Private activity bonds typically provide lower-interest financing than what is available from non-governmental borrowing and offer flexibility in structuring terms such as variable and fixed interest rates, prepayment, and long- and short-term maturities. Douglas County receives an annual Private Activity Bond Cap (PABC) which specifies a maximum bond issuance amount that can be used to undertake qualified projects under 26 U.S.C. § 141. The Nevada Department of Business & Industry has advised that Douglas County's estimated Calendar Year 2026 PABC is $3,780,257.84 (based on population - report attached). The PABC can be transferred to another local government per NAC 348A.180, or given back to the Nevada general state-wide pool at the direction of the Board of County Commissioners.

The County has historically allocated its share of PABC to the Nevada Rural Housing Authority (NHRA) to assist low-and moderate-income home buyers to finance the purchase of single-family

residential housing at affordable prices. NRHA's ability to continue serving the community with the most innovative rural homebuyer programs is predicated on receiving a transfer of the County's PABC, which will be combined with transfers from other Nevada cities and counties to fund the NRHA's Single-Family Housing program. Resolution 2026R-000 transfers the County's maximum amount of tax-exempt private activity bonds that may be issued during 2026 to NHRA, which will help NRHA serve the citizens of Douglas County.

ATTACHMENTS:

Resolution No 2026R-045 and NRH Douglas County Progress Report for BOCC 7-16-26.pdf

RESOLUTION NO. 2026R-045

RESOLUTION OF THE BOARD OF COMMISSIONERS OF DOUGLAS COUNTY, NEVADA PROVIDING FOR THE TRANSFER OF THE COUNTY'S 2026 PRIVATE ACTIVITY BOND VOLUME CAP TO THE NEVADA RURAL HOUSING AUTHORITY; AND OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to the provisions of Chapter 348A of the Nevada Revised Statutes (*"NRS"*) and Chapter 348A of the Nevada Administrative Code (*"NAC"*), there has been allocated to Douglas County, Nevada (the *"County"*), the amount of $3,780,257.84 in tax-exempt private activity bond volume cap for year 2026 (the *"2026 Bond Cap"*); and

WHEREAS, the Nevada Rural Housing Authority (the *"NRHA"*), has requested that the County transfer its 2026 Bond Cap to the NRHA for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income (*"Single Family Programs"*); and

WHEREAS, the County is a local government as defined by NAC 348A.070; and

WHEREAS, Section 348A.180 of the NAC provides a procedure whereby the County may, by resolution, transfer to any other local government located within the same county, all or any portion of its 2026 Bond Cap; and

WHEREAS, pursuant to NRS 315.983(1)(a), the NRHA is an instrumentality, local government and political subdivision of the State of Nevada (the *"State"*); and

WHEREAS, the NRHA is located within the County, pursuant to NRS 315.963, which defines the NRHA's area of operation as "any area of the State which is not included within the corporate limits of a city or town having a population of 150,000 or more."

NOW, THEREFORE, the Board of Commissioners of the County does hereby find, resolve, determine and order as follows:

Section 1. Recitals. The recitals set forth herein above are true and correct in all respects.

Section 2. Transfer of Private Activity Bond Volume Cap. Pursuant to NAC 348A.180, the County hereby transfers its 2026 Bond Cap in the amount of $3,780,257.84 to the NRHA for its Single Family Programs.

Section 3. Use of 2026 Bond Cap. The NRHA will use the 2026 Bond Cap for single family purposes in calendar year 2026 or carry forward any remaining amount according to the Internal Revenue Code of 1986, as amended, for such purposes.

Section 4. Representative of County. Pursuant to NAC 348A.180(1), the Director of the State of Nevada Department of Business and Industry (the "Director") may contact Jenifer Davidson, County Manager, Douglas County, regarding this Resolution at (775) 782-9821 or by email at jrdavidson@DouglasNV.US or in writing at 1594 Esmeralda Avenue, Minden, Nevada 89423.

Section 5. Additional Action. The Chairman of the Board of County Commissioners and the Clerk of the County are hereby authorized and directed to take all actions as necessary to effectuate the transfer of the 2026 Bond Cap, and carry out the duties of the County hereunder, including the execution of all certificates pertaining to the transfer as required by NAC 348A.

Section 6. Direction to the NRHA. The NRHA shall notify the Director in writing as soon as practicable of the occurrence or nonoccurrence of any term or condition that would affect the disposition of the 2026 Bond Cap.

Section 7. Representative of the NRHA. Pursuant to NAC 348A.180(3), the Director may contact Shawn Heusser, Director of Finance of the NRHA regarding this Resolution at (775) 886-7913 or by email at sheusser@NVRural.Org in writing at Nevada Rural Housing Authority, 3695 Desatoya Drive, Carson City, Nevada 89701.

Section 8. Obligation of the County. This Resolution is not to be construed as a pledge of the faith and credit of or by the County, or of any agency, instrumentality, or subdivision of the County. Nothing in this Resolution obligates or authorizes the County to issue bonds for any project or to grant approvals for a project or constitutes a representation that such bonds will be issued.

Section 9. Enforceability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution. This Resolution shall go into effect immediately upon its passage.

ADOPTED, SIGNED AND APPROVED this 16th day of July, 2026.

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEVADA

By _____
Mark Gardner, Chairman

ATTEST:

By _____
Amy Burgans, County Clerk

CERTIFICATE OF TRANSFER OF VOLUME CAP

I, Amy Burgans, am the duly chosen and qualified County Clerk of Douglas County, Nevada (the *"County"*) and in the performance of my duties as County Clerk do hereby certify to the Office of Business Finance and Planning in accordance with Section 348A.260 of the Nevada Administrative Code (*"NAC"*), that the 2026 private activity bond volume cap allocated to the County in the amount of $3,780,257.84 has been transferred as follows:

> $3,780,257.84 has been transferred pursuant to NAC 348A.180 from the County, a local government, located in the State of Nevada to the Nevada Rural Housing Authority, a local government, located within Douglas County, for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income.

This certificate is being filed within five (5) days of the transfer being made in accordance with NAC 348.260.

DOUGLAS COUNTY, NEVADA

By _____
Amy Burgans, County Clerk

cc: Ashley Jimenez, Nevada Rural Housing Authority

NEVADA RURAL HOUSING

Nevada Rural Housing's Mission is to promote, provide and finance affordable housing opportunities for all rural Nevadans.

June 1, 2026
Mark Gardner
Chairman, Douglas County
1616 8th St.
Minden, NV 89423

Re: Request for Private Activity Bond Cap

Dear Chairman Gardner:

Nevada Rural Housing (NRH) respectfully requests the transfer of any unused 2026 Private Activity Bond Cap (PABC) allocation available to your entity.

For many years, your partnership has helped support affordable homeownership opportunities for rural Nevada families through mortgage revenue bond financing, below-market interest rates and down payment assistance programs. In today's housing market, these tools remain critically important for working families across rural Nevada.

Enclosed is a brief Community Partnership Report highlighting the impact your support has helped make possible both statewide and within your community.

Transferring unused bond cap to NRH does not financially obligate your locality in any way. It simply allows these resources to be used to expand affordable homeownership opportunities throughout rural Nevada.

Also enclosed for your convenience:
- Draft Resolution
- Transfer Certificate

Please schedule this item for consideration at an upcoming meeting as either a consent or action item, depending on your entity's requirements.

Within five (5) days of approval, please email executed documents to ajimenez@nvrural.org and mail originals to:

Attn: Mark Pasek
Nevada Department of Business & Industry
3300 W. Sahara Ave., Suite 425
Las Vegas, NV 89102
Thank you again for your continued partnership and support of rural Nevada housing opportunities.

With Sincere Gratitude,

William L Brewer

William L. Brewer
Executive Director

Enclosures: 3 (Report, Resolution, Transfer Certificate)

RURAL ROCKS
so does homeownership.

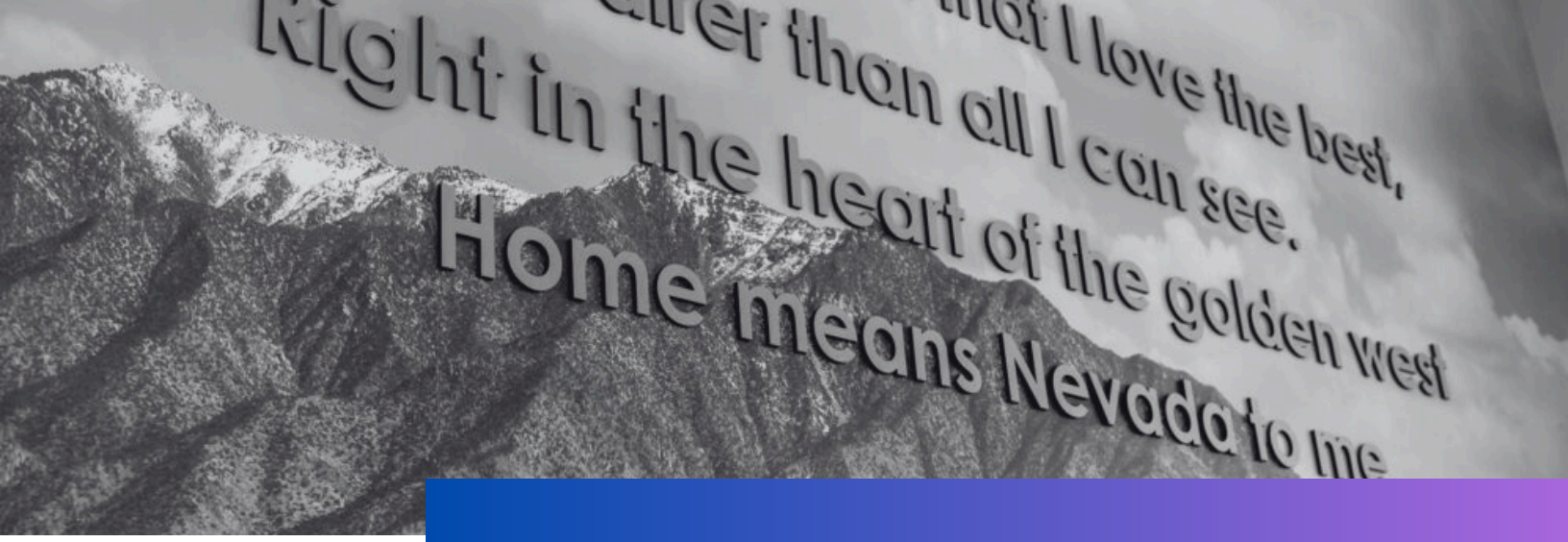


Rural Housing.
Real Impact.

COMMUNITY PARTNERSHIP REPORT & PRIVATE ACTIVITY BOND CAP REQUEST

DOUGLAS COUNTY· 2026

NEVADA RURAL HOUSING



NEVADA RURAL HOUSING AT A GLANCE

Nevada Rural Housing was created in 1973 with a mission to promote, provide and finance affordable housing opportunities for rural Nevadans.

Today, NRH serves Nevada's 15 rural counties and the rural portions of Clark and Washoe counties — a service area spanning more than 110,000 square miles.

As Nevada's rural housing agency, NRH provides:

- Affordable homeownership programs
- Down payment assistance
- Rental assistance services
- Property development and management
- Housing education and outreach

Our work is guided by a mission-first philosophy rooted in partnership, innovation and long-term rural investment.

$2.5 BILLION
mortgages since 2006

$69 MILLION
in down payment assistance

11,000 BUYERS
assisted since 2006

$180 MILLION
invested through development

1,300
renters assisted annually

851 UNITS
developed/preserved

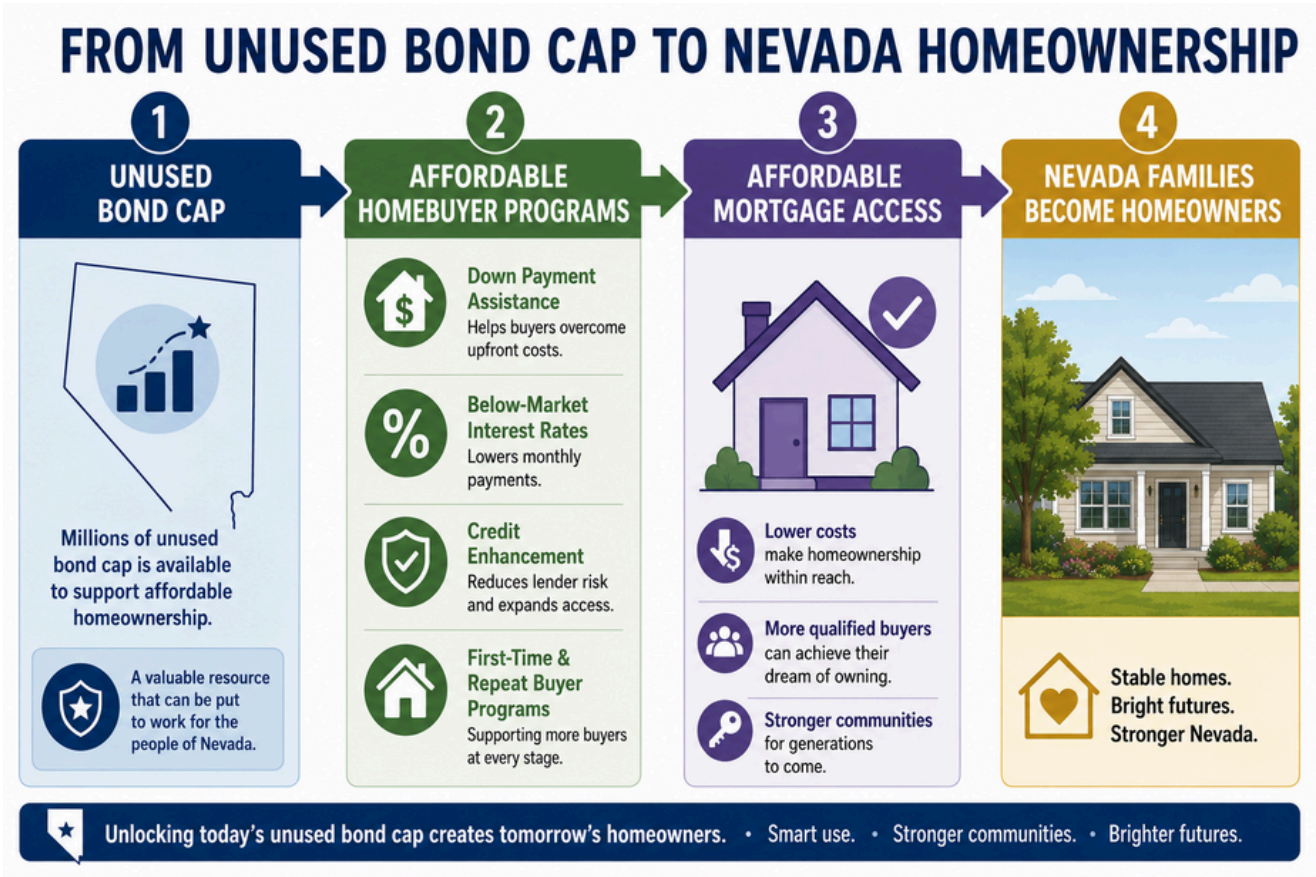
590+ UNITS
planned through 2027

812 DOORS
managed in 9 communities



How Local Partnership Expands Homeownership Opportunity

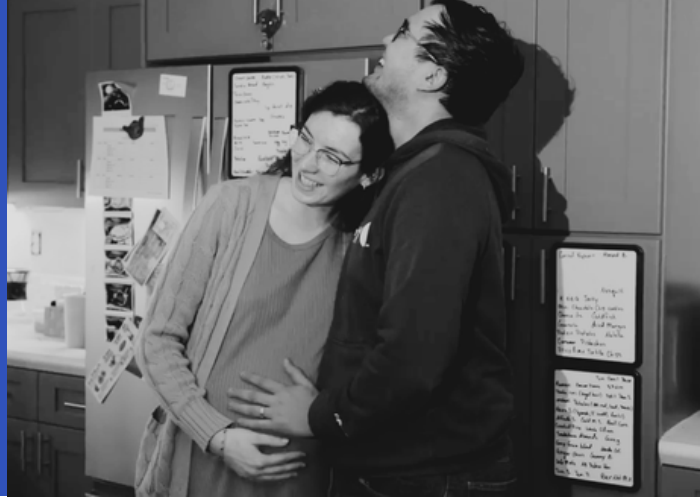
Unused Private Activity Bond Cap provides critical financing capacity for Nevada Rural Housing's affordable homeownership programs. These tools are especially important in today's housing market, where rising interest rates and home prices continue to challenge working families across rural Nevada. Your partnership helps ensure these opportunities remain available for rural homebuyers throughout the state.



While Private Activity Bond Cap directly supports homeownership financing tools, these programs also strengthen Nevada Rural Housing's broader mission of expanding housing opportunity across rural Nevada communities.

"The Launchpad Program really gave us the opportunity to find the house that we loved and we wanted – we didn't have to compromise on anything."

- The Christer Family,
Nevada Rural Homebuyers



Building Pathways to Homeownership Across Rural Nevada

For the past 20 years, Nevada Rural Housing has worked alongside local governments, community leaders, lenders, and housing partners to expand homeownership opportunities across rural Nevada. Today, that work reaches homebuyers through three distinct programs: Home At Last®, Rural Rocks®, and Launchpad®. Together, these programs help address the diverse needs of Nevada households, from first-time buyers purchasing their first home to essential workers serving their communities and families seeking affordable financing solutions in a challenging housing market.

A critical piece of that work is Private Activity Bond Cap (PABC).

PABC activates the financing tools needed to support mortgage revenue bond programs such as Launchpad, allowing Nevada Rural Housing to offer below-market interest rates and down payment assistance that help make homeownership attainable for working families. Through the continued support of Nevada's cities and counties, Launchpad 2.0 and millions of dollars in available mortgage financing remain available today for rural homebuyers.

PROGRAM IMPACT THROUGH OUR PARTNERSHIP WITH DOUGLAS COUNTY

Since 2006:

- $114 million in mortgages
- 492 homebuyers assisted
- $2.4 million in down payment assistance
- $3.8 million in est. federal tax savings
- $43.4 million TOTAL in private activity bond cap transfers

This Year:

- $1.2 million in mortgages to 3 homebuyers

Your continued partnership supports homeownership opportunity for rural Nevada families.

LAUNCHPAD
Homeownership Program by Nevada Rural Housing

RURAL ROCKS $20K

HOME AT LAST™
BY NEVADA RURAL HOUSING



Real Families. Real Opportunity.

HOMEOWNERSHIP IN HER OWN WORDS

For Gabby, homeownership meant more than purchasing a house. It meant creating stability for her family, reducing her daily commute, and putting down roots in a community she loves.

As a single mother of two boys, Gabby was looking for a home that would bring her closer to work, family, and friends while providing a place where her children could thrive. Through Nevada Rural Housing's Home At Last® program, she was able to achieve that goal.

Gabby describes the process as straightforward and accessible. The program was easy to find, easy to use, and did not add time to her home purchase. Today, she and her sons are enjoying the benefits of homeownership and the sense of belonging that comes with being part of a community they are proud to call home.

Her story reflects the impact Nevada Rural Housing's programs continue to have for families across rural Nevada.

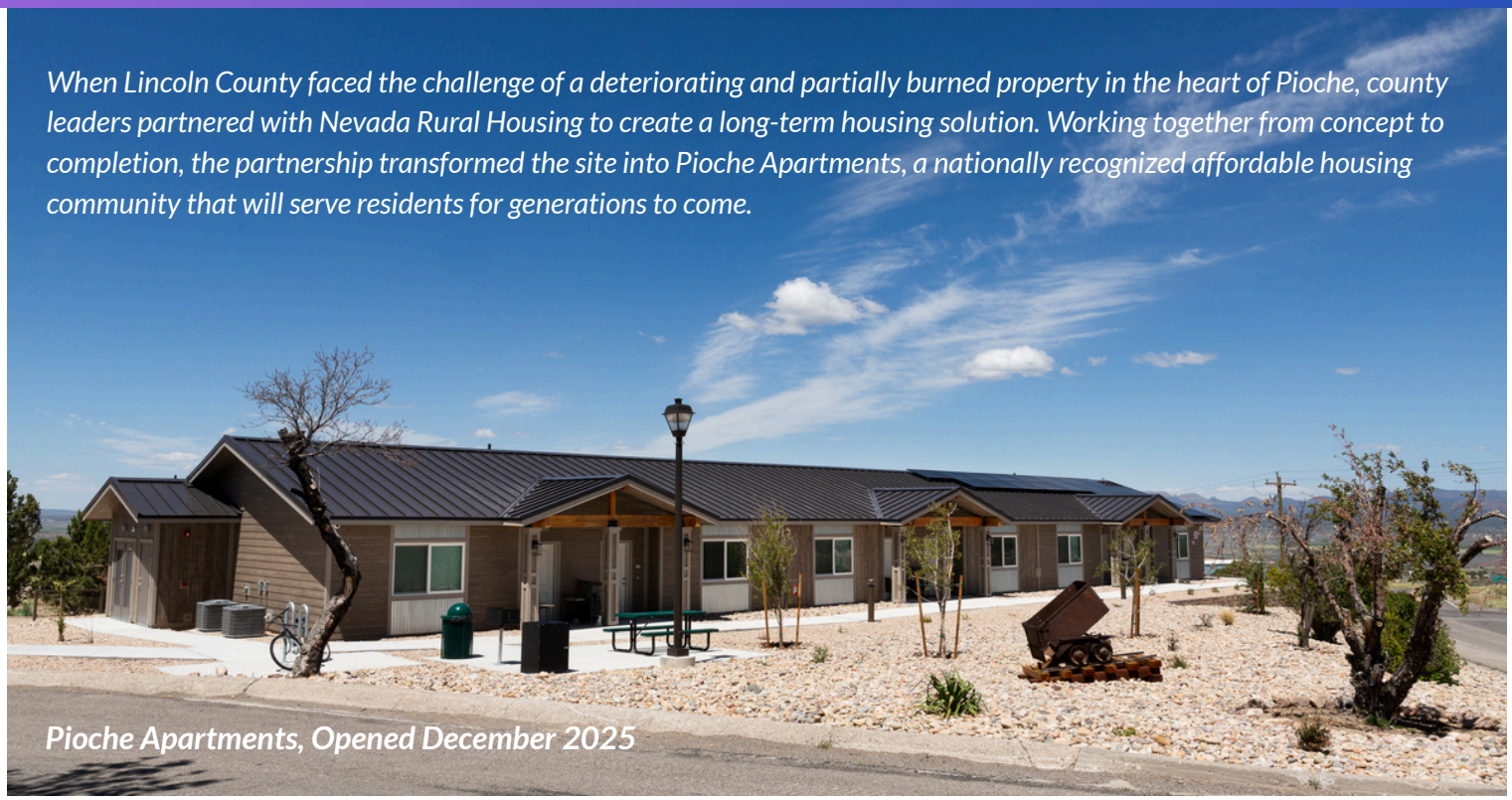


"I was shocked with how fast the process went, from making the offer to getting my keys, it took 30 days. The process was easy and it was convenient. This was truly the perfect fit for me because we didn't have to sacrifice on anything."
- Gabby, Nevada Rural Homeowner

BEYOND HOMEOWNERSHIP

Building Stronger Rural Communities Through Partnership

When Lincoln County faced the challenge of a deteriorating and partially burned property in the heart of Pioche, county leaders partnered with Nevada Rural Housing to create a long-term housing solution. Working together from concept to completion, the partnership transformed the site into Pioche Apartments, a nationally recognized affordable housing community that will serve residents for generations to come.



Pioche Apartments, Opened December 2025

WHAT PARTNERSHIP CAN BUILD

Housing challenges look different in every community, but lasting solutions often begin the same way: through partnership.

By combining local leadership, community vision, and housing expertise, communities can create solutions that strengthen neighborhoods, expand housing opportunity, and invest in the future.

Pioche Apartments is one example of what that partnership can achieve.

PROJECT HIGHLIGHTS

- 32 Affordable Housing Units
- Redevelopment of a Blighted Property
- Solar Integration
- Fiber Internet Connectivity
- Owner-Paid Utilities
- 25 Voucher-Supported Households
- HOME Award of Excellence Recipient

GROWING IMPACT ACROSS NEVADA

Over the past 50 years, Nevada Rural Housing has developed or preserved more than 800 affordable housing units throughout rural Nevada.

Today, nearly 600 additional units are planned or in development, reflecting growing housing demand, stronger partnerships, and continued investment in rural communities across the state. Many of these projects began with conversations between local leaders and Nevada Rural Housing about community housing needs and opportunities.

Rural Housing Impact by the Numbers

- 50+ Years Serving Rural Nevada
- 851 Units Developed or Preserved
- **590+ Units Planned or In Development**
- **Nationally Recognized Housing Initiatives**
- **Partnerships Across Rural Nevada**

Partnership Starts Locally

Strong housing outcomes don't happen by accident. They happen when communities, leaders, and housing partners work together to connect residents with opportunities and identify solutions that meet local needs.





Nevada Rural Housing invests heavily in outreach, education, and community engagement throughout rural Nevada, but local partnerships help ensure those resources reach the people who need them most.

Whether supporting homeownership outreach, connecting residents with housing resources, or exploring long-term housing solutions, partnership remains one of the most effective tools for expanding housing opportunity.

PARTNERSHIP OPPORTUNITIES

- Community events and presentations
- Employer outreach initiatives
- Housing resource fairs
- Chamber and economic development events
- Housing needs discussions
- Development and redevelopment opportunities
- Community-specific marketing campaigns

TO SUPPORT THESE EFFORTS, NRH PROVIDES:

- Community-specific flyers and outreach materials
- Rural Rocks® promotional materials
- Event participation and presentation support
- QR code and digital engagement tools
- Social media graphics and content
- Homebuyer education resources

REACHING RURAL NEVADANS WHERE THEY ARE

Nevada Rural Housing promotes housing opportunities across its 110,000-square-mile service area through:

- Paid digital advertising
- Social media campaigns
- Google Search and display advertising
- Radio and streaming audio advertising
- Community events and presentations
- Earned media and public relations efforts
- Partnerships with lenders, Realtors®, employers, and local organizations

THE TEAM

When more families can find affordable rental units or purchase a home of their own, we all benefit through stronger, more stable and economically vital communities. We know we have an important (and sometimes difficult) mission. We push the limits because rural Nevadans and we, ourselves, expect great things. The Nevada Rural Housing team is comprised of employees, commissioners, vendors and partners – all on the mission to promote, provide and finance affordable housing opportunities for all rural Nevadans.

Specific to our homeownership programs, NRH has a powerhouse crew at the ready, including members with a variety of backgrounds and experience. From housing to transportation, finance to government, this group has the chops and heart to get the job done ... and is supported by one of the best Board of Commissioners on the planet (if we do say so ourselves).



Bill Brewer
Executive Director

Bill's first job in the housing business was almost 40 years ago when he began working for the Farmers Home Administration (FmHA). In 1994, he became the first Housing Program Director for the new Nevada State Office of FmHA, which subsequently became the state office of the United States Department of Agriculture (USDA) Rural Development. During his tenure as Program Director at USDA, Bill was responsible for the investment of more than $1 billion in rural Nevada, assisting hundreds of families with their dream of homeownership and providing decent, safe, and affordable rental housing to seniors and families throughout rural Nevada.



Katie Coleman
Communications Director/
Homeownership Programs Co-Lead

Katie brings a blend of private and public agency experience to NRH. She has a wide portfolio of organizational experience ranging from small tech startups to government agencies, publicly traded corporations and highly regulated industries. With her experience comes a passion she shares with NRH's team and its partners: connecting Nevadans with the tools and resources they need to live happy, healthy and safe lives. Her areas of expertise include: Strategic Communications Planning, Cross-Channel Marketing, Data-Fueled Brand Development, Corporate and Executive Communications, Integrated Public Relations and Content Marketing and Community Outreach Strategies.



Kevin Hickey
Homeownership Programs
Manager/ Co-Lead

Plucked from the sky (after he retired from the airline industry after 25 years in the biz) and pulled into rural Nevada housing, Kevin joined the Homeownership Programs crew to provide lender, real estate agent and homebuyer support. Kevin is a people person first who thrives on connection and relationships, which made him a perfect fit for the role. He has since expanded his responsibilities and now manages NRH's homeownership programs, helping the team dream up the next big thing that will help rural Nevadans realize their dreams of becoming homeowners. Kevin earned his master's degree from the University of Nevada, Las Vegas in Crisis and Emergency Management, and is a fifth-generation Nevadan born and raised in Gardnerville.



Shawn Heusser
Finance Director/
Homeownership Programs Co-Lead

In his role as Director of Finance, Shawn is responsible to help ensure NRH is a good steward of available funding to carry out our mission to promote, provide, and finance affordable housing for all rural Nevadans. With an extensive background in the public sector, he brings his comprehensive insight in not only financial management practices, but overseeing programs that serve his community. From his 18 years as the Deputy Legislative Auditor at the Nevada Legislative Counsel Bureau and four years as the Director of Finance and Facilities/Business Services at Lyon County School District, he has implemented and managed programs and his staff through rigorous and comprehensive analysis of laws, regulations, program operations, budgets and other operational data.

THE TEAM



Chris Mora
Digital Communications Manager

Chris is considered the guy who can do anything at NRH – ask anyone! Chris manages the shop's digital marketing efforts to help promote our brand, programs, initiatives … and then a whole lot more. "Think up stuff and try to do it." That's what he says he does. We think, "Move mountains" is more like it. Before joining the agency, Chris owned Destinations Consulting Group, LLC, which, in partnership with South Korea's National Tourism Organization, developed communications strategies to brand South Korea as a luxury travel destination within the U.S. and Latin America. One who truly understands the feeling of home (and how to communicate it to others), Chris sees his home as a place to "season" with family memories and traditions. A true master.



Shelby deBraga
Digital Communications Specialist

If Shelby weren't busy delivering NRH's mission through creative digital storytelling, she might be scooping up every animal she could for her dream animal sanctuary! An animal lover, rural Nevada lover and all-around people lover, Shelby brings a vibrancy, creativity and dedication to the Communications team that elevates our work to wonderful places. Prior to NRH, she worked as Marketing Manager at Kaia FIT Sierra. For Shelby, 'home' means catching the sunsets cozy'd up on the couch with her loved ones – her husband, daughter, son and fur babies.



Raychel Roylance
Digital Communications Coordinator

When Raychel isn't tackling data projects, she's helping drive efficiency and innovation across NRH through technology and process automation. A former NRH intern and now an all-around rockstar on the team, she leverages her expertise in information systems and workflow optimization to support the organization's mission. She brings her penchant for digital technology along with her creativity and style to help get the word out to homebuyers across rural Nevada about the various opportunities for homeownership.

NEVADA RURAL HOUSING BOARD OF COMMISSIONERS



JONI EASTLEY
COMMISSIONER



MIKE GILES
COMMISSIONER



ROGER MANCEBO
VICE CHAIR



ROSE COOK
CHAIR



ZETHKA FOUNTAS
RESIDENT COMMISSIONER

SEE THE MISSION IN ACTION



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EQUAL HOUSING OPPORTUNITY

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

NRH
NEVADA RURAL HOUSING

AGENDA ITEM NO. G.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a $116,293 Purchase Order with Journal Technologies, Inc. for eCourt Case Management System annual licensing, maintenance, and support fees for Fiscal Year 2026-27. (Delores Goelz, Fiscal Management Analyst)

RECOMMENDED MOTION:
Approve a $116,293 Purchase Order with Journal Technologies, Inc. for eCourt Case Management System annual licensing, maintenance, and support fees for Fiscal Year 2026-27.

FINANCIAL IMPACT:
Funding of $116,293 is available in the software line item in the Fiscal Year 26-27 Court Computer System budget of the General Fund (101-365 533.806).

BACKGROUND:
This request covers the FY 2026-27 annual licensing, maintenance, and system support fees for up to 100 eCourt Case Management licenses. This is a critical operational requirement to provide secure and reliable access to court records and case workflows for all court clerks and judicial staff. The County Commissioners previously approved this expense as a part of the contract approved on June 7, 2018. The original contract term expired in 2023 and has subsequently automatically renewed for one-year terms. The contract will continue to automatically renew unless the County elects to not renew the license and provides at least 90 days' advance notice to terminate the contract.

ATTACHMENTS:
Journal Technologies Contract.pdf
Purchase Order Request - FY 26-27 Journal Technologies Inc..pdf

DOUGLAS COUNTY, NV
This is a no fee document
NO FEE
DC/JUDICIAL SERVICES

2018-915427
06/13/2018 08:53 AM
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KAREN ELLISON, RECORDER

Assessor's Parcel Number: N/A

Date: JUNE 12, 2018

Recording Requested By:

Name: BOBBIE WILLIAMS, JUDICIAL SERVICES

Address:

City/State/Zip:

Real Property Transfer Tax: $ N/A

AGREEMENT #2018.112
(Title of Document)

COPY

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

BOCC APPROVED
JUNE 7TH, 2018
ITEM 2

FILED
NO. 2018.112

2018 JUN 12 AM 9:12

DOUGLAS COUNTY
CLERK
DEPUTY

Journal Technologies, Inc.

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT (this "**Agreement**"), by and between Journal Technologies, Inc., a Utah corporation (hereinafter "**Licensor**"), and Douglas County, Nevada, a political subdivision of the State of Nevada (hereinafter "**Licensee**"), is made as of the date executed by both Licensor and Licensee (the "**Effective Date**"). In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 **Application Administrator** is a designated employee or contractor of Licensee responsible for managing the case management system. This role includes communicating with Licensor staff for support, troubleshooting problems, and coordinating maintenance tasks.

1.2 **Customer Data** means all non-configuration, case-related data entered into, contained in, modified in, or deleted from the Licensed Software, but not the Licensed Software itself.

1.3 **Documentation** includes user, administrative and technical electronic guides which facilitate the use of and relate to the Licensed Software, together with any written product information, instructions, specifications or use guidelines made available by Licensor.

1.4 **Go Live** means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in Licensee's production environment.

1.5 **Licensed Software** means the proprietary computer software program or programs identified in Exhibit A ("LICENSE, MAINTENANCE AND SUPPORT FEES"), together with all related Documentation.

1.6 **License, Maintenance and Support Fees** means the fees to be paid by Licensee to Licensor annually in advance of each year of the License Term pursuant to Section 2.2.2 ("License, Maintenance and Support Fees").

1.7 **Loss Event Expenses** means all losses, liabilities, damages, causes of action, claims, demands, expenses, professional services (including fees and costs for attorneys, crisis management, public relations, investigation, and remediation), and breach notification costs arising from, in connection with, or related to any of the following:

(1) a data security breach involving Customer Data;

(2) a violation of any law, statute, or regulation related to data security or data privacy involving Customer Data;

(3) unauthorized access to or acquisition of Customer Data;

(4) a loss of Customer Data;

(5) a ransom or cyber extortion demand involving Customer Data;

(6) misuse of Customer Data; or

(7) an actual or alleged failure to:

(a) provide adequate notice, choice, consent, access, or security regarding Customer Data;

(b) take appropriate steps to ensure the accuracy of Customer Data;

(c) adequately minimize the collection, processing, use, or retention of Customer Data; or

(d) comply with cross-border data transfer laws and regulations regarding Customer Data.

1.8 **Maintenance** means enhancements, upgrades and new releases of the Licensed Software, which includes only those additions and/or modifications to the Licensed Software which (A) enhance functionality and/or performance without fundamentally altering the nature or manner in which the Licensed Software operates, and (B) are made generally available without additional or increased charges to other persons entitled to receive maintenance from Licensor.

1.9 **Professional Services Agreement** means that certain Professional Services Agreement between Licensor and Licensee, of even date herewith.

1.10 **Support** means access to technical assistance for the Licensed Software, including support for questions about functionality, the resolution of error messages, bug fixes and troubleshooting.

1.11 **Use** or **Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.12 **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node) that has been authorized by the Licensee (through a username and password) to use the Licensed Software, (b) any other non-court government employees and contractors who are performing their jobs, or a computer terminal or computer system used by such a person, in each case, interfacing with or accessing the Licensed Software through an interface or its public portal or (c) any individual person who is a member of

the general public (including litigants and their attorneys, reporters and interested citizens, but not government employees or contractors who are performing their jobs), or a computer terminal or computer system used by such a person, accessing the Licensed Software at any given time for any reason through its public portal (including to file documents electronically or to view information already in or accessible through the Licensed Software).

2. LICENSE

2.1 Grant of License. Upon commencement of the License Term, Licensor grants to Licensee and Licensee hereby accepts from Licensor a non-exclusive, non-transferable, personal license to install and Use the Licensed Software; provided, however, that Licensee's rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this Agreement. Licensee's authorized Users may Use the Licensed Software only during the License Term and only so long as Licensee has paid the required License, Maintenance and Support Fees for such Users and is not otherwise in default under this Agreement. This license includes the right to make one copy of the Licensed Software in machine-readable form solely for Licensee's back-up purposes. The Licensed Software is the proprietary information and a trade secret of Licensor and this Agreement grants Licensee no title or rights of ownership in the Licensed Software. The Licensed Software is being licensed and not sold to the Licensee. The Licensed Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws.

2.2 License Term and License, Maintenance and Support Fees.

2.2.1 License Term. The License Term shall commence on the date of Go Live; provided that the License, Maintenance and Support Fees for the first year of the License Term for any Users that will Use the Licensed Software as of or immediately following Go Live must have been received prior to such date (and the license file shall not be delivered, and the License Term shall not begin, until such License, Maintenance and Support Fees have been received by Licensor). The License Term shall continue until the fifth anniversary of the date of Go Live, and shall thereafter automatically renew for successive one-year periods (the "**License Term**"), unless Licensee elects to not renew the License Term upon written notice to Licensor given not less than ninety (90) days prior to the end of the then-current License Term.

2.2.2 License, Maintenance and Support Fees. Licensee shall make payment of the License, Maintenance and Support Fees to Licensor based on the number of Users and calculated in accordance with Exhibit A, in advance of each applicable year of the License Term, including each year of the original License Term and each one-year extension; provided that the License, Maintenance and Support Fees for the first year of the License Term must be paid prior to Go Live in accordance with the proviso set forth in Section 2.2.1. Annual License, Maintenance and Support Fees are subject to increase in accordance with Exhibit A. Licensee may increase the number of Users at any time upon written notice to Licensor, which shall be promptly followed by payment reflecting the increased License, Maintenance and Support Fees, calculated according to Exhibit A, and

pro-rated for any partial year of the License Term. Licensee may also reduce the number of Users of the Licensed Software, and the commensurate fee payable, but such reduction shall only become effective at the beginning of the following year of the License Term, and the written reduction notice must be given at least sixty (60) days before the next anniversary of the start of the License Term. All sales taxes or similar fees levied on account of payments to Licensor are the responsibility of Licensee.

2.2.3 Certain Specific Limitations. Licensee shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, or (d) permit any party access to the Licensed Software for purposes of programming against it. Licensee shall be solely responsible for preventing improper, unauthorized, accidental, or unlawful (1) misuse of User accounts for the Licensed Software; (2) changes by the Licensee to the Licensed Software or its database; or (3) software scripts from being added to the Licensed Software or its database by the Licensee. Licensee is also solely responsible for, and shall indemnify, defend, and hold harmless Licensor regarding, any Loss Event Expenses that arise from unlawful or accidental access or disclosure of Customer Data that is stored on a computer system, network, server, workstation, PC, desktop, notebook, or mobile device of the Licensee or one of its agents or contractors (other than Licensor or one of its agents or contractors). Section 6.2 ("Licensor's Responsibilities") shall apply to Customer Data stored on computer systems of Licensor or one of its agents or contractors.

2.2.4 E-Commerce Functionality Fees. If Public Portal is included in the Licensed Software and the e-commerce functionality of Public Portal is utilized, Licensor shall provide a PCI compliant payment gateway and payment processing functionality. A merchant services agreement will be provided to Licensee upon request. If Licensee requires an alternate payment processor provider, Licensee is responsible for all additional development costs to connect Public Portal with the payment processor provider.

2.2.5 Source Code Escrow. Licensee shall have the opportunity to be added as a beneficiary under the Software Source Code Agreement between Licensor and InnovaSafe, Inc., as it may be amended from time to time, a copy of which is attached as Exhibit B ("SOURCE CODE ESCROW AGREEMENT"). Licensee shall complete the beneficiary enrollment form, submit it to Innovasafe and deliver a copy thereof to Licensor. Licensor shall pay the required annual beneficiary fees directly to InnovaSafe.

3. MAINTENANCE AND SUPPORT

3.1 Maintenance. Maintenance will be provided for the Licensed Software provided that Licensee has paid the applicable License, Maintenance and Support Fees described in Section 2.2.2, and subject to all of the terms and conditions of this Agreement. Maintenance for the Licensed Software will be available when the applicable enhancement, upgrade or release is first made generally available to persons entitled to receive maintenance from Licensor.

3.2 Support. Support for the Licensed Software and its Public Portal is available by telephone, e-mail, or internet support forum from 5:00 am to 6:00 pm Mountain time, Monday through Friday, except for federal holidays. Support for interfaces provided by Licensor using the Licensed Software's application programming interface (API) is available by the same contact methods and during the same times for ninety (90) days following Go Live. Following such 90 day period, any subsequent interface Support requested by Licensee shall be done pursuant to a mutually agreed Statement of Work (as defined in and pursuant to the provisions of the Professional Services Agreement) using an agreed upon hourly rate plus expenses. Licensor shall generally provide an initial response within four (4) hours of first contact. Licensor shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Licensor. Licensor shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as "Critical" (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Licensor shall provide a solution through a service release as soon as possible. If the Licensed Software is out of service and unable to be used due to such a "Critical" error for a period of more than forty-eight (48) consecutive hours following Go Live, and Licensor is responsible for such "Critical" error in accordance with the terms of this Agreement, then Licensor shall provide Licensee with a pro-rated credit for each day of downtime (i.e., 1/365 of the amount of the annual fee for each day of downtime) until the Licensed Software is back in operational Use, which credit is to be applied toward the annual License, Maintenance and Support Fee for the following year. Licensor shall not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which a service release will be provided for the most recent previous version as well. Licensor shall not be responsible for errors caused by hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

3.3 Conditions to Receive Support.

3.3.1 Licensee must designate one or more Application Administrators, each of whom shall be an employee or contractor of Licensee. Only a designated Application Administrator may request Support. It is the responsibility of Licensee to instruct Users to route Support requests through the Application Administrator.

3.3.2 Licensee must maintain a dedicated connection, approved by Licensor, to the Licensed Software's database and/or application server, with full screen access to the server and full administrative rights to publish information and make changes.

3.3.3 Licensee must maintain all related hardware and software systems required for the operation of the Licensed Software. Minimum System requirements are attached as Exhibit C ("SYSTEM REQUIREMENTS"). Licensor shall have no responsibility for configuring, maintaining or upgrading Licensee's operating system,

hardware, network, or any other software not provided by Licensor. Licensor is not responsible for creating or maintaining database or storage backup files.

3.3.4 Licensee must keep current and have installed the latest generally available version of the Licensed Software or the most recent previous version.

3.3.5 Licensee must provide Licensor's support personnel with accurate configuration information, screen shots, or other files and documentation as required for each support request.

3.4 Other Support. Services that go beyond routine Support may be provided under the terms of a professional services agreement upon agreement of the parties.

4. WARRANTY

4.1 Licensed Software Warranty. Licensor warrants that the Licensed Software will perform in all material respects during the License Term in accordance with the applicable user, administrative, and technical electronic guides. Notwithstanding the foregoing, this warranty shall not apply and Licensor will incur no liability whatsoever if there is or has been (a) the use of any non-current version (or the most recent previous version) of the Licensed Software, (b) the combination of the Licensed Software with any other software not recommended, provided or authorized by Licensor, (c) modification of the Licensed Software, (d) any use of the Licensed Software in breach of this Agreement or (e) any failure to satisfy the conditions to receive Support under Section 3.3 ("Conditions to Receive Support") above. If at any time during the License Term the Licensed Software fails to perform according to this warranty, Licensee shall promptly notify Licensor in writing of such alleged nonconformance, and Licensor shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of Licensee or any third party not under the control of or authorized by Licensor. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of Licensee to utilize the Licensed Software, Licensee shall have the right, on thirty (30) days' notice, to terminate the license and this Agreement (with a credit for License, Maintenance and Support Fees paid with respect to the period in which utilization was materially impaired).

4.2 Warranty of Law. Licensor represents and warrants that to the best of Licensor's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Licensor with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (iii) Licensor has full authority to enter into this Agreement and to consummate the transactions contemplated hereby; and (iv) this Agreement is not prohibited by any other agreement to which Licensor is a party or by which it may be bound (the "**Legal Warranty**"). In the event of a breach of the Legal Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.3 Warranty of Title. Licensor further warrants that (i) it has good title to the Licensed Software; (ii) it has the absolute right to license the Licensed Software; (iii) as long as Licensee is not in material default hereunder, Licensee shall be able to quietly and peacefully possess and Use the Licensed Software provided hereunder subject to and in accordance with the provisions of this Agreement; and (iv) Licensor shall be responsible for and have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the "**Title Warranty**"). In the event of a breach of the Title Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.4 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATIONS ON LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, LICENSEE'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO LICENSOR. IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO LICENSOR FOR THE FIRST FIVE-YEARS OF THE LICENSE TERM.

6. CONFIDENTIALITY

6.1 Licensee's Responsibilities. Licensee shall implement reasonable and appropriate measures designed to help secure the Licensed Software and other materials received from Licensor under this Agreement from accidental or unlawful access or unauthorized or improper disclosure. Except as permitted by the terms of Section 2.1 ("Grant of License") or as required by law, Licensee shall not voluntarily and affirmatively disclose the Licensed Software or any of such materials to any third party, in whole or in part, without the prior written consent of Licensor, which may be granted or withheld in its sole discretion. If Licensee becomes aware of any accidental or unlawful access to or unauthorized or improper disclosure of the Licensed Software or any of such materials, it shall notify Licensor promptly, and in any event within 5 business days. Licensee shall also reasonably assist Licensor with preventing the recurrence of such accidental or

unlawful access or unauthorized or improper disclosure and with any litigation against the third parties deemed necessary by Licensor to protect its proprietary rights.

6.2 Licensor's Responsibilities. Licensor shall implement reasonable and appropriate measures designed to help secure confidential Customer Data of Licensee that Licensor obtains from Licensee in the course of the performance of this Agreement from accidental or unlawful access or unauthorized or improper disclosure. Except as required by law, Licensor shall not voluntarily and affirmatively disclose to any third party confidential Customer Data that Licensor obtains from Licensee without the prior written consent of Licensee, which may be granted or withheld in its sole discretion. If Licensor becomes aware of any accidental or unlawful access to or unauthorized or improper disclosure of confidential Customer Data, it shall notify Licensee promptly, and in any event within 5 business days. Licensor shall also reasonably assist Licensee with preventing the recurrence of such accidental or unlawful access or unauthorized or improper disclosure and with any litigation against third parties deemed necessary by Licensee to protect its confidential Customer Data. For the avoidance of doubt, this Section is not intended to prevent Licensor's support personnel from accessing Licensee's Customer Data for purposes of investigating or resolving a Support request.

6.3 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 ("Confidentiality"), the breaching party shall indemnify, defend and hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

6.4 Exclusions. The provisions of this Section 6 ("Confidentiality") shall not apply to any information (a) that is in the public domain prior to the disclosure or that that becomes part of the public domain other than by way of a breach of this Agreement, (b) that was in the lawful possession of the Licensor or Licensee, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (c) that was disclosed to the Licensor or Licensee, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (d) that was independently developed by Licensor or Licensee, as the case may be, outside the scope of this Agreement or (v) that Licensor or Licensee, as the case may be, is required to disclose by law or legal process.

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall expire at the end of the License Term or, if earlier, upon termination of this Agreement in accordance with the terms of this Section 7 ("Term and Termination").

7.2 Termination by Licensor.

7.2.1 Payment Default. Licensor shall have the right to terminate the license granted in Section 2.2 ("License Term and License, Maintenance and Support Fees"), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, the Professional Services Agreement, in law and/or in equity), for any failure of Licensee to make payments of amounts due to Licensor when the same are due (including, without limitation, any fees or other amounts due and payable to Licensor for implementation services under the Professional Services Agreement), and such failure continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.2.2 Other Licensee Defaults. Licensor may terminate the license granted in Section 2.2 ("License Term and License, Maintenance and Support Fees"), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, the Professional Services Agreement, in law and/or in equity), for any other material breach by Licensee which breach continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.3 Termination by Licensee. Licensee shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, the Professional Services Agreement, in law and/or in equity) without further obligation or liability to Licensor (except as specified herein and/or in the Professional Services Agreement) if Licensor commits any material violation or breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Licensee to Licensor of such breach. Licensee shall have the right to terminate this Agreement effective immediately and without prior notice if Licensor goes into liquidation or bankruptcy, or if Licensor permanently discontinues Maintenance and Support for the Licensed Software.

The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available to Client by the Douglas County Board of Commissioners. Client may terminate this Agreement, and Journal Technologies waives any and all claims for damages with respect to such early termination, effective immediately upon service of written notice of termination from Client, or any subsequent date specified therein, if for any reason Client's public funding for this Agreement is not appropriated or is withdrawn, limited or impaired. Following delivery of such termination notice from Licensee to Licensor hereunder, Licensee shall be relieved of any obligation to pay any subsequent License, Maintenance and Support Fees due or payable on or after the effective date of termination, but Licensee shall not be entitled to any payment or refund of any License, Maintenance and Support Fees already paid by Licensee to Licensor.

7.4 Actions Upon and Following Termination. Termination of this Agreement shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Licensee must cease use of the Licensed Software immediately upon termination, and must remove and return the Licensed Software and all other products and information received by Licensee from Licensor within thirty (30) days after termination. If not removed and

returned within such thirty (30) day period, Licensee hereby grants Licensor the right to remove the Licensed Software. Before the effective date of the termination, Licensor shall ensure that Licensee has full access to all Licensee provided or owned data in Licensor's possession or control. In addition, the confidentiality obligations of the parties in Section 6 ("Confidentiality") shall survive the termination of this Agreement.

8. GENERAL

8.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Licensor: Journal Technologies, Inc.
915 East First Street
Los Angeles, CA 90012
Attention: President

and

Munger, Tolles & Olson LLP
350 South Grand Avenue, 50th Floor
Los Angeles, CA 90071
Attention: Mark Sayson

To Licensee: Douglas County District Court Administrator
P.O. Box 218
Minden, Nevada 89423
Attention: Bobbie R. Williams, CCE, CMP

8.3 No Third Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

8.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party; provided that Licensor may assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by operation of law, without the prior written consent of Licensee. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes grounds for termination by the other party. Subject

to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by both parties:

8.5.1 Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

8.5.2 Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by a mutually agreeable organization or company specializing in providing neutral, third-party mediators. The mediation shall take place in Reno, Nevada, and shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date. The parties shall split equally the cost of the mediator, and shall bear their own attorney fees incurred through the mediation.

8.5.3 Arbitration. Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Reno, Nevada, or another location mutually agreed by the parties. The prevailing party in any arbitration shall be awarded reasonable arbitration costs, attorney's fees, and expert fees. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction.

8.6 Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.7 Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement (except for any obligations to make payments) where the delay or failure results from any cause beyond such party's reasonable control including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

8.8 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without giving effect to its conflict of law principles.

8.9 Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

8.10 Counterparts. This Agreement may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Continued on Next Page]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

JOURNAL TECHNOLOGIES, INC:

By: Gerald L. Salzman Date: 5/24/18

Printed Name and Title: Gerald L. Salzman, President

DOUGLAS COUNTY, NEVADA:

By: _____ Date: 6/7/18

Printed Name and Title: Steven J. Thaler, Chairman, Douglas County Board of Commissioners

COPY

DOUGLAS COUNTY, NV
This is a no fee document
NO FEE
DC/JUDICIAL SERVICES

2018-915426
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KAREN ELLISON, RECORDER

Assessor's Parcel Number: N/A

Date: JUNE 12, 2018

Recording Requested By:

Name: BOBBIE WILLIAMS, JUDICIAL SERVICES

Address:

City/State/Zip:

Real Property Transfer Tax: $ N/A

AGREEMENT #2018.111

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

BOCC APPROVED
June 7th, 2018
ITEM: 2

Journal Technologies, Inc.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this "**Agreement**"), by and between Journal Technologies, Inc., a Utah corporation (hereinafter "**Journal Technologies**"), and Douglas County, Nevada, a political subdivision of the State of Nevada (hereinafter "**Client**"), is made as of the date executed by both Journal Technologies and Client (the "**Effective Date**").

In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 **Deliverable(s)** means one or more items (which may include software, services or other items) to be delivered by Journal Technologies to Client under a Statement of Work or this Agreement.

1.2 **Go Live** has the meaning ascribed to such term in the License Agreement.

1.3 **License Agreement** means that certain Software License, Maintenance and Support Agreement entered into by Journal Technologies (as Licensor) and Client (as Licensee) concurrently herewith (as such agreement may be amended from time to time pursuant to the terms thereof).

1.4 **Licensed Software** has the meaning ascribed to such term in the License Agreement.

1.5 **Project** means each project undertaken by Journal Technologies under Section 2 ("Services") pursuant to a Statement of Work.

1.6 **Service Fees** means the fees to be paid by Client for Services, as set forth in the Pricing Proposal attached hereto as Exhibit A for the initial Services or in the applicable Statement of Work for additional Services.

1.7 **Services** means those services provided by Journal Technologies to Client under Section 2 ("Services") of this Agreement.

1.8 **Statement of Work** means a statement of work, prepared and executed pursuant to the provisions of Section 2 ("Services") of this Agreement.

FILED
No. 2018.111
2018 JUN 12 AM 9:12
DOUGLAS COUNTY
CLERK
BY

38450800.5

2. SERVICES

2.1 Projects. Journal Technologies agrees to provide Services to Client as generally described in Exhibit A hereto, and further detailed in Journal Technologies' response to Client's Request for Proposal (RFP) submitted March 2, 2018 which is incorporated in its entirety by reference, or as such may be determined from time to time in accordance with the provisions of this Section 2 ("Services"). All Services will be rendered in accordance with the provisions of this Agreement, the applicable Statement of Work, if any, and any other guidelines agreed upon in writing by Journal Technologies and Client.

2.2 Project Requests. If Client requests that Journal Technologies provide Services to Client other than those expressly set forth in this Agreement or Exhibit A hereto, Client shall submit a reasonably detailed Project request to Journal Technologies. Journal Technologies shall have the right to request additional details about the proposed Project described in the Project request. If Journal Technologies believes that it can provide the requested Services, within a commercially reasonable time, Journal Technologies shall submit a proposed Statement of Work to Client.

2.3 Procedure for Agreement upon Statements of Work.

2.3.1 Statement of Work. Upon Client's receipt of a proposed Statement of Work, Journal Technologies and Client shall attempt reasonably to meet, consult and agree upon a mutually approved Statement of Work which, unless otherwise agreed by the parties, shall include the agreed costs and payment terms for a Project.

2.3.2 Incorporation of Statement of Work. At such time as the parties shall have agreed upon a Statement of Work, the Statement of Work as so completed, approved and executed by their authorized representatives shall constitute an agreement under and be subject to the non-conflicting provisions of this Agreement.

2.3.3 Changes. Modifications to a Statement of Work shall be accomplished by the negotiation and execution of an amendment reasonably satisfactory to each of the parties, which may result in an increase or decrease in the overall cost of a Project.

2.4 Journal Technologies' Employees and Subcontractors; Indemnification Generally. Journal Technologies shall require all of its employees and subcontractors to comply with the terms of this Agreement and any reasonable and lawful employment and security policies and procedures adopted from time to time by Client. Journal Technologies shall procure all business permits necessary to perform under this Agreement and pay all related fees. Journal Technologies and Client shall each indemnify, defend and hold harmless the other and their respective affiliates, officers, directors, employees and agents, from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the indemnified

party, arising out of or resulting from (i) the violation by the indemnifying party or its employees, agents, or contractors of any applicable law, order, ordinance, regulation or code or (ii) the gross negligence or intentional misconduct of the indemnifying party or its employees, agents or contractors.

2.5 Status Reporting. Journal Technologies shall provide monthly status updates to Client, and will provide additional reasonable status reports to Client upon request.

2.6 Status Meetings. Journal Technologies shall hold monthly status meetings with Client, and if Client so requests, Journal Technologies shall hold additional reasonable status meetings with Client management in order to review the status of Journal Technologies activities.

2.7 Record Keeping and Inspection. Journal Technologies shall maintain reasonable accounting records, in a form sufficient to substantiate Journal Technologies' activities and charges hereunder. Journal Technologies shall retain such records in accordance with its general record retention policies, and shall provide copies of such records to Client upon Client's request. Client shall have the right to inspect any such records upon reasonable notice, at Journal Technologies' main office and during Journal Technologies' normal business hours.

2.8 Go Live. Upon the occurrence and Client acceptance of Go Live of the Licensed Software for a Project, Client is deemed to have recognized that the Deliverables provided in respect of such Project satisfy the applicable requirements therefor, except to the extent otherwise expressly set forth in a writing signed by both parties in connection with Go Live. The parties understand and agree that, unless mutually agreed by both parties in writing, all work performed by the parties pursuant to this Agreement (including Exhibit A hereto) shall be complete on or before September 1, 2019, and the Go Live date for all Licensed Software must occur on or before September 1, 2019, and therefore the parties will cooperate with each other in performing their respective tasks and activities in a timely and diligent manner and use all reasonable efforts to meet that deadline.

2.9 Ownership of Product of Services. Unless otherwise specified to the contrary in the applicable Statement of Work, all data, materials, Deliverables and other products developed by Journal Technologies under a Statement of Work or this Agreement shall be and remain the sole and exclusive property of Journal Technologies, which shall retain all rights therein; provided that upon payment of all required amounts by Client, Client shall have the right to utilize any Deliverables for Client's internal purposes in accordance with the terms and conditions of the Statement of Work and the License Agreement.

3. WARRANTIES

3.1 Services Warranties. Journal Technologies warrants that the Services rendered to Client pursuant to this Agreement shall be performed in a competent and professional manner, and that each of Journal Technologies' employees, contractors and

agents assigned to perform Services pursuant to this Agreement shall have training, background and skills commensurate with the level of performance reasonably expected for the tasks to which he or she is assigned.

3.2 Warranty of Law. Journal Technologies warrants and represents that to the best of its knowledge: (i) Journal Technologies has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement is not prohibited by any other agreement to which Journal Technologies is a party or by which it may be bound (the "**Legal Warranty**"). In the event of a breach of the Legal Warranty, Journal Technologies shall indemnify and hold harmless Client from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Client, arising out of or resulting from said breach.

3.3 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WARRANTIES WITH RESPECT TO THE OPERATION OF ANY DELIVERABLE SHALL BE AS SET FORTH IN THE LICENSE AGREEMENT OR STATEMENT OF WORK.

4. PAYMENT

Service Fees shall be payable in respect of Services provided by Journal Technologies (including its agents and contractors) to, for, or at the request of Client or those acting on its behalf under this Agreement, including but not limited to installation, configuration, training and the like. If any Services outside of the Services set forth in Exhibit A hereto are requested and provided without a Statement of Work, they will be billed by Journal Technologies to Client in accordance with Journal Technologies' normal billing practices at the time, on a time-and-expense basis, with hourly rates at the then-standard rates, and expenses charged at cost, or as the parties may otherwise agree in writing. Unless otherwise set forth in a written agreement of the parties (including, without limitation, in any Exhibit hereto), payment for implementation Services for the Licensed Software and for data conversion and interfaces, as set forth on Exhibit A hereto, shall become due and payable upon the Go-Live of the Licensed Software for such Project, net thirty (30) days. Unless otherwise set forth in an applicable Statement of Work or other written agreement of the parties, any sales, use, excise or similar taxes levied on account of payments to Journal Technologies are the responsibility of the Client.

5. LIMITATIONS ON LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, CLIENT'S

TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO JOURNAL TECHNOLOGIES. IN NO EVENT SHALL JOURNAL TECHNOLOGIES' TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO JOURNAL TECHNOLOGIES.

6. CONFIDENTIALITY

6.1 Client's Responsibilities. Client hereby agrees that (i) all materials received from Journal Technologies under this Agreement are the confidential and proprietary information of Journal Technologies, (ii) Client shall take all necessary steps to protect and ensure the confidentiality of such confidential information, and (iii) except as permitted by a Statement of Work, none of such materials shall be in any way disclosed by Client to any third party, in whole or in part, without the prior written consent of Journal Technologies, which may be granted or withheld in its sole discretion. If Client becomes aware of the unauthorized possession of such materials, it shall promptly notify Journal Technologies. Client shall also assist Journal Technologies with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Journal Technologies to protect its proprietary rights.

6.2 Journal Technologies' Responsibilities. Journal Technologies hereby agrees that (i) any information related to the official business of Client that Journal Technologies obtains from Client in the course of the performance of this Agreement is the confidential and proprietary information of Client, (ii) Journal Technologies shall take all necessary steps to protect and ensure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Journal Technologies to any third party, in whole or in part, without the prior written consent of Client, which may be granted or withheld in its sole discretion. If Journal Technologies becomes aware of the unauthorized possession of such information, it shall promptly notify Client. Journal Technologies shall also assist Client with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Client to protect its proprietary rights.

6.3 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 ("Confidentiality"), the breaching party shall indemnify, defend and hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

6.4 Exclusions. The provisions of this Section 6 ("Confidentiality") shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Agreement, (ii) that was in the lawful possession of Journal Technologies or Client, as the case may be,

prior to the disclosure without a confidentiality obligation to any person, (iii) that was disclosed to Journal Technologies or Client, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (iv) that was independently developed by Journal Technologies or Client, as the case may be, outside the scope of this Agreement or (v) that Journal Technologies or Client, as the case may be, is required to disclose by law or legal process.

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the terms of this Section 7 ("Term and Termination").

7.2 Term of Statements of Work. Each Statement of Work pertaining to the provision of Services, and each other written agreement for such Services, shall commence on the date of execution of such Statement of Work or other agreement and shall continue in full force and effect thereafter until terminated in accordance with the provisions thereof or until the Services required have been provided and paid for. A termination of this Agreement shall simultaneously terminate any outstanding Statements of Work or other agreement for Services.

7.3 Termination by Journal Technologies.

7.3.1 Payment Default. Journal Technologies shall have the right to terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any failure of Client to make payments of amounts due when the same are due, and such failure continues for a period of thirty (30) days after written notice thereof by Journal Technologies to Client.

7.3.2 Other Client Defaults. Journal Technologies may terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any other material breach by Client which violation or breach continues for a period of thirty (30) days after written notice thereof by Journal Technologies to Client.

7.4 Termination by Client. Client shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity) without further obligation or liability to Journal Technologies (except as specified in Subsection 7.5 below) if Journal Technologies commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Client to Journal Technologies of such breach. Client shall have the right to terminate this Agreement effective immediately and without prior notice if Journal Technologies goes into liquidation or files for bankruptcy.

The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available to Client by the Douglas County Board of Commissioners. Client may terminate this Agreement, and Journal

Technologies waives any and all claims for damages with respect to such early termination, with the exception of any amounts due pursuant to Section 7.5 of this Agreement which shall be paid by Client as set forth therein, effective immediately upon service of written notice of termination from Client, or any date specified therein, if for any reason Client's public funding for this Agreement is not appropriated or is withdrawn, limited or impaired.

7.5 Effect of Termination. Termination of this Agreement or any Statement of Work shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Within thirty (30) days after the effective date of any such termination, Client shall pay Journal Technologies' fees and expenses at its then-standard rates for all Services rendered under the applicable Statement of Work or this Agreement up to the effective date of termination, including, without limitation, all work in process. Upon termination, each party shall return the confidential property of the other party obtained under the terminated Statement of Work or this Agreement, as applicable. This includes, without limitation, all work product of Journal Technologies produced pursuant to this Agreement or any Statement of Work, and Client shall have no further right to retain or use such work product following termination. In addition, the confidentiality obligations of the parties in Section 6 ("Confidentiality") shall survive the termination of this Agreement.

8. GENERAL

8.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Journal Technologies:

Journal Technologies, Inc.
915 East First Street
Los Angeles, CA 90012
Attention: President

and

Munger, Tolles & Olson LLP
350 South Grand Avenue, 50th Floor
Los Angeles, CA 90071
Attention: Mark Sayson

To Client: Douglas County District Court Administrator
P.O. Box 218
Minden, Nevada 89423
Attention: Bobbie R. Williams, CCE, CMP

8.3 No Third Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

8.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party; provided that Journal Technologies may assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by operation of law, without the prior written consent of Client. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by both parties:

8.5.1 Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

8.5.2 Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by a mutually agreeable organization or company specializing in providing neutral, third-party mediators. The mediation shall take place in Reno, Nevada, and shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date. The parties shall split equally the cost of the mediator, and shall bear their own attorney fees incurred through the mediation.

8.5.3 Arbitration. Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Reno, Nevada, or another location mutually

agreed by the parties. The prevailing party in any arbitration shall be awarded reasonable arbitration costs, attorney's fees, and expert fees. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction.

8.6 Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.7 Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement (except for any obligations to make payments) where the delay or failure results from any cause beyond such party's reasonable control including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

8.8 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without giving effect to its conflict of law principles.

8.9 Independent Contractor. Journal Technologies, in performance of this Agreement, is acting as an independent contractor. Personnel supplied by Journal Technologies (including personnel supplied by subcontractors) hereunder are not Client's personnel or agents, and Journal Technologies assumes full responsibility for their acts. Journal Technologies shall be solely responsible for the payment of compensation of Journal Technologies employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Client employee benefits. Client shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Journal Technologies employee, and such responsibility shall solely be that of Journal Technologies.

8.10 Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or

unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

8.11 Counterparts. This Agreement and any Statement of Work may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Continued on Next Page]

COPY

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

JOURNAL TECHNOLOGIES, INC.:

By: Gerald L. Salzman Date: 5/24/18

Printed Name and Title: Gerald L. Salzman, President

DOUGLAS COUNTY, NEVADA:

By: _____ Date: 6/7/18

Printed Name and Title: Steven J. Thaler, Chairman, Douglas County Board of Commissioners

COPY

EXHIBIT A

PRICING PROPOSAL
(excluding license, maintenance and support fees)

	One-Time Cost for Services under Section 2.1
Professional services, including expenses	
Implementation	$300,000
Data Conversions	75,000
Interfaces	125,000
	$500,000

Notes

Notwithstanding "Paragraph 4 – PAYMENT" of the Professional Services Agreement, the parties agree and understand that all professional service fees for Implementation Services, Data Conversion, and Interfaces shall not be due and payable by Client before July 1, 2019.

Interfaces included are the Department of Public Safety, East Fork Justice Court, District Attorney, Department of Motor Vehicles, Tahoe Justice Court, JAVS, Administrative Office of the Courts, and Nevada Supreme Court interfaces.

There must be significant involvement from Client's IT personnel during the conversions and interfaces. The interfaces require a willing and capable data exchange partner at agencies with which Client wishes to interface. Since Client's IT department will become familiar with eCourt's API, Client will be able to assist with and maintain the interfaces as well as develop interfaces.

Journal Technologies has assumed that Client's IT department, in consultation with Journal Technologies' project team, will complete the mapping and transfer of the legacy data to a common database system provided by Client's IT department. From the common database Journal Technologies will insert it into eCourt, thus completing a full data conversion. Client's team may need to do data cleaning or scrubbing in the source database before the initial conversion and after running each iteration of the conversion. With Client's approval, Journal Technologies might use a third-party to assist with the conversions and interfaces.

Journal Technologies does not provide hardware, installation of hardware or operating system software or its maintenance or support. Client acknowledges and agrees that Journal Technologies has prepared this Exhibit A on the assumption that Client is exempt from federal excise taxes and is not subject to any Nevada or local sales or use taxes.

Non-routine projects will be done pursuant to a Statement of Work using an agreed upon hourly rate plus expenses. Journal Technologies' current hourly rate is $175.

Jury management is not included in the scope of this project.

COPY

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

12th day of [illegible] 20 18

By [illegible] Deputy

EXHIBIT A
LICENSE, MAINTENANCE AND SUPPORT FEES

Licensed Software: eCourt®. The annual License, Maintenance and Support Fees include Licensed Software licenses, maintenance updates, upgrades and routine Support as described in the Agreement.

Annual Licensed Software License, Maintenance and Support Fees: $89,000, which includes licenses for up to 77 court Users and a total of 100 User licenses, as calculated below.

The License, Maintenance and Support Fees for Users identified in clauses (a) (i.e., court Users), (b) (i.e., other governmental agency Users), and (c) (i.e., public Users) of Section 1.12 of the Agreement are determined in accordance with the chart set forth below.

Other Governmental Agency Users
The additional License, Maintenance and Support Fee for unlimited use of the Licensed Software by non-court governmental employees and contractors accessing the Licensed Software via interfaces or the public portal, and the ongoing use of the Enterprise Service Bus (ESB), shall be computed based on 20% of the total number of court Users (i.e., 20% of 77 = 15 User licenses).

Public Users
The additional License, Maintenance and Support Fee for unlimited use of the Licensed Software by members of the general public accessing the Licensed Software via the public portal shall be computed based on 10% of the total court Users (i.e., 10% of 77 = 8 User licenses).

Calculation: 77 court User licenses + 15 other governmental agency User licenses + 8 public User licenses = 100 User licenses

Pricing Table for System User Licenses for Centralized System

Groups of Licenses*	User Licenses	Annual License, Maintenance and Support Fees: Per License	Annual License, Maintenance and Support Fees: For Group
1-100	100	$890	$89,000
101-200	100	1,010	101,000
201-500	300	830	249,000

*The actual number of User licenses will be used to determine the annual fee, with 100 licenses being the minimum. The Annual License, Maintenance and Support Fee is governed by a five-year agreement with an annual CPI adjustment that will automatically be applied to the fees for each year of the License Term after the first year.

Annual CPI Adjustment

The aforementioned annual CPI adjustment will be determined by reference to the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) – West region (currently located at the following link: https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm).

Unless otherwise agreed by the parties in writing, the adjustment will be calculated by reference to the most recent such CPI figure for the prior calendar year (i.e., Jan-Dec) preceding each anniversary of Go Live during the License Term, and the rate of increase (decrease) in the annual License, Maintenance and Support Fee shall match such reported CPI figure. For example, if Go Live occurs on September 1, 2019, the CPI adjustment to be applied to the License, Maintenance and Support Fee for the second year of the License Term (i.e., September 1, 2020 to August 31, 2021) shall be equivalent to the West Region CPI-U figure for calendar year 2019, as reported by the BLS in January 2020.

PAYMENT PROCESSING SERVICES VIA ECOURT PUBLIC PORTAL

The Licensed Software under this Agreement includes the eCourt Public Portal, which also provides for eFiling and ePay-it functionalities. The pricing structure for eFiling and ePay-it services are as follows:

Electronic Filing Fees ("eFiling") – All Case Types

$5.00/filing (unlimited documents) to be paid directly to Licensor by members of the public utilizing the eCourt system. Licensor may not increase the eFiling Fees without Licensee's express written consent.

a. There are no additional charges for Electronic Service ("eService") when combined with a filing.
b. A filing must only contain documents for a single case.
c. There are no additional charges for other case types such as complex litigation cases.
d. A credit card fee of 2.75% is passed on to the filer unless alternate forms of payment are established. For the limited purpose of collecting the Court filing fees associated with any eFiling transaction, the Licensee designates Licensor as the Licensee's agent. There is no fee for ACH fund transfers.
e. There are no transaction charges for fee waiver cases and government agency exemptions.

ePay-it

a. Licensor's charges for processing electronic payments made to Licensee, including but not limited to payments made using the ePay-it system, and including but not limited to the payment of fees, fines, penalties, assessments and any other court-ordered debt, will be as follows. These payments can be

borne totally by the public or partially offset by Licensee. Many courts absorb the credit card fees and have the public pay the fixed fee.

1. Payments in full - Licensor will charge a fixed fee of $5.95 per transaction;
2. Partial payments - Licensor will charge a fixed fee of $2.95 per transaction.

b. On transactions paid via credit card Licensor may charge an additional fee of 2.75% of the total amount paid in each transaction. These fees may be absorbed directly by Licensee and paid upon invoice from Licensor to Licensee if requested by Licensee.

c. Licensor will transfer funds on a weekly basis via ACH electronic transfer at no additional charge. There is a 5 business day delay between payment of the funds by the public and receipt of funds by Licensee to allow for fund settlement and transfer.

If the combined monthly eFiling and ePay-it fees earned by Licensor are less than $1,500 in any month, Licensee shall pay the difference to Licensor for each month in which such combined fees are less than $1,500.

COPY

EXHIBIT B
SOURCE CODE ESCROW AGREEMENT

[See attached.]

COPY

INNOVASAFE, INC.®
Intellectual Property Risk Management

IS2ex

Software Escrow Agreement

This Agreement is between the Depositor and InnovaSafe.
Licensees are enrolled as a Beneficiary.

COPY

Use This Agreement if:

- Multiple Licensees will be added and management of single or multiple deposits are needed.
- Beneficiary specific terms and conditions may be required.
- Modifiable Agreement is required
- Services include:
  - Complete client service
  - Fees Locked For the Initial Term
  - Physical or Electronic Deposits
  - Quarterly Deposits Included
  - No Additional Storage Fee
  - Toll Free Telephone Support (800) 239-3989

Questions? Please call (800) 239-3989 or
Live Online Support at www.innovasafe.com

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This Software Source Code Escrow Agreement ("Agreement"), number 2738, effective as of the date signed by the Depositor ("Effective Date"), is made and entered into by InnovaSafe, Inc. ("InnovaSafe"), a California corporation, located at 28502 Constellation Road, Valencia, California, 91355-5082, and Sustain Technologies, Inc. ("Depositor"), located at 915 East First Street, Los Angeles, California 90012 and each additional person or entity subscribed hereto as a Beneficiary or Designated Beneficiary in accordance with the requirements of this Agreement. In consideration of the covenants, conditions, warranties and restrictions contained in this Agreement, the parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below, unless expressly defined otherwise in this Agreement:

"*Beneficiary*" means and includes a person or entity that has subscribed hereto as a Beneficiary in accordance with the requirements of Paragraphs 3.1 and 3.2(a) of this Agreement and each Designated Beneficiary.

"*Beneficiary Enrollment Form*" means the form used by InnovaSafe for the addition of a Beneficiary or Beneficiaries to this Agreement in accordance with the requirements of Paragraph 3 hereof, as such form may be modified or replaced by InnovaSafe in its sole discretion from time to time during the term of this Agreement. A copy of the current Beneficiary Enrollment Form is attached hereto as Exhibit B and incorporated herein.

"*Designated Beneficiary*" means and includes any person or entity that has not subscribed hereto as a Beneficiary pursuant to Paragraph 3.2(a), but has been designated by Depositor as a Beneficiary hereof in accordance with the requirements of Paragraphs 3.1 and 3.2(b) of this Agreement. Each Designated Beneficiary shall have the rights and obligations of a Beneficiary under this Agreement, including but not limited to the conditional rights set forth in Paragraph 4 of this Agreement.

"*Description of Escrow Deposit*" means a general description of the Software and the Escrow Deposit as set forth on Exhibit A attached hereto and incorporated herein.

"*Escrow Deposit*" or "*Deposit*" means the copies of the Source Code, drawings, computer intellectual property, documentation, web site content, trade secrets, and other related material, deposited with InnovaSafe by the Depositor, or otherwise held by InnovaSafe pursuant to the terms of this Agreement.

"*License Agreement*" means any agreement pursuant to which Depositor licenses the Software to a Beneficiary in object code form.

"*Replacement*" means a Deposit relating to any complete change, modification, enhancement or alteration of the Source Code since the last Deposit which completely replaces all of the previous Deposits.

"*Software*" means the software that as of the date hereof is licensed by the Depositor to a Beneficiary pursuant to a License Agreement, and which is generally described in the Description of Escrow Deposit.

"*Source Code*" means the Software in source code form, including all documentation and instructions necessary to maintain, duplicate, compile, interpret and install the source code for the Software.

"*Update*" means any modification, update or revision of any Software that is subject of the Escrow Deposits currently being held by InnovaSafe.

2. DEPOSIT PROCEDURES

2.1 Initial, Additional, and Duplicate Deposits: (a) Within thirty (30) days of the Effective Date of this Agreement, Depositor agrees to deposit with InnovaSafe, copies of the Source Code for the version of the Software as licensed under a License Agreement. With such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (b) Depositor also agrees to deposit with InnovaSafe the Deposit for each Update or Replacement within thirty (30) days after its

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release, distribution, or other publication by Depositor in the ordinary course of business. With each such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (c) Depositor shall deliver a duplicate Deposit (including all Updates) within five (5) days of receipt of a written request from an authorized representative of InnovaSafe. Without limiting the foregoing, Depositor shall deliver a duplicate Deposit (including all Updates) to replace any previous Deposit that is impaired due to a defect in or natural degeneration of the recorded medium. All duplicate Deposits may not be encrypted, except for an Update or Replacement Deposit that is transmitted to InnovaSafe in accordance with Paragraph 2.2. (d) Notwithstanding any other provision of this Agreement, InnovaSafe shall have no obligation to return to Depositor any Deposit.

2.2 Encrypted Electronic Deliveries: Subject to the prior agreement of InnovaSafe and Depositor regarding delivery and decryption protocols, Depositor shall have the option but not the obligation to encrypt and transmit the encrypted Deposit for each Deposit over the Internet using InnovaSafe's SafeDeposit services. InnovaSafe shall not be liable to Depositor or Beneficiary for any encrypted Deposit, or any part thereof that is transmitted over the Internet.

2.3 Deposit Receipt Notification: For each Deposit, InnovaSafe will issue a receipt to Depositor, accompanied by a general list or description of the materials deposited. InnovaSafe shall notify Depositor and Beneficiary of receipt of each Deposit by electronic mail ("email") to the email address described in Paragraph 10 of this Agreement or the Beneficiary Enrollment Form, as applicable, within thirty (30) days following receipt by InnovaSafe of the Deposit.

2.4 Technical Verification of Deposit: Any party may request that InnovaSafe perform a deposit verification of the Deposit. Any charges and expenses incurred by InnovaSafe in carrying out a deposit verification will be paid by the party requesting the deposit verification, unless otherwise agreed to in writing. Limitations: Except solely in connection with the performance by InnovaSafe of a deposit verification or another technical verification that has been requested and agreed to by the parties in accordance with this Agreement, InnovaSafe shall have no obligation to determine the physical condition, accuracy, completeness, functionality, performance or non-performance of any Deposit or whether the Deposit contains Source Code.

2.5 Failed Deliveries, Duty of Care and Sub-Contractors: (a) InnovaSafe will not be responsible for procuring the delivery of any Deposit. (b) InnovaSafe shall perform all of the duties required by this Agreement diligently and in good faith. Except as expressly stated in Section 2 of this Agreement, InnovaSafe shall have no duty of care, inquiry or disclosure, whether express or implied. (c) Any and all sub-contractors performing verification or other services on behalf of InnovaSafe shall be subject to the same duty of care as InnovaSafe.

3. BENEFICIARY ENROLLMENT PROCEDURES

3.1 Enrollment of Beneficiaries: After InnovaSafe's acceptance of the initial Deposit, Depositor may join additional Beneficiaries, or name Designated Beneficiaries to this Agreement at any time and from time to time, in its sole and absolute discretion, provided that (a) at the time of entering into this Agreement the Depositor and the proposed Beneficiary or Designated Beneficiary are parties to a License Agreement; (b) Depositor is not in breach of this Agreement; (c) all fees and costs required to be paid to InnovaSafe under this Agreement have been paid; and (d) the proposed Beneficiary completes, signs and delivers the Beneficiary Enrollment Form as required hereunder or Depositor provides a written execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary, as applicable.

3.2 Beneficiary Enrollment Forms: (a) Each person or entity that subscribes as a Beneficiary to this Agreement shall be required to agree to the terms hereof and indicate such agreement by delivering to Depositor and InnovaSafe the completed Beneficiary Enrollment Form (Exhibit B) that has been signed by an authorized representative of Beneficiary. A person or entity that has not subscribed hereto as a Beneficiary in accordance with the requirements of this Agreement, including but not limited to, any other licensees of the Software, shall not have any rights hereunder and InnovaSafe shall have no duties to any such persons or entities, except as expressly provided in clause (b) of this Paragraph 3.2. (b) Subject to Paragraph 3.1 above, Depositor may name Designated Beneficiaries to this Agreement at any time and

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from time to time, in its sole and absolute discretion, upon execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary. InnovaSafe shall issue an enrollment letter and a copy of the Agreement, and any other applicable document required hereunder to the Designated Beneficiary upon receipt of the Exhibit Bns. All rights and obligations of a Designated Beneficiary expressly provided for hereunder, may be modified, supplemented, extended, terminated or assigned by Depositor and InnovaSafe at any time, and from time to time, by amendment of this Agreement as further provided herein. Unless otherwise expressly set forth in an amendment to this Agreement as provided for in this Agreement, the rights and obligations of a Designated Beneficiary interests established hereunder shall not be modified by (i) any waiver for the benefit of such Designated Beneficiary that is entirely conditioned upon the complete and continuous satisfaction of each of the performance of and obligation required under this Agreement, or (ii) any failure to enforce any following the execution of the form of acknowledgement attached hereto as Exhibit D in which Beneficiary accept and agrees to be bound by the terms, conditions and obligations set forth in this Agreement, including, but not limited to, all obligations of Beneficiary set forth in Paragraph 4.4 of this Agreement, and all obligations of Designated Beneficiary set forth in Sections 9, 10 and 11 of this Agreement. No Deposit shall be released to any Designated Beneficiary until the Designated Beneficiary accepts and agrees to be bound by the terms, conditions and obligations in accordance with the requirements of this Agreement.

4. DEPOSIT RELEASE PROCEDURES

4.1 Conditions to Enforcement: Each Beneficiary shall have the right to enforce the Release Procedures described in this Paragraph 4 only if at the time of the requested release: (a) the License Agreement between Depositor and Beneficiary is in full force and effect, and Beneficiary is not in breach thereof; (b) the Beneficiary is not in breach of this Agreement; and (c) all fees and costs then due and owing to InnovaSafe shall have been paid in full.

4.2 Release Conditions: The release by InnovaSafe of the Deposit to Beneficiary as further provided in this Paragraph 4, shall be subject to the occurrence of one or more of the following conditions (each a "Release Condition"): (a) Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; (b) Depositor takes any action under any state corporation or similar law that will cause both the dissolution of the corporate existence of Depositor and the liquidation by Depositor of its assets; (c) Depositor has materially breached an obligation to provide maintenance or bug fixes to which Beneficiary is entitled under the License Agreement and (i) such material breach will cause Beneficiary to incur immediate and substantial injury for which money damages, or such other remedies provided by the License Agreement, would be inadequate, (ii) Beneficiary is not in breach of the terms of the License Agreement and (iii) Beneficiary has terminated the License Agreement in accordance with the terms of the License Agreement; (d) Depositor's duly appointed trustee in a bankruptcy or dissolution proceeding of Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; or (e) A court of competent jurisdiction, or an arbitrator, if applicable, issues an order or judgment directing InnovaSafe to release the Deposit to Beneficiary.

4.3 Release Procedures: InnovaSafe will release the Deposit to a Beneficiary subject to and in accordance with each of the following conditions: (a) Depositor may provide InnovaSafe with a written release request at any time, and a Beneficiary may provide InnovaSafe with a written release request following the occurrence of a Release Condition; (b) Provided that InnovaSafe has been paid all fees and costs then due and owing, InnovaSafe shall promptly deliver a copy of the release request to Depositor or such Beneficiary, as applicable (the "Notice of Release Request"); (c) If Depositor or Beneficiary objects to the requested release, then within thirty (30) days of the receipt of the Notice of Release Request, such party agrees to provide InnovaSafe with written notice of such objection, and to provide a copy of such notice to the party requesting the release, stating that a Release Condition has not occurred or has been cured, and instructing InnovaSafe not to release the Deposit as requested (the "Contrary Instructions"); (d) If InnovaSafe does not receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall deliver a copy of the Deposit to such Beneficiary; (e) If InnovaSafe does receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall not deliver a copy of the Deposit to such Beneficiary, but shall continue to hold the Deposit until the first to occur of the following: (i) InnovaSafe receives joint written release instructions from Depositor and such Beneficiary;

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or (ii) InnovaSafe receives a copy of an order or judgment of a court of competent jurisdiction, or the decision of an arbitrator, if applicable, directing InnovaSafe to act with regard to disposition of the Deposit.

4.4 Rights in Bankruptcy and Effect of Release: (a) The parties agree that this Agreement, as it may be modified, supplemented, or replaced from time to time, is not intended and shall not be construed to constitute an election of remedies by any Beneficiary, or otherwise to supersede or foreclose any rights to which Beneficiary otherwise would be entitled under Title 11 United States Bankruptcy Code §365(n), as a licensee of intellectual property. (b) Upon receipt of the Deposit, and subject to the covenants, conditions, warranties and restrictions of this Agreement and the License Agreement, each Beneficiary shall have the right and hereby agrees to use the Deposit, including copying and modification thereof, only as reasonably necessary for the sole purpose of enabling such Beneficiary to use the Software for its intended purpose (unless otherwise authorized by the express terms of the License Agreement). Each Beneficiary shall use commercially reasonable measures to protect the integrity, security and confidentiality of the Deposit. The foregoing does not grant, sell, assign or otherwise transfer to any Beneficiary any title to or ownership of all or any part of the Deposit or Software, or related documentation, or any other property of Depositor, and without limiting the foregoing, does not grant to any Beneficiary any right to publish, perform, adapt, create derivative works from, or distribute the Software or any part thereof.

5. FEES AND PAYMENTS

5.1 Fee Schedule, Payments and Suspension of Performance: (a) The fees and charges of InnovaSafe are set forth on the fee schedule attached hereto as Exhibit C and incorporated herein. After the expiration of the initial term, InnovaSafe may increase its fees and costs on an annual basis by providing written notice of such increase at least sixty (60) days prior to the commencement of the next renewal term. (b) All fees, costs and any other amounts due and payable to InnovaSafe for annual service fees as provided hereunder, shall be paid by Depositor. Initial and annual fees must be paid to InnovaSafe within 30 days of the Effective Date and on each anniversary thereof. All other amounts payable to InnovaSafe shall be paid within thirty (30) days from the date of invoice to Depositor or Beneficiary, as applicable. Any release fee under this Agreement shall be paid by the Beneficiary requesting release of the Deposit. Neither Depositor nor any Beneficiary shall be entitled to any refunds, withholds, offsets, reductions in, or deductions from, any payments due to InnovaSafe hereunder. (c) In addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any amount due hereunder remains unpaid in whole or in part.

6. TERM AND TERMINATION

6.1 Term: This Agreement shall have an initial term of one year from the date hereof unless earlier terminated as provided herein. At the expiration of the initial term, this Agreement shall automatically renew from year to year thereafter until this Agreement is terminated in accordance with the terms hereof.

6.2 Termination for Cause: (a) Notwithstanding the foregoing, this Agreement shall terminate as to each specific Beneficiary immediately and automatically upon either the expiration of the applicable License Agreement between such Beneficiary and Depositor, or the earlier termination of the applicable License Agreement between such Beneficiary and Depositor, whichever is applicable, provided, however, that in the case of termination (as distinguished from the expiration) of the applicable License Agreement between such Beneficiary and Depositor, such termination has been effected by Depositor in accordance with the requirements of the applicable License Agreement. (b) InnovaSafe shall have the right to terminate this Agreement as to all parties or as to any Beneficiary, in the event of non-payment of any fees or other amounts due and payable to InnovaSafe or its designee, or if Depositor otherwise breaches any material term of this Agreement, provided, however, that written notice of such breach is given to all applicable parties. If Depositor or the applicable Beneficiary fails to cure such breach within five (5) business days of the date such notice is delivered, then InnovaSafe shall have the right to terminate this Agreement by sending written notice of termination to Depositor and all applicable Beneficiaries, and further provided, however that if payment is due from a Beneficiary and not from Depositor, then InnovaSafe may terminate this Agreement only as to that Beneficiary. InnovaSafe shall have no obligation

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to perform any obligations under this Agreement so long as such breach remains uncured, including but not limited to, the receipt or release of any Deposit as required under this Agreement. Any party may cure amounts past due, whether or not such party is obligated under this Agreement.

6.3 Termination Without Cause: (a) After the expiration of the initial term of this Agreement, Depositor shall have the right to terminate this Agreement without cause, in its sole discretion, by giving each Beneficiary and InnovaSafe written notice of its intent to terminate this Agreement at least forty-five (45) business days prior to the expiration of the initial term or the next renewal term, whichever is applicable; (b) Notwithstanding any other provision hereof, at any time during the term of this Agreement, InnovaSafe shall have the right to terminate this Agreement without cause, in its sole discretion, by giving Depositor and each Beneficiary written notice of its intent to terminate this Agreement at least ninety (90) days prior to the date set for termination. During such 90 day period Depositor shall have the right to provide InnovaSafe with written instructions authorizing InnovaSafe to return the Deposit, and if InnovaSafe does not receive such written instructions from Depositor within the foregoing 90 day period, then InnovaSafe will use good faith in an attempt to return any Deposit in its possession to Depositor, or if InnovaSafe is not able to locate the Depositor after such attempts, then InnovaSafe may destroy the Deposit. InnovaSafe shall continue to be entitled to payment at its then current fees and charges (notwithstanding the termination date specified in its notice) until the Deposits are returned or destroyed. Notwithstanding anything to the contrary herein, InnovaSafe shall refund all fees paid hereunder in the prorated amount attributable to the time period after termination of the is Agreement pursuant to this provision; (c) A Beneficiary may not terminate this Agreement; (d) This Agreement shall terminate automatically, in the event that copies of the Deposit are released to all qualified Beneficiaries as provided by this Agreement.

6.4 Disposition of Deposit: Upon the termination of this Agreement, the following shall apply: (a) all amounts then due and owing to InnovaSafe hereunder shall be paid in full; (b) if the termination is as to all Beneficiaries, then InnovaSafe will return any Deposit in its possession to Depositor, and (c) if InnovaSafe does not receive written instructions from Depositor authorizing InnovaSafe to return all Deposits, or if InnovaSafe is not able to locate Depositor after reasonable attempts, then InnovaSafe shall destroy the Deposit.

6.5 Survival of Certain Obligations: Upon the termination of this Agreement, all future and continuing rights and obligations established hereunder will terminate, except: (a) the obligations of each party to maintain confidentiality, as defined herein; (b) the obligations of the parties under Paragraphs 6.4, 8.3 and 9.4 of the Agreement; and (c) any claim or cause of action for breach of this Agreement, or for indemnity or contribution under Paragraph 9.3 of the Agreement, existing as of the date of termination, which claim or cause of action will remain in full force and effect until such rights and obligations are fully discharged.

7. REPRESENTATIONS AND WARRANTIES OF DEPOSITOR

7.1 No Conflicts: Depositor represents and warrants to each Beneficiary and to InnovaSafe that the grant by Depositor to Beneficiary of the rights granted hereunder, the Deposits made pursuant hereto, and the implementation of this Agreement in accordance with its terms, do not and will not conflict with, violate or infringe upon (a) any rights or interests of any person or entity not a party to this Agreement, (b) any terms of any express or implied contract between Depositor and any other person or entity, or (c) any judicial or administrative order, award, judgment or decree of any state or country applicable to Depositor, or (d) any laws, rules or regulations of any country from or to which any Deposit may be delivered in accordance with the provisions of this Agreement, including but not limited to, customs laws, import, export, and re-export laws.

7.2 Usability of Source Code: Depositor represents and warrants that the Deposits made to InnovaSafe will, at all times, (a) be the version of the current release of the Software, as offered by Depositor to the Beneficiaries or other licensees in the ordinary course of business from time to time during the term of this Agreement, (b) be understandable and useable by a reasonably skilled programmer or other professional to understand, maintain, and correct the Software without assistance of any other person, (c) contains sufficient documentation to enable such a skilled programmer or other professional to understand and use any proprietary languages or programming components that such a skilled programmer or other

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professional could not reasonably be expected to understand, and (d) includes all the devices, programming, and documentation necessary for the maintenance of the Software by the Beneficiary upon release of the Deposit pursuant to this Agreement, except for devices, programming, and documentation commercially available to the Beneficiaries on reasonable terms through readily known sources other than the Depositor.

8. RECORDS, REPORTS, ADMINISTRATION

8.1 Records of Deposits: InnovaSafe will maintain written records of all Deposits made by Depositor pursuant to this Agreement. InnovaSafe shall be entitled to rely on the completeness and accuracy of all information, documents and materials provided to InnovaSafe by Depositor, Beneficiary or any other person or entity, in connection with this Agreement. Depositor shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to InnovaSafe to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement. Beneficiary shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to both Depositor and InnovaSafe, to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement, provided, however, the right of each Beneficiary to inspect such records of Deposit shall be limited to only those records that pertain to the requesting Beneficiary.

8.2 Intentionally Omitted

8.3 Confidentiality and Storage of Deposits: (a) InnovaSafe will protect the confidentiality of the Deposit and all proprietary information of Depositor incorporated therein. Except as otherwise required to carry out its duties under this Agreement, InnovaSafe will not permit any unauthorized person access to the Deposit. If InnovaSafe receives any order from a court or other judicial or arbitral tribunal pertaining to the disclosure or release of the Deposit, InnovaSafe will immediately notify the parties to this Agreement unless prohibited by law. Challenge of any such disclosure or release order shall be the sole responsibility of Depositor and Beneficiary. InnovaSafe does not waive its rights to present its position with respect to any such order. No party has the right to require InnovaSafe to disobey any order from a court or other judicial or arbitral tribunal. (b) InnovaSafe shall implement measures to maintain the security of all Deposits including, but not limited to, the storage of all Deposits in secured locked facilities.

9. DISPUTE RESOLUTION AND CLAIMS

9.1 Reliance and Suspension of Performance: (a) InnovaSafe shall have no responsibility for determining the genuineness or validity of any instruction, document or other item given to or deposited with it, and in the performance of its obligations under this Agreement shall be entitled to rely upon any email or written notice, instruction or request furnished to InnovaSafe by any of the parties hereto if such instructions are believed by InnovaSafe to have been given by a designated representative ("Designated Representative") identified by the applicable party. With respect to the Depositor, the initial Designated Representative shall be Gerald Salzman. Each Beneficiary shall identify its Designated Representatives on Exhibit B or Exhibit Bns, as applicable. If no Designated Representatives are identified, all employees of Depositor and any Beneficiary, respectively, are conclusively deemed to have proper authority to act on behalf of such party hereunder. InnovaSafe shall have no responsibility with respect to the Deposit other than to follow such instructions as may be provided herein. (b) If any controversy exists between or among the Depositor and any of the Beneficiaries hereto, or with any other person or entity with respect to the Deposit or the subject matter of this Agreement, InnovaSafe shall not be required to determine the same or take any action with respect thereto, but in addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any such conflict or controversy may exist hereunder.

9.2 Intentionally Omitted

9.3 Indemnification:

Depositor, on the one hand, and each Beneficiary on the other hand, jointly and severally, agree to indemnify, defend and hold harmless InnovaSafe and its directors, officers, agents and employees (collectively "InnovaSafe") from and against any losses, claims, damages, judgments, assessments, costs

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and other liabilities (collectively "Liabilities"), and will reimburse InnovaSafe for all reasonable fees and expenses (including the reasonable fees and expenses of counsel) (collectively, "Expenses") as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation or arbitration and whether or not InnovaSafe is a party (collectively, "Actions"), relating to this Agreement or arising out of or in connection with the services rendered or to be rendered by InnovaSafe pursuant to this Agreement, or any actions or inactions of InnovaSafe in connection with any such services or this Agreement; provided that Depositor and Beneficiary will not be responsible for any Liabilities or Expenses of InnovaSafe that are determined to have resulted from the gross negligence or willful misconduct of InnovaSafe in connection with any of the services, actions, or inactions referred to above.

9.4 Mediation and Arbitration: (a) In the event of any controversy, dispute or claim between InnovaSafe and any other party hereto that arises under or otherwise relates to this Agreement, the parties agree that the dispute shall be submitted to mediation facilitated by a mediator as mutually approved by the parties, which approval shall not be unreasonably withheld or delayed by either party ("Mediator"). The parties agree to participate in good faith in the mediation conferences. Each party shall bear one-half (or its proportionate share if there are more than two parties) of the costs of the mediation, including the Mediator's fees. (b) If the parties are unable to resolve the claim, controversy or dispute through mediation, then it shall be decided by arbitration in Los Angeles County, California, in front of a single retired judge through the Judicial Arbitration and Mediation Service or, in its absence, any similar organization providing the arbitration services of retired judges ("JAMS"). If for any reason within 30 days of an arbitration demand, any other party to the Agreement fails to state in writing that it will cooperate in selecting the sole arbitrator, then the remaining party shall select the arbitrator. If for any reason the sole arbitrator is not selected within 45 days of the written arbitration demand, then JAMS shall have sole authority to assign one of its retired judges as the arbitrator that has experience with intellectual property law. The parties shall be entitled to discovery to the full extent provided in civil actions pending in the Superior Court for Los Angeles County, with the arbitrator deciding any controversies arising during and with respect to discovery. The decision of the arbitrator with respect to any issues submitted for determination shall be final and binding on all of the parties to this Agreement, provided, however that the arbitrator shall not have the power to award punitive or exemplary damages. Not less than 21 days before the first scheduled session of the arbitration hearing, each party shall deliver to the other: (i) a complete list of the names of the witnesses that the party will call to testify at the hearing; and (ii) a complete and accurate copy of each document the party will offer in evidence at the hearing, excluding witnesses and documents that are used for impeachment.

9.5 (a) Disclaimer of Warranties: InnovaSafe expressly disclaims any and all warranties, express or implied, in connection with this Agreement, or its implementation, or arising out of a course of performance, dealing, or trade usage, including, without limitation, any warranties of title, non infringement, merchantability, fitness for a particular purpose, defect, workmanship or uninterrupted or error-free use or operation. (b) Limitations of Claims and Consequential Damages Limitation: (i) No action or claim against InnovaSafe arising out of or in any way relating to this Agreement may be instituted after the first to occur of the following: (a) the expiration of the period of limitation required by applicable law; (b) the expiration of two (2) years after the event giving rise to such action or claim, or (iii) the expiration of one (1) year after the date upon which the claiming party discovers, or reasonably should have discovered, the facts giving rise to such action or claim. (ii) In no event shall any party, its affiliates, or any of its or their representatives be responsible or liable for any indirect, incidental, consequential, special, exemplary, or punitive damages (including, but not limited to, loss of data, savings, revenue or profits), even if such party, its affiliates, or any of its or their representatives has been advised of the possibility of such damages, including but not limited to, any damages from the use of, interruption of use, or inability to use any software or any data related thereto. (c) Limitation of Liability: In no event shall the total collective liability of InnovaSafe, its affiliates, and any of its or their representatives arising out of or relating in any way to this Agreement or it implementation exceed the total amounts paid or payable by the depositor or Beneficiary to InnovaSafe hereunder, provided, however, that the foregoing limitation does not apply to damages (excluding damage to the Deposit media) that are determined by a judgment of a court of competent jurisdiction which is no longer subject to appeal or further review to have resulted from the gross negligence or willful misconduct of InnovaSafe.. (d) Proceedings: If InnovaSafe is threatened to be made a party, required, compelled to be a party to, assist in, otherwise participate, or otherwise becomes

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involved in, whether as a witness or in any other capacity, in any investigation, audit, action or proceeding, whether judicial, arbitral or administrative, instituted by Depositor, Beneficiary, or any third party (collectively, a "Proceeding") then in any such case Depositor and Beneficiary each agree to pay in advance, upon receipt of written demand therefor from InnovaSafe, any and all reasonable expenses that may be incurred by InnovaSafe in connection therewith, which shall include, without limitation, reasonable attorneys' fees, disbursements and retainers, court costs, transcript costs, fees of accountants, experts and witnesses, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness or other participant in a Proceeding.

10. NOTICES

10.1 Notices and Notice Address: Except as otherwise provided herein for Deposits or notices of Updates and Replacements, all notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes if done by personal delivery, or electronic mail, or First Class Mail, or Certified Mail, or commercial overnight delivery service (DHL, FedEx, UPS), or facsimile transmission. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Any party may change its contact information by giving the other party notice of the change in any manner permitted by this Agreement. Any party has the option to update their contact information with InnovaSafe using the "Change of Status" form on our website, http://www.innovasafe.com/update.html.

DEPOSITOR:

Contact Name:	Gerald Salzman
Title:	President
Street address:	915 E. 1st. St.
City, State, Postal Code:	Los Angeles, CA 90012
Country:	USA
Phone:	213-229-5300
Facsimile:	213-229-5481
Email:	c/o claudia_nading@dailyjournal.com
Purchase Order (if applicable):	NA

INNOVASAFE, INC.

Corporate Address:	28502 Constellation Road, Valencia, California, 91355-5082 USA
Mailing Address:	PO Box 800256, Valencia, California 91380-0256 USA
Phone:	USA Direct: 1-800-239-3989
	International Direct: 1-661-310-1810
Facsimile:	1-661-295-5516
eMail:	clientservices@innovasafe.com

BENEFICIARY: As set forth in Exhibit B or Exhibit Bns.

11. MISCELLANEOUS PROVISIONS

11.1 Independent Contractors: The parties are independent contractors, and no party shall be held to be a fiduciary or trustee, or to have any fiduciary obligation, to any other party, or shall be considered, by entering into or performing any obligation under this Agreement, to assume or become liable for any special duty, or any existing or future obligations, liabilities or debts of the other party. No employee or agent of one party shall be considered to be an employee or agent of any other party.

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11.2 Complete Statement, Interpretation and Modification of Agreement: The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of their agreement with respect to the subject matter hereof, and supersedes all oral or written proposals, understandings, representations, warranties, covenants, and communications between the parties relating hereto. InnovaSafe is not a party to any License Agreement and no provision of any License Agreement shall be construed to apply to InnovaSafe or otherwise give rise to any obligation of InnovaSafe. Each party and its counsel have participated fully in the review and approval of this Agreement. Any statute or rule of law to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by Depositor and InnovaSafe, and by each Beneficiary if it affects any material right or obligation of such Beneficiary provided hereunder. No course of performance by the parties hereunder shall be deemed to constitute an amendment of this Agreement.

11.3 Waiver: No waiver of a breach, failure of a condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

11.4 Attorneys' Fees: In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

11.5 Force Majeure: Except for obligations to make payment as indicated herein, no party shall be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond such party's reasonable control.

11.6 Due Authorization, No Third Party Rights, Partial Invalidity, Headings: (a) Each party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or limited liability company action. (b) This Agreement is made solely for the benefit of the parties to this Agreement, the Designated Beneficiaries, and their respective permitted, authorized and acknowledged successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement. (c) If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of any federal, state or local government having jurisdiction over this Agreement, the validity of the remaining provisions hereof shall not be affected thereby. (d) The headings in this Agreement are included for convenience only and shall neither effect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

11.7 Governing Law: The validity of this agreement and any of its terms or provisions, as well the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of California, and each party to this agreement specifically agrees to submit to the jurisdiction of the courts of the State of California.

11.8 Instructions to InnovaSafe: This Agreement shall constitute instructions to InnovaSafe as escrow agent. In addition, Depositor and each Beneficiary agrees to execute, deliver and be bound by any supplemental or general policies or procedures of InnovaSafe or such other instruments as may be reasonably required by InnovaSafe in order to perform its obligations as contemplated by this Agreement. In the event of any conflict or any inconsistency between such policies or procedures and any provision of this Agreement, the provision of this Agreement shall control.

11.9 Authorization to Copy: Depositor authorizes InnovaSafe to use and copy the Deposit as determined by InnovaSafe in its sole discretion as necessary for the performance of its obligations hereunder, including but not limited to, performing any Deposit verification testing as authorized

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hereunder, provided, however, that the foregoing authorization does not grant, sell, assign or otherwise transfer to InnovaSafe any title to or ownership of any part of the Deposit or Software, or related documentation, or any other property of Depositor, except for the media upon which the Deposit is recorded, title to and ownership of which shall pass to InnovaSafe as provided herein.

11.10 Counterparts, Facsimile and Scanned Copy: This Agreement may be signed in one or more counterparts, by facsimile or scanned copy each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below the signatures.

DEPOSITOR

BY: Gerald L Salzman

Signature

Name: Gerald L. Salzman

Title: President

Date: 7/13/10

INNOVASAFE

BY:

Signature

Name: John J. Stulman

Title: President/CEO

Date: 19 JUL 10

COPY

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EXHIBIT A
DESCRIPTION OF DEPOSIT
INNOVASAFE ACCOUNT # 2738

THIS FORM MUST ACCOMPANY EACH DEPOSIT TO INNOVASAFE. PLEASE SEND ALL DEPOSITS TO THE INNOVASAFE CORPORATE OFFICES LOCATED AT: 28502 CONSTELLATION ROAD, VALENCIA, CA, 91355 USA

The Ex. A can also be completed online at: http://www.innovasafe.com/exhibitA.html

DEPOSITOR CONTACT INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Deposit Details			
Media Type (CD, DVD, DAT etc...):		Indicate hardware used to create deposit:	
Number of Media:		Indicate operating systems used:	
Copies (1 or 2):		Indicate backup command/software used:	
Product(s) Name:		Indicate software compression used:	
Product Version:		Indicate whether encryption/password protection was used:	
		What computer language was the source written:	
		Approximate size of the data on the media: (MB/GB)	

TYPE OF DEPOSIT (REQUIRED): *Please Check Only One Box

☒ Initial Deposit ☐ Update Deposit ☐ Replacement Deposit

IF THIS IS A REPLACEMENT DEPOSIT, PLEASE INDICATE WHETHER WE SHOULD RETURN OR DESTROY THE PREVIOUS DEPOSIT(S):

☐ **Return OR** ☐ **Destroy (Checking this box authorizes InnovaSafe to Destroy the previous deposit(s)).** If this deposit is to be returned or destroyed, please indicate in the space below the name and version of the previous deposit(s) you would like to replace. If you would like to replace all previous deposits select "All":

☐ All or Specific Deposits (list here): _____

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EXHIBIT B
BENEFICIARY ENROLLMENT FORM
INNOVASAFE ACCOUNT # 2738

This form can be completed online. Go to http://www.InnovaSafe.com/ExhibitB.html

The undersigned Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above-referenced Software Source Code Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Sustain Technologies, Inc. as Depositor, on this _____ day of _____, 20 _____ (the "Agreement").

BENEFICIARY INFORMATION:

*This contact person will receive ALL deposit and update deposit notifications.

☐ Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Designated Representative:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (Required): _____

DEPOSITOR INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:

See Ex. "C" Schedule of Fees	Party responsible for: Annual Deposit fee:	☐ Depositor ☐ Beneficiary	Party responsible for: Annual Beneficiary fee:	☐ Depositor ☐ Beneficiary

Invoicing Contact (Required):

Depositor:	Beneficiary:
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone
Fax:	Fax:
eMail:	eMail:
PO#:	PO#:
Please return this form to:	InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

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EXHIBIT BNS
BENEFICIARY ENROLLMENT FORM
INNOVASAFE ACCOUNT # 2738

Pursuant to this Software Escrow Agreement, Depositor hereby enrolls the following as a Beneficiary.

BENEFICIARY INFORMATION:

*This contact person will receive the Beneficiary enrollment notification.

☐ Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:

DEPOSITOR INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (Required): _____

Date: _____

See Ex. "C" Schedule of Fees	Party responsible for: Annual Deposit fee:	☐ Depositor ☐ Beneficiary	Party responsible for: Annual Beneficiary fee:	☐ Depositor ☐ Beneficiary

Invoicing Contact (Required):

Depositor:	**Beneficiary:**
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone
Fax:	Fax:
eMail:	eMail:
PO#:	PO#:
Please return this form to:	InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

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EXHIBIT C

SCHEDULE OF FEES

INNOVASAFE ACCOUNT #2738

Set Up Fee	**No Fee**	
Traditional Escrow Annual Deposit Fee*		
▪ 1st Product	$675	
▪ Additional Products – per product	$350	
▪ Included Benefits and Services		
o 4 Free Updates/Replacements o Physical or Electronic Deposits o Deposit Notification – all parties		
Annual Beneficiary Fee	$200	
Dynamic Escrow Option		
▪ Annual Fee – Per Vault	$995	☐ Yes ☒ No
▪ Basic Report	No Fee	☐ Yes ☒ No
▪ Detailed Report	$95 per report	☐ Yes ☒ No
Optional Benefits and Services (annual fee)		
▪ Unlimited Updates	$200	☐ Yes ☒ No
▪ Dual Vaulting	$200	☐ Yes ☒ No
▪ Account Status Reports - Quarterly	$200	☐ Yes ☒ No
▪ Deposit Tracking - Quarterly	$200	☐ Yes ☒ No
▪ SafeAccess (24/7) Online Deposit History Only	$200	☐ Yes ☒ No
▪ FullAccess (24/7) Online Comprehensive	$200	☐ Yes ☒ No
▪ L1 Deposit Verification – Limited Only	$200	☐ Yes ☒ No
Additional Optional Services		
▪ L2 Verification – File Analysis – per check	Quote Only	
▪ L3 Verification – Comprehensive – per check	Quote Only	
Release Request Fee – per request	$200	

**One product deposit and one beneficiary fee will always be invoiced*

All Fees Are Payable in US Dollars unless otherwise agreed to in writing

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EXHIBIT D

BENEFICIARY ACKNOWLEDGEMENT FORM

INNOVASAFE ACCOUNT # 2738

The undersigned Designated Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above referenced intellectual property Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Sustain Technologies, Inc. as Depositor, on this _____ day of _____, 20_____ (the "Agreement"). Beneficiary further agrees to pay InnovaSafe a release request fee of $_____ per request for release of the Deposit Material listed on the Ex Bits due immediately at the same time that the release condition notice is submitted to InnovaSafe pursuant to Paragraph 4.3 Release Procedures.

BENEFICIARY INFORMATION:

☐ Check here if there is an alternate contact person and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (Required): _____

PLEASE RETURN THIS FORM COMPLETED AND SIGNED TO:

BY FIRST CLASS MAIL:

INNOVASAFE, INC.
PO BOX 800256
VALENCIA, CA 91380-0256 USA

BY COMMERCIAL COURIER

INNOVASAFE, INC.
28502 CONSTELLATION ROAD
VALENCIA, CA 91355

BY FACSIMILE:

1-661-295-5515

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EXHIBIT C
MINIMUM SYSTEM REQUIREMENTS*

[See attached.]

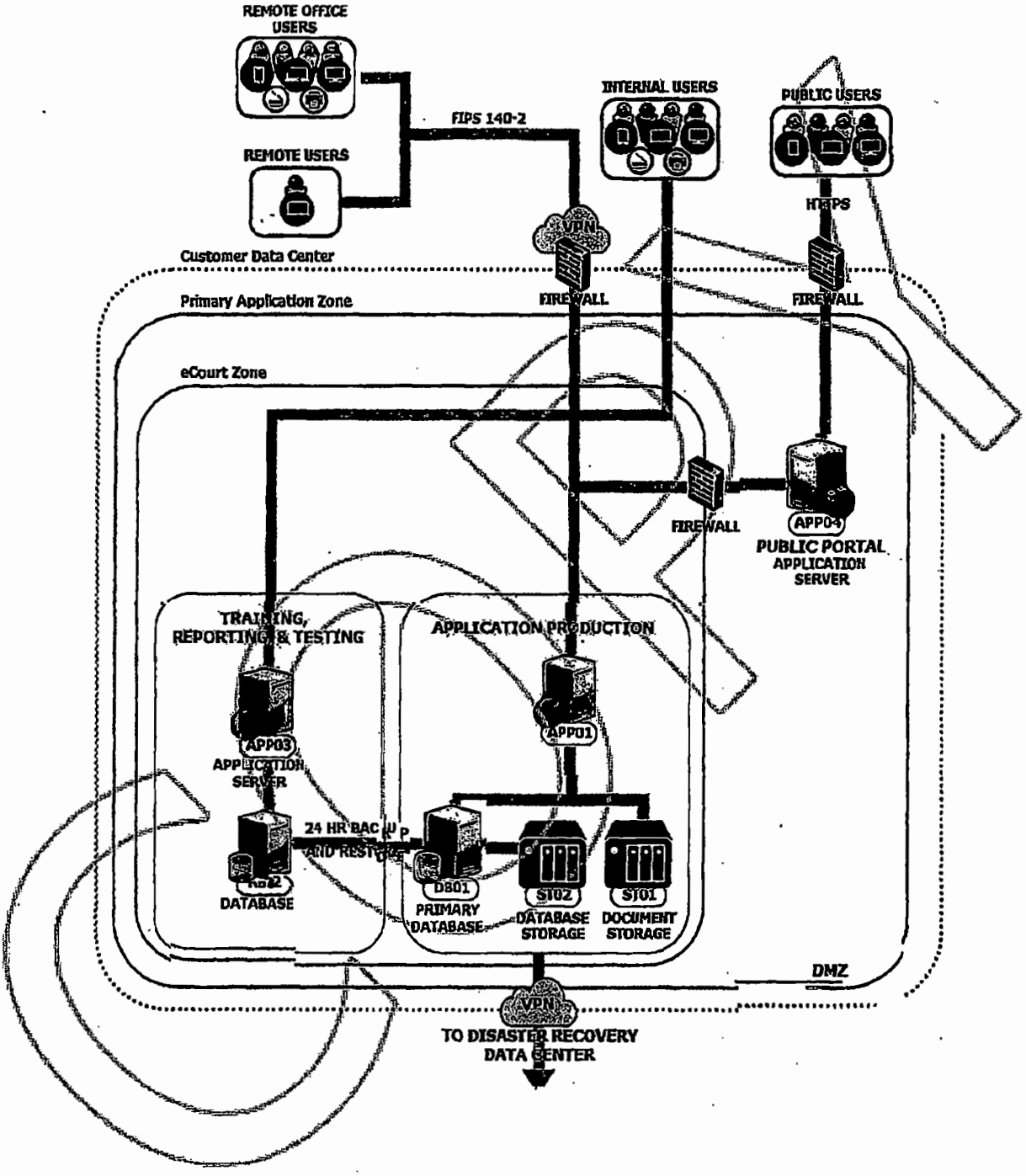
COPY

* These specifications are based on Licensor's preliminary assessment of Licensee's system and requirements based on the initial information provided by Licensee, but may be updated by Licensor if the preliminary information or assessment changes.

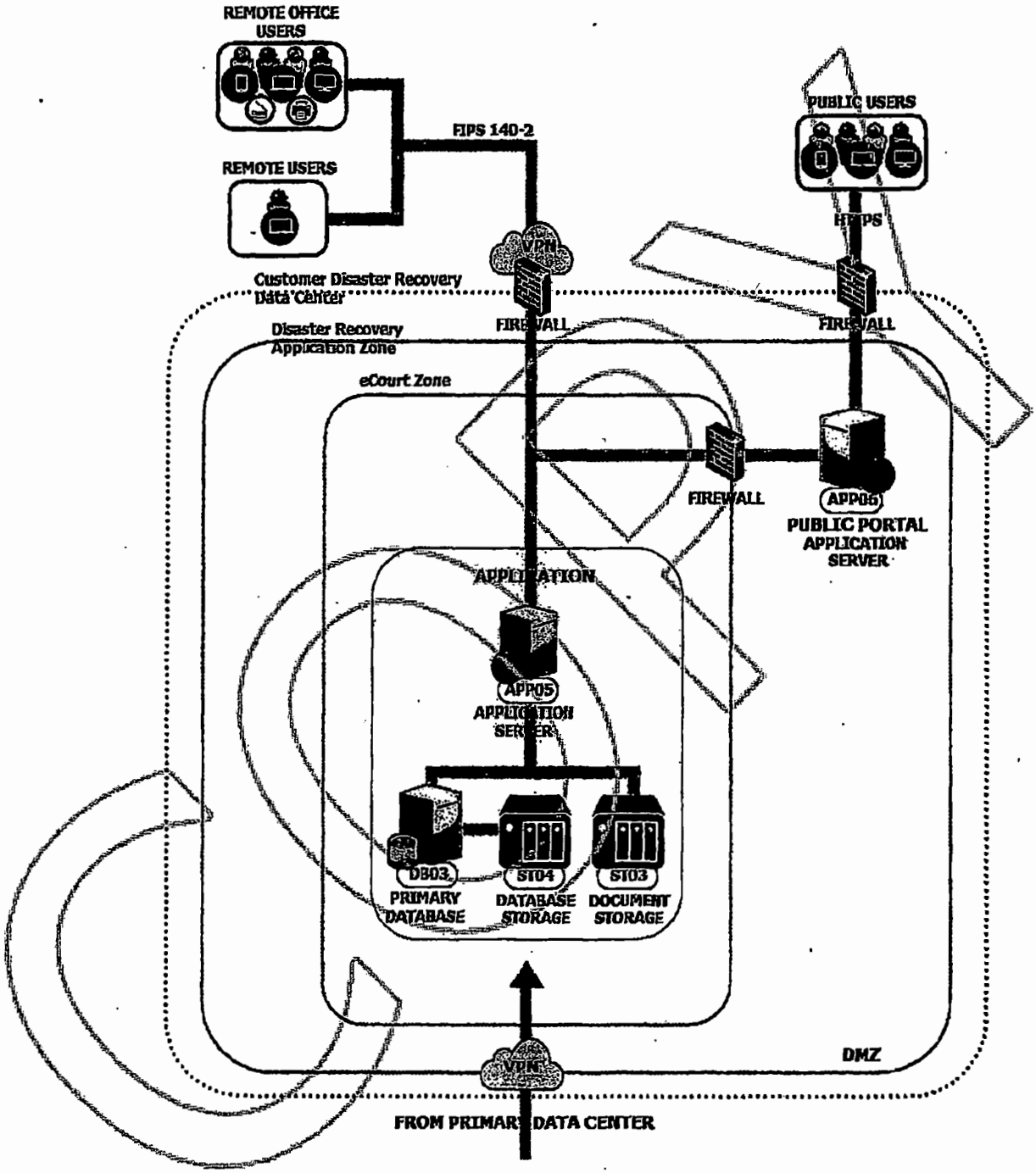
384508012

EXHIBIT C
MINIMUM SYSTEM REQUIREMENTS

Customer Hosted - eCourt (50 user)



Customer Hosted - Disaster Recovery (Off-site)



Data Centers

Hardware/Software Manifest

- *APP01 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Tomcat 8
  - Java 8
  - Terracotta
- *APP02 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Tomcat 8
  - Java 8
  - Terracotta
- APP03 - report/testing/training server (4 CPU / 16 GB RAM / 500 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Tomcat 8
  - Java 8
  - Jasper
- APP04 - portal server (2 CPU / 8 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Apache or Nginx
- APP05 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Tomcat 8
  - Java 8
- APP06 - portal server (2 CPU / 8 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Apache or Nginx
- DB01 - db server (8 CPU / 64 GB RAM / 100 GB HDD / 1Gb NET)
  - MS Windows Server 2016
  - MS SQL Server 2016 Enterprise edition
- DB02 - db server (8 CPU / 64 GB RAM / 100 GB HDD / 1Gb NET)
  - MS Windows Server 2016
  - MS SQL Server 2016 Enterprise edition
- ST01 - Document/app server storage device with
  - 1 TB for Documents
  - 500 GB for app server data
  - 100 GB for config mgmt data
  - 500 GB for report server data
- ST02 - Database storage device with
  - 1 TB for DB
- ST03 - Document/app server storage device with
  - 1 TB for Documents
  - 500 GB for app server data
  - 100 GB for config mgmt data
  - 500 GB for report server data

- ST04 - Database storage device with
  - 1 TB for DB
- Firewalls and VPN devices as required

*Additional application and database servers may be added to scale up the solution.

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Workstation Hardware Configuration

Component	Minimum Specification
Processor	1 @ 2.0 Ghz or faster
Hardware	Any
Memory	4 GB minimum
Monitor Size	Minimum resolution: 1600x1200
Video Card	Standard
Disc space	100 GB minimum
Network interface	Ethernet NIC
Operating system/version	Windows 7 or 8/8/1
Other required software and versions	Browser of your choice. Supported browsers IE 10+, Firefox, Chrome. Java Runtime Environment 7 for printing.
Third-party 'applications and versions, what they are used for	MS Word, Adobe (This is for viewing and generating documents in Word and PDF format).

Bar Code Technology

JTI products have the ability to automate and streamline document tagging and identification by using bar code identifiers. JTI programs work with most bar code readers and scanners to provide bar coded, work flow solutions.

Typical bar code uses include:

* Matching payment documents to cases
* Quickly pulling up case documents
* Automated scanning by interleaving documents

COPY

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
12th day of January, 2018
By _____ Deputy

DOUGLAS COUNTY, NV
This is a no fee document
NO FEE
DC/COURT CLERK

2021-964171
03/24/2021 02:19 PM
Pgs=11

0013122720210964171010115

KAREN ELLISON, RECORDER

Recorder's Office Cover Sheet

Recording Requested By:

Name: BOBBIE WILLIAMS

Department: JUDICIAL SERVICES

Type of Document: (please select one)

- ☐ Agreement
- ☐ Contract
- ☐ Grant
- ☐ Change Order
- ☐ Easement
- ☒ Other **specify:** STATEMENT OF WORK/EXH B

COPY

FILED
NO. 2021-041
3-23-21
DATE
DOUGLAS COUNTY CLERK
MINDEN, NV
BY DEPUTY

Exhibit B
Statement of Work
(Project Workplan)

Douglas County Justice Courts

and

Journal Technologies, Inc.

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JTI Project Phases and Plan

eCourt is installed as a functional configuration of Folder Views, Add and Update forms, selected workflows, and Searches. Journal Technologies ("JTI" or "We") will work with designated Client project managers, business analysts, subject matter experts, and IT staff to configure eSeries. The availability of the Client personnel will be a critical factor in timely meeting the project goals herein.

JTI's implementation strategy assumes that the Douglas County Justice Courts ("Client" or "You") will use a combination of the Journal Technologies Baseline ("JTB") and Douglas County District Court ("DCDC") eCourt configurations as its baseline, except as noted, with minimal changes. We are not trying to recreate JustWare or CourtView and many things work differently in eCourt, namely: Financials, Scanning, Document Storage and Filing Cabinet, Task and Work Queues, Data Partitioning and Security, and Email Tracking. With these different concepts in eCourt, business rules and automation, security, partitioning, tasks, possibly reports and other items from JustWare and CourtView will not transfer over and will work differently in eCourt, however, eCourt will achieve the equivalent of what was achieved in the District Court implementation.

We are sensitive to being able to complete your project in a timely manner. We are not proposing a custom build. Here we are providing a quote based on you adopting and using JTI's baseline as described herein.

JTI's assumptions are:

- The JTB configuration contains the baseline configuration needed for the Justice Courts.
- All case types and structure configuration from the JTB and DCDC will be reused. JTI will perform the following configuration modifications:
    a) Update the layout of existing fields on specific add/update forms as needed for the Douglas County Justice Courts but expect to use the same case structure and forms overall. Justice Courts have different case types, Traffic, Small Claims and Evictions for example. These case types will be accommodated to remain compliant with State Reporting and USJR.
    b) Change location-specific configurations, which includes updates to searches, conditions, validations, etc.
    c) Configure Client specific Statutes, Violations, and/or Infractions
    d) Configure financials to meet the local rules and jurisdictions requirements.
    e) Train the Client project teams on the existing workflow processes in the configuration and configure up to 20 additional workflow specific to each Justice Court, for a total of 40 additional workflows. Workflows that are modified from the District Court configuration are not considered "additional" workflows. Douglas County may then be provided training to configure additional workflows.
    f) Existing reports and searches in DCDC will be reused with updates to headers only. JTI will configure up to 5 additional reports for each Justice Court, for a total of 10 reports, 10 searches for each Justice Court, for a total of 20 searches, and provide training for the Court to write any additional needed.

- Core eCourt functionality will be used for sentencing (i.e.: disposition widget or standard add of a sentence record).
- JustWare and CourtView Business Rules will NOT be transferred.
- JTI is responsible for end user training as this training typically occurs simultaneously with Administration and Judges because of the size of the Courts, however, due to configuration, the Client will prepare and assist with documentation.
- Client specific automation, notifications, or configuration will be handled through the Change Control Process and an additional statement of work may be necessary.
- All Workflow and Screens will be the same for both East Fork and Tahoe courts, with the exception that both Justice Courts have different workflows because each Court operates differently. East Fork Justice Court has the Misdemeanor Treatment Court and Mediation whereas, the Tahoe Justice Court does not, at this time. So these differences will be taken into consideration with regard to workflows.
- Screens, Lookup Lists, Directory, Financials, Security, will be configured into the existing DCDC database. The JTI configuration management tool will be used to merge this configuration into production.

a) Administrators can see all lookup lists, financials, workflow – **NO PARTITIONING IS REQUIRED OR REQUESTED IN SYSTEM ADMINISTRATION**

- USJR will need to be set up for each court, but configuration can be shared.
- For online payments Client will use Point and Pay. In its discretion Client may alternatively select to use ePayIt or one of the Payment Providers JTI already works with. JTI will not require Client to change their current provider from Point and Pay.
- Configuration will be provided for both courts in one central location.

Project Phases and Plan

JTI and Client will work together under these general phases to implement the system.

A. Project Planning and Initiation

During this phase, the project schedule will be solidified, JTI/Client personnel (including staff that will be a part of the Client Help Desk) will be assigned tasks. For on-prem installations, the Client IT department will setup necessary instances of the system for purposes of Configuration, Conversion, Testing and Production etc. Initiating and other documents and tools will be provided, and the foundation for communication and requirements gathering will be established. For the avoidance of doubt, the project schedule shall be tolled during, and the anticipated Go Live dates for each case type set forth in the Project Work Plan shall be equitably extended for, any period following the initial project kick-off meeting during which either party's performance of its obligations under the Agreement or the Project Work Plan is prevented from or restricted or delayed in being performed as a result of the COVID-19 pandemic.

B. Case Structure

The purpose of this phase is to ensure that the Client can capture all of the case data required in the system.

- JTI will install the system and demonstrate the system to the Client.

- Client and JTI will identify the adequate number of sample cases to enter in the system to identify missing data elements.
- Client will enter the cases in the system, identify missing data elements, and report back in a requirements document.
- JTI will update the system to capture the missing elements per the requirements document.
- Client will verify and report any instances where the system does not meet the requirements specified in the requirements document within 20 workdays. If no issues are reported within 20 days, then the system configuration will be deemed to be accepted.
- JTI will fix all issues reported and the Client will test again. The 20 day timer will reset on the delivery of each iteration from JTI to Client.

C. Financial Structure (if applicable)

In this phase, the Client's fines and fees are set-up to distribute according to statute, and for the Client to test to verify that all fines and fees are distributing correctly.

- Statute Table
  - JTI will train Client personnel on statute management.
  - JTI will provide statute table spreadsheet to Client personnel.
  - Client will complete statute table spreadsheet.
  - JTI review statute table spreadsheet with Client, and Client will update as needed.
  - JTI will replace the baseline system statutes with the Client's statutes.
  - Client will thereafter maintain its statute table.

- Financials
  - JTI will discuss fines and fees distribution configuration and the disposition widget with Client to obtain an understanding of the requirements.
  - Client will provide chart of accounts and written breakdown of assessments.
  - JTI will document the proposed configuration of financials and receive approval from the Client before configuration.
  - JTI will load statutes, chart of accounts, and distributions.
  - JTI will configure assessments and update statutes based on assessments.
  - Client will test all financial configuration and report back any issues where the configuration does not match the requirements within 20 workdays. If no issues are reported within 20 days, then the system configuration will be deemed to be accepted.
  - JTI will fix all issues reported and the Client will test again. The 20 day timer will reset on the delivery of each iteration from JTI to Client.

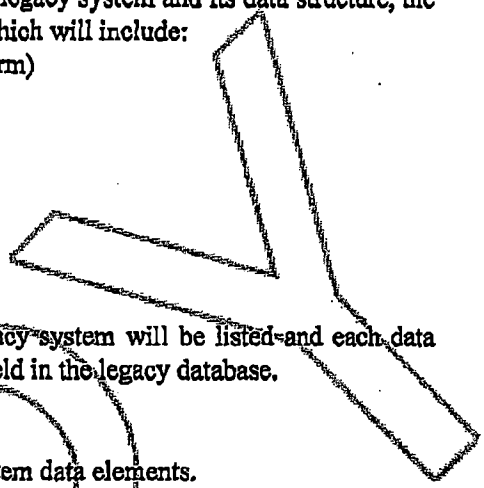
D. Data Conversion

For each database there will be a maximum of three full conversion iterations plus the Go Live iteration.

Source System Information

The Client will either extract the data from the legacy database and load the data in an interim database structure, that JTI will provide to the Client or to understand the legacy system and its data structure, the Client will provide a legacy system data description document, which will include:

- Technical environment (operating system and database platform)
- Database type (relational or hierarchical)
- Data elements
- Data formats and standards
- Data volume
- Images
- Vendor or other relevant contact information
- Data dictionaries (ER Diagrams)
- Screen/Field Mapping specification. Each screen of the legacy system will be listed and each data element on the screen will be mapped to the corresponding field in the legacy database.



Data Mapping

- Client, with JTI assistance, will map the data to the target system data elements.
- Client, with JTI assistance, will map the documents
- Client, with JTI assistance, will determine the logic for financials

Data Conversion Development

- JTI will develop data conversion logic
- JTI will convert data
- JTI will complete initial conversion testing

Data Conversion Test

- JTI and Client will identify a sample set of Cases for which data conversion will be tested. This sample set of cases will not change during the data conversion process.
- After each conversion, Client will test conversion and within 20 workdays report issues that are not in compliance with the mapping specification and requirements. If no issues are reported within 20 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the Client will test again. The 20 day timer will reset on the delivery of each iteration from JTI to Client.
- If financial conversion is performed, then the Client will verify that remaining balances on invoices are distributed correctly

D) Interfaces – Spillman, Brazos, JAVS, DMV(MCIJIS)

- For each interface, Client will provide Interface Specification Document. The document will include all information necessary to develop the interface, including:
    - File layouts, sample files to be used in testing, existing specification documents, and will assist JTI with the data element mappings between the two systems.
    - Other requirements such as filtering, throttling, queuing, transaction record retention period, and resending/republishing of messages.

- Frequency/trigger information, specification of data transport mechanism requirements, port and firewall rules, and secure networking requirements.
- Monitoring and reporting requirements, identification of exception types and processing of transactions, and bandwidth requirements based on expected transaction volumes.

- JTI will develop the interface to the requirements in the Interface Specification Document.
- Client will test the interface and report issues where the interface does match the requirements specified in the Interface Specification Document within 20 workdays. If no issues are reported within 20 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the client will test again. The 20 day timer will reset on the delivery of each iteration from JTI to Client.
- There will be a maximum of 3 iterations of testing

E) Document Templates

- Client will provide list of document templates, including samples and specifications.
- Client and JTI will configure the document templates.
- Client will test configuration meets the requirements and report issues where the configuration does not meet the requirements within 20 workdays. If no issues are reported within 20 days, then the system configuration will be deemed to be accepted. All testing will be completed prior to Go Live.
- Client and JTI will fix any issues and the Client will test again. The 20 day timer will reset on the delivery of each iteration from JTI to Client.
- There will be a maximum of 3 iterations for testing.

F) Workflow Processes

- Client will document configuration requirements with JTI's assistance.
- JTI and Client will identify changes and will finalize the new workflows.
- JTI will configure the new workflows in the system.
- Client will test if the configuration meets the requirements and report issues where the configuration does not meet the requirements within 20 workdays. If no issues are reported within 20 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the Client will test again. The 20 day timer will reset on the delivery of each iteration from JTI to Client.
- There will be a maximum of 3 iterations for testing.

G) Searches and Reports

- Client will provide a list of searches and reports, including samples, specifications and distributions.
- JTI and Client will determine the searches and reports needed in the future system.
- Client will document the search/report requirements with JTI's assistance.
- Client and JTI will configure the searches and reports.

- Client will test configured search/reports within 20 workdays and report any issues. If no issues are reported within 20 days, then the system configuration will be deemed to be accepted.
- JTI will fix the issues and the Client will test again. The 20 day timer will reset on the delivery of each iteration from JTI to Client.
- There will be a maximum of 3 iterations for testing.

H) Public Portal

- JTI will demonstrate the functionality to the Client's IT staff and Administration for evaluation.
- Client will provide JTI a set of written use cases that they want the Portal to support.
- JTI and Client will determine the use cases to be implemented in the portal.
- JTI will implement the necessary Portal configuration to support the use cases.
- Once JTI completes the initial configuration, Client will begin acceptance testing against the functionality defined in the use cases.
- Client will report issues where the configuration does not match the specification within 20 workdays to JTI and the appropriate configuration changes will be made. If no issues are reported within20 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the client will test again. The 20 day timer will reset on the delivery of each iteration from JTI to Client.
- There will be a maximum of 3 iterations for testing.

I) Full system testing

- Client and JTI will develop a testing plan.
- Client will conduct full system testing per the testing plan report issues where the configuration does not match the specification within 20 workdays to JTI and appropriate configuration changes will be made. If no issues are reported within 20 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the client will test again. The 20 day timer will reset on the delivery of each iteration from JTI to Client.
- There will be a maximum of 3 iterations for testing.

J) Cutover Plan, Implementation Training and Deployment

- Client and JTI will determine the deployment plan and schedule.
- Client, with JTI's assistance, will develop a training plan.
- JTI will assist Client with end user training. Training may be recorded for future use.
- JTI will create a deployment plan with Client's assistance.
- Go-Live for each Justice Court will not occur at the same time.
- No later than Go Live for the second of the two courts, Client will sign a formal acceptance that the system configurations fulfill its requirements and will pay fees outlined in the Professional Services Agreement and License, Maintenance and Support Agreement.

- Final conversion and deployment will bring the system live in the production environment. JTI will be on-site for Go-Live.

Project Cost and Billing

Cost

JTI will bill the Client $892,500 for the Implementation of the East Fork and Tahoe Justice Courts. For the avoidance of doubt, this amount shall be in addition to the implementation, data conversion and interface fees set forth in Exhibit A of the Professional Services Agreement (the "Agreement") at the time of its execution, June 7, 2018.

	One-Time Cost	Additional Annual License and Maintenance Fees
	(in thousands)	
eCourt		
Professional services, including expenses		
Implementation services	$ 640	
Data Conversion	$ 200	
Interfaces		
Spillman	$ 30	
Brazos	7.5	
JAVS	7.5	
DMV (MCIJIS)	7.5	
Additional licenses, maintenance, upgrades and support (Douglas County District Court purchased up to 77 users previously)		$ 0
	892.5	$ 0

Billing

$140,000 of the total one-time fee (which amount comprises $40,000 in implementation services related to the project planning stage, plus one-half (1/2) of the overall data conversion fees) will be billed when JTI finalizes and the Client approves of the Project Work Plan. The remaining $752,500 will be billed upon Go-Live of the second of the two courts to Go Live and shall be paid in accordance with the terms and conditions of the Agreement.

Incorporation into Professional Services Agreement

Pursuant to Section 2.3.2 (Incorporation of Statement of Work) of the Agreement, this Statement of Work is incorporated, as Exhibit B, into the Agreement and subject to the non-conflicting provisions of the Agreement.

[Signature page follows]

COPY

Signatures

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

3/18/21

John Engels
Chairman
Board of County Commissioners
P.O. Box 218
Minden, Nevada 89423

Date

3/22/2021

Danny Hemnani, Director of Implementations
Journal Technologies, Inc.

Date

COPY

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

24th day of March, 2021

By _____ Deputy

PURCHASE ORDER REQUISITION FORM

CHANGE ORDER: ☐ YES ■ NO **ORIGINAL PO#:** _____

ORIGINAL AMOUNT: _____ **CHANGE ORDER %:** _____ **NEW AMOUNT:** _____

County Manager Signature(Required): _____

PERSON REQUESTING PO: Delores Goelz DATE REQUESTED: 6/29/2026

REQUESTING DEPARTMENT: Judicial Services

VENDOR NAME: Journal Technologies Inc. VENDOR NUMBER: 30994

REMIT ADDRESS: STREET 915 E. 1st Street CITY Los Angeles ST CA ZIP 90012

QUANTITY: 1 DOLLAR AMOUNT: $116,293.00 PROJECT #: _____

G/L ACCOUNT(S): 101-365 533.806 AMOUNT: 116,293.00

G/L ACCOUNT(S): _____ AMOUNT: _____

G/L ACCOUNT(S): _____ AMOUNT: _____

G/L ACCOUNT(S): _____ AMOUNT: _____

Description of Items Purchased and Compliance with Purchasing Policy:

FY26-27 budgeted expense for the eCourt Case Management System licensing, maintenance and support for District Court, Eas Fork Justice Court and Tahoe Justice Court

CONTRACT ATTACHED: ◉ YES ○ NO

Authorized Department Signature (Required): Rebecca Edwards

☐ UNDER $10,000: DEPARTMENT HEAD SIGNATURE REQUIRED

☐ UNDER $50,000: COUNTY MANAGER APPROVAL REQUIRED AT IRC

IRC APPROVAL DATE: _____

☑ IF OVER $50,000: BOCC APPROVAL REQUIRED AT BOCC MEETING

BOCC DATE AND AGENDA ITEM #: _____

FINANCE DEPT USE ONLY

FINANCE APPROVAL:

PO ISSUED BY: _____

PO ISSUE DATE: _____ PO NUMBER: _____

Revised 9/16/2024

AGENDA ITEM NO. H.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to authorize budget transfers totaling $3,500 between Salaries and Benefits and Services & Supplies to support unanticipated increases to services and supplies expenditures in Fiscal Year 2025-26. (Christine Vido, Human Resources Director)

RECOMMENDED MOTION:
Authorize $3,500 in budget transfers, as presented.

FINANCIAL IMPACT:
Salary savings of $3,500 (GL 101-194 510.000) resulting from a current vacancy will provide the funds necessary for a transfer of $1,750 to the travel budget (GL 101-194 520.064) and $1,750 to the Training and Education budget (GL 101-194 520.200) in the Fiscal Year 2025-26 budget.

BACKGROUND:
Due to the retirement of a long-term employee with significant institutional knowledge and recruitment responsibilities, it was necessary to implement a department-wide cross-training initiative during Fiscal Year 2025-26 to ensure continuity of recruitment operations and maintain service levels. As a part of this effort, multiple staff members attended specialized training to develop the knowledge and skills necessary to assume recruitment-related duties and provide operational coverage. These unanticipated training and travel expenses exceeded the department's Fiscal Year 2025-26 travel and training budget allocation. The requested budget transfer will provide sufficient funding to cover these costs.

ATTACHMENTS:
BudgetTransferRequestForm_HR.pdf

Douglas County Finance Department

Budget Transfer Request Form

Request Date 6/17/2026 **Requested By** K Kaiser

Fiscal Year 2025/26 **Fund/Dept** 101-194

	Account Name	GL Account # xxx-xxx xxx.xxx format	Project*	Revenue Increase	Revenue Decrease	Expenditure Increase	Expenditure Decrease
1	Salaries & Wages	101-194 510.000					3,500
2	Travel	101-194 520.064				1,750	
3	Training & Education	101-194 520.200				1,750	
4	#N/A						
5	#N/A						
6	#N/A						
7	#N/A						
8	#N/A						
9	#N/A						
10	#N/A						
11	#N/A						
12	#N/A						
			Totals	-	-	3,500	3,500
			Net Change	-		-	

Purpose To reallocate salary and wage savings to support unanticipated increases to services and supplies expenditures for 2025/26

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

Department Head Name **Christine Vido** **Signature** Christine Vido

Finance Use Only

Douglas County	***IRC Approval***		***BOCC Approval***	
	Agenda #	***Meeting Date***	***Agenda #***	***Meeting Date***
From Salaries/Benefits Expense category (salary savings)				
Modifying a Capital Projects budget				
Within the same Expense Category, Department and Fund <=$50,000	*Not required*	*Not required*	*Not required*	*Not required*
Within the same Expense Category, Department and Fund >$50,000			*Not required*	*Not required*
Between Divisions of a Department (same Fund)			*Not required*	*Not required*
Between Expense Categories of a Division			*Not required*	*Not required*
Between funds (follow augment requirements)				
From contingency or reserves (follow augment requirements)				
	Town Board Approval		***BOCC Approval***	
Towns of Minden, Gardnerville, Genoa			*Not required*	*Not required*

Note: Transfers are not reported to NV Dept of Taxation

JE# _____ **Date** _____ **By** _____

Updated 9/1/21

Budget Performance Report

Fiscal Year to Date 06/15/26
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **101 - General Fund**										
EXPENSE										
Department **194 - Human Resources**										
Salaries & Wages										
510.000	Salaries & Wages	379,786.00	.00	379,786.00	9,988.11	.00	266,564.15	113,221.85	70	285,246.43
510.135	Salary - On-Call	17,859.00	.00	17,859.00	.00	.00	.00	17,859.00	0	.00
511.167	Vacation Payout	.00	.00	.00	.00	.00	14,463.42	(14,463.42)	+++	2.60
511.170	Overtime	1,253.00	.00	1,253.00	.00	.00	1,015.74	237.26	81	868.93
511.171	Holidays	.00	.00	.00	1,093.40	.00	14,058.79	(14,058.79)	+++	14,456.61
511.173	Vacation	.00	.00	.00	42.67	.00	14,538.83	(14,538.83)	+++	25,983.93
511.174	Sick	.00	.00	.00	.00	.00	10,147.05	(10,147.05)	+++	5,781.51
511.178	Sick Leave Payoff	.00	.00	.00	.00	.00	16,960.26	(16,960.26)	+++	.00
511.999	Salaries-Offset	(15,611.00)	.00	(15,611.00)	.00	.00	.00	(15,611.00)	0	.00
Salaries & Wages Totals		$383,287.00	$0.00	$383,287.00	$11,124.18	$0.00	$337,748.24	$45,538.76	88%	$332,340.01
							$358,526.66		94%	
							$20,778.42	**Est. Savings**		
Employee Benefits										
511.181	Retirement	139,574.00	.00	139,574.00	4,018.20	.00	108,762.30	30,811.70	78	103,088.71
511.182	Workers Comp	5,484.00	.00	5,484.00	211.89	.00	5,542.35	(58.35)	101	5,659.30
511.183	Group Insurance	53,109.00	.00	53,109.00	1,858.30	.00	38,981.14	14,127.86	73	43,505.51
511.184	Unemployment	1,905.00	.00	1,905.00	55.95	.00	1,694.89	210.11	89	1,668.32
511.186	Medicare	5,521.00	.00	5,521.00	147.20	.00	4,590.40	930.60	83	4,470.32
511.189	Cell Phone Stipend	663.00	.00	663.00	39.00	.00	429.00	234.00	65	791.25
512.999	Benefits-Offset	(9,192.00)	.00	(9,192.00)	.00	.00	.00	(9,192.00)	0	.00
Employee Benefits Totals		$197,064.00	$0.00	$197,064.00	$6,330.54	$0.00	$160,000.08	$37,063.92	81%	$159,183.41
							$184,333.67		94%	
							$24,333.59	**Est. Savings**		
Services & Supplies										
520.053	Negotiation Expense	100.00	.00	100.00	.00	.00	.00	100.00	0	88.52
520.064	Travel	1,800.00	.00	1,800.00	.00	.00	3,666.38	(1,866.38)	204	999.32
520.078	Printing & Binding	1,397.00	.00	1,397.00	.00	.00	1,638.37	(241.37)	117	2,094.86
520.136	Rents & Leases Equipment	1,480.00	.00	1,480.00	.00	.00	1,555.03	(75.03)	105	1,682.06
520.170	Memberships	538.00	.00	538.00	.00	.00	175.00	363.00	33	1,250.00
520.200	Training & Education	.00	2,445.00	2,445.00	.00	.00	3,738.58	(1,293.58)	153	.00
520.426	Host Meeting Expense	.00	.00	.00	.00	.00	30.73	(30.73)	+++	.00
521.100	Professional Services	45,000.00	.00	45,000.00	.00	.00	44,834.17	165.83	100	44,525.88
521.140	Physicals/Preventative Medical	.00	.00	.00	.00	.00	.00	.00	+++	120,256.00
532.040	Employee Awards	500.00	.00	500.00	.00	.00	484.90	15.10	97	369.89
532.043	I.D. Pictures	822.00	.00	822.00	.00	.00	1,020.28	(198.28)	124	1,512.60
533.800	Office Supplies	2,283.00	.00	2,283.00	.00	.00	780.90	1,502.10	34	2,554.29
533.802	Small Equipment	162.00	.00	162.00	.00	.00	63.02	98.98	39	264.72
533.806	Software	50,000.00	.00	50,000.00	.00	.00	50,300.00	(300.00)	101	49,074.42
533.999	Serv/Supplies Offset	.00	.00	.00	.00	.00	.00	.00	+++	(2,154.00)
Services & Supplies Totals		$104,082.00	$2,445.00	$106,527.00	$0.00	$0.00	$108,287.36	($1,760.36)	102%	$222,518.56
Department **194 - Human Resources** Totals		$684,433.00	$2,445.00	$686,878.00	$17,454.72	$0.00	$606,035.68	$80,842.32	88%	$714,041.98
EXPENSE TOTALS		$684,433.00	$2,445.00	$686,878.00	$17,454.72	$0.00	$606,035.68	$80,842.32	88%	$714,041.98

AGENDA ITEM NO. I.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to authorize budget transfers totaling $75,000 from capital projects and salary savings to fund the purchase of new personal computers for the Library. (Kathy Kaiser, Comptroller)

RECOMMENDED MOTION:
Authorize budget transfers totaling $75,000 from capital projects and salary savings to fund the purchase of the new personal computers for the Library.

FINANCIAL IMPACT:
The budget transfer will reclass funds budgeted in Capital Projects to Small Projects for the purchase of new computers (Project 25Z12) totaling $43,573. The remaining funds will come from salary savings in the amount of $31,427.

BACKGROUND:
Technology Services recently assumed responsibility for supporting the Douglas County Library's IT operations and identified aging, out-of-warranty computers that need replacement. The Board of County Commissioners approved this project/purchase on June 18, 2026. This transfer will ensure that funds are allocated to the appropriate budget line item for the purchase of the computers.

ATTACHMENTS:
Budget Transfer Request - Douglas County Library.pdf

Douglas County Finance Department

Budget Transfer Request Form

Request Date 6/24/2026 **Requested By** Veronica Hallam

Fiscal Year 25-26 **Fund/Dept** 224-804

	Account Name	GL Account # xxx-xxx xxx.xxx format	Project*	Revenue Increase	Revenue Decrease	Expenditure Increase	Expenditure Decrease
1	New Library Computers	224-804 562.000	25Z12				13,985
2	Small Projects	224-804 533.817				13,985	
3	Library Shelving	224-804 562.000	22B03				29,588
4	Small Projects	224-804 533.817				29,588	
5	Salary and Benefits	224-804 510.000					31,427
6	Small Projects	224-804 533.817				31,427	
7	#N/A						
8	#N/A						
9	#N/A						
10	#N/A						
11	#N/A						
12	#N/A						
			Totals	-	-	75,000	75,000
			Net Change	-		-	

Purpose To fund the rest of the library's computer purchase. Close Project 25Z12 moving the remaining funds of $13,985 into Small Projects. Close Project 22B03 moving the remaining funds of $29,588 into Small Projects. Transfer $31,427 from Salary & Benefits to Small Projects.

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

Department Head Name Timothy DeGhelder **Signature** Timothy DeGhelder

Finance Use Only

Douglas County	***IRC Approval***		***BOCC Approval***	
	Agenda #	***Meeting Date***	***Agenda #***	***Meeting Date***
From Salaries/Benefits Expense category (salary savings)				
Modifying a Capital Projects budget				
Within the same Expense Category, Department and Fund <=$50,000	*Not required*	*Not required*	*Not required*	*Not required*
Within the same Expense Category, Department and Fund >$50,000			*Not required*	*Not required*
Between Divisions of a Department (same Fund)			*Not required*	*Not required*
Between Expense Categories of a Division			*Not required*	*Not required*
Between funds (follow augment requirements)				
From contingency or reserves (follow augment requirements)				
	Town Board Approval		***BOCC Approval***	
Towns of Minden, Gardnerville, Genoa			*Not required*	*Not required*

Note: Transfers are not reported to NV Dept of Taxation

JE# _____ **Date** _____ **By** _____

Updated 9/1/21

Budget Performance Report

Fiscal Year to Date 06/26/26

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **224 - Library**										
REVENUE										
Department **000 - Revenue**										
Intergovernmental Revenue										
331.500	Grant Revenue - Federal	-	5,000.00	5,000.00	-	-	8,994.00	(3,994.00)	180	-
331.510	Grant Revenue - State	-	7,894.00	7,894.00	-	-	7,894.00	-	100	18,260.00
360.770	Reimbursement-Governmental	-	-	-	2,000.00	-	2,000.00	(2,000.00)	+++	2,000.00
Intergovernmental Revenue Totals		-	12,894.00	12,894.00	2,000.00	-	18,888.00	(5,994.00)	146%	20,260.00
Miscellaneous Revenue										
360.901	Reimbursements	-	-	-	227.15	-	4,478.63	(4,478.63)	+++	3,932.06
361.205	Investment-FMV Adjust	-	-	-	-	-	-	-	+++	14,952.54
361.211	Invest. Earnings-LGIP	7,108.00	-	7,108.00	-	-	11,876.49	(4,768.49)	167	9,754.39
361.212	Invest. Earnings-BNY Mellon	21,325.00	-	21,325.00	-	-	23,970.55	(2,645.55)	112	19,453.79
361.250	Inv Service Fees (Contra)	(659.00)	-	(659.00)	-	-	(521.48)	(137.52)	79	(482.09)
Miscellaneous Revenue Totals		27,774.00	-	27,774.00	227.15	-	39,804.19	(12,030.19)	143%	47,610.69
Other Financing Sources										
392.000	Transfers In	1,597,620.00	-	1,597,620.00	-	-	1,284,593.10	313,026.90	80	1,619,353.60
392.050	Transfers In-General Fund	565,338.00	-	565,338.00	-	-	565,338.00	-	100	576,838.00
Other Financing Sources Totals		2,162,958.00	-	2,162,958.00	-	-	1,849,931.10	313,026.90	86%	2,196,191.60
Beg.Fund Bal./Reserves										
301.000	Opening Fund Balance (Unassigned)	999,403.00	229,167.00	1,228,570.00	-	-	-	1,228,570.00	0	-
301.050	Opening Fund Balance - Prior Year Contingency	34,377.00	-	34,377.00	-	-	-	34,377.00	0	-
Beg.Fund Bal./Reserves Totals		1,033,780.00	229,167.00	1,262,947.00	-	-	-	1,262,947.00	0%	-
Department **000 - Revenue** Totals		3,224,512.00	242,061.00	3,466,573.00	2,227.15	-	1,908,623.29	1,557,949.71	55%	2,264,062.29
REVENUE TOTALS		3,224,512.00	242,061.00	3,466,573.00	2,227.15	-	1,908,623.29	1,557,949.71	55%	2,264,062.29
EXPENSE										
Department **804 - Library**										
Salaries & Wages										
510.000	Salaries & Wages	1,135,046.00	-	1,135,046.00	58,624.32	-	826,743.01	308,302.99	73	873,522.68
511.167	Vacation Payout	-	-	-	-	-	8,432.27	(8,432.27)	+++	10,295.59
511.169	Comp Payout	-	-	-	-	-	4,169.38	(4,169.38)	+++	415.15
511.170	Overtime	820.00	-	820.00	28.14	-	84.44	735.56	10	492.10
511.171	Holidays	-	-	-	6,886.16	-	44,539.78	(44,539.78)	+++	45,304.02
511.172	Comp Paid	-	-	-	354.18	-	8,072.66	(8,072.66)	+++	9,230.67
511.173	Vacation	-	-	-	3,817.48	-	53,230.21	(53,230.21)	+++	75,267.60
511.174	Sick	-	-	-	3,727.16	-	49,158.95	(49,158.95)	+++	50,349.92

Budget Performance Report

Fiscal Year to Date 06/26/26

Exclude Rollup Account

511.178	Sick Leave Payoff	-	-	-	-	-	-	-	+++	35,712.00
Salaries & Wages Totals		1,135,866.00	-	1,135,866.00	73,437.44	-	994,430.70	141,435.30	88%	1,100,589.73
							1,105,651.96		97%	
							111,221.26	**Estimated Savings**		
Employee Benefits										
511.181	Retirement	392,565.00	-	392,565.00	25,199.19	-	341,974.97	50,590.03	87	337,745.90
511.182	Workers Comp	21,818.00	-	21,818.00	1,430.02	-	19,291.16	2,526.84	88	20,293.23
511.183	Group Insurance	146,870.00	-	146,870.00	10,619.04	-	132,307.03	14,562.97	90	136,227.93
511.184	Unemployment	5,645.00	-	5,645.00	367.60	-	4,987.76	657.24	88	5,484.12
511.186	Medicare	16,558.00	-	16,558.00	1,025.49	-	14,020.48	2,537.52	85	15,536.33
511.189	Cell Phone Stipend	2,040.00	-	2,040.00	85.00	-	1,785.00	255.00	88	2,040.00
511.195	Social Security	811.00	-	811.00	-	-	-	811.00	0	-
511.201	PEBS-Ret.Medical	6,708.00	-	6,708.00	559.00	-	6,708.00	-	100	6,708.00
Employee Benefits Totals		593,015.00	-	593,015.00	39,285.34	-	521,074.40	71,940.60	88%	524,035.51
Services & Supplies										
520.029	Program Underwriting	3,924.00	(2,500.00)	1,424.00	-	-	-	1,424.00	0	-
520.060	Postage/Po Box Rent	2,285.00	-	2,285.00	-	-	3,480.89	(1,195.89)	152	3,741.28
520.064	Travel	1,000.00	-	1,000.00	73.95	-	4,574.42	(3,574.42)	457	94.22
520.072	Advertising	334.00	-	334.00	-	-	324.00	10.00	97	-
520.078	Printing & Binding	1,186.00	-	1,186.00	-	-	(70.51)	1,256.51	-6	597.24
520.085	Telephone/Communications	29,932.00	-	29,932.00	725.71	-	23,752.95	6,179.05	79	25,920.05
520.088	Utilities	42,739.00	-	42,739.00	161.05	-	26,410.32	16,328.68	62	36,143.66
520.097	Maint B&G	546.00	2,000.00	2,546.00	-	-	69.98	2,476.02	3	10,268.06
520.098	Janitorial Services	29,802.00	-	29,802.00	-	2,858.37	31,441.63	(4,498.00)	115	34,299.96
520.107	Maint Equip	79.00	500.00	579.00	-	-	137.96	441.04	24	68.98
520.114	Motor Pool Expense	6,129.00	-	6,129.00	-	-	5,110.00	1,019.00	83	5,917.00
520.116	Veh. Maint-Co Shop	6,115.00	-	6,115.00	-	-	-	6,115.00	0	312.88
520.136	Rents & Leases Equipment	3,454.00	-	3,454.00	-	-	1,203.95	2,250.05	35	1,313.40
520.156	Risk Mgmt-County Insurance-Liability	40,401.00	-	40,401.00	-	-	40,401.00	-	100	38,886.00
520.170	Memberships	1,104.00	-	1,104.00	-	-	1,290.13	(186.13)	117	1,000.00
520.200	Training & Education	3,000.00	-	3,000.00	-	-	1,186.00	1,814.00	40	641.88
520.256	Risk Mgmt Cost Allocation	21,920.00	-	21,920.00	-	-	21,920.00	-	100	19,061.00
521.100	Professional Services	32,032.00	(4,500.00)	27,532.00	2,197.50	-	26,455.00	1,077.00	96	28,949.06
521.134	Cataloging	14,590.00	-	14,590.00	8.40	194.30	8,301.29	6,094.41	58	11,793.78
521.500	Central Svcs Cost Allocation	183,377.00	-	183,377.00	-	-	183,377.00	-	100	179,648.00
530.001	Circulation Supplies	2,500.00	-	2,500.00	-	-	1,302.82	1,197.18	52	2,426.85

Budget Performance Report

Fiscal Year to Date 06/26/26

Exclude Rollup Account

532.003	Gas & Oil	2,960.00	-	2,960.00	-	-	-	2,960.00	0	64.56
532.054	Library Materials-Books	126,990.00	69,842.00	196,832.00	743.21	23,427.50	120,184.05	53,220.45	73	166,657.02
532.057	Processing Materials	3,986.00	6,500.00	10,486.00	85.06	2,596.47	7,204.96	684.57	93	650.43
532.059	Library Materials-Digital	16,646.00	-	16,646.00	-	1,954.60	11,377.46	3,313.94	80	13,507.47
533.800	Office Supplies	4,218.00	-	4,218.00	116.22	-	4,896.80	(678.80)	116	3,400.06
533.802	Small Equipment	1,256.00	-	1,256.00	94.50	-	971.81	284.19	77	3,234.86
533.806	Software	34,818.00	-	34,818.00	168.00	-	30,400.24	4,417.76	87	33,921.83
533.813	Office Products Program	1,610.00	-	1,610.00	-	-	616.09	993.91	38	1,592.52
533.817	Small Projects	1,560.00	-	1,560.00	(23.57)	-	60.00	1,500.00	4	6.25
541.501	Grant Match-Serv & Supplies	948.00	-	948.00	-	-	-	948.00	0	-
550.100	Bank Fees-Credit Card Processing	469.00	-	469.00	37.93	-	449.67	19.33	96	463.28
550.102	Bank Fees-Checking	355.00	-	355.00	-	-	-	355.00	0	-
	Services & Supplies Totals	622,265.00	71,842.00	694,107.00	4,387.96	31,031.24	556,829.91	106,245.85	85%	624,581.58
	Capital Outlay/Projects									
562.000	Capital Projects	-	65,000.00	65,000.00	-	-	17,440.11	47,559.89	27	-
	Capital Outlay/Projects Totals	-	65,000.00	65,000.00	-	-	17,440.11	47,559.89	27%	-
	Other Financing Uses									
619.000	Contingency	35,614.00	-	35,614.00	-	-	-	35,614.00	0	-
	Other Financing Uses Totals	35,614.00	-	35,614.00	-	-	-	35,614.00	0%	-
	Ending Fund Bal/Reserves									
699.000	Ending Fund Balance	837,752.00	105,219.00	942,971.00	-	-	-	942,971.00	0	-
	Ending Fund Bal/Reserves Totals	837,752.00	105,219.00	942,971.00	-	-	-	942,971.00	0%	-
	Department **804 - Library** Totals	3,224,512.00	242,061.00	3,466,573.00	117,110.74	31,031.24	2,089,775.12	1,345,766.64	61%	2,249,206.82
	EXPENSE TOTALS	3,224,512.00	242,061.00	3,466,573.00	117,110.74	31,031.24	2,089,775.12	1,345,766.64	61%	2,249,206.82
	Fund **224 - Library** Totals									
	REVENUE TOTALS	3,224,512.00	242,061.00	3,466,573.00	2,227.15	-	1,908,623.29	1,557,949.71	55%	2,264,062.29
	EXPENSE TOTALS	3,224,512.00	242,061.00	3,466,573.00	117,110.74	31,031.24	2,089,775.12	1,345,766.64	61%	2,249,206.82
	Fund **224 - Library** Totals	-	-	-	(114,883.59)	(31,031.24)	(181,151.83)	212,183.07		14,855.47
	Grand Totals									
	REVENUE TOTALS	3,224,512.00	242,061.00	3,466,573.00	2,227.15	-	1,908,623.29	1,557,949.71	55%	2,264,062.29
	EXPENSE TOTALS	3,224,512.00	242,061.00	3,466,573.00	117,110.74	31,031.24	2,089,775.12	1,345,766.64	61%	2,249,206.82
	Grand Totals	-	-	-	(114,883.59)	(31,031.24)	(181,151.83)	212,183.07		14,855.47

From:	Veronica Hallam
To:	Kathy Kaiser; Kathy Lewis; Tanner Laird; Peace Ruggia; Candy Buma At
Subject:	Re: Computer Modernization - Approved
Date:	Wednesday, June 24, 2026 5:06:33 PM
Attachments:	image.png BudgetTransferRequest.computer modernization.signed 6.24.26.xlsx.pdf

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.

Hello. Please find the signed transfer request attached. Thank you

~Veronica

Veronica Hallam
Administrative Services Manager • Douglas County Public Library
(775) 783-6406 • 1625 Library Lane • Minden, NV 89423

From: Kathy Kaiser <kkaiser@douglasnv.us>
Sent: Wednesday, June 24, 2026 1:45 PM
To: Kathy Lewis <KMLewis@douglasnv.us>; Veronica Hallam <vhallam@douglas.lib.nv.us>; Tanner Laird <tlaird@douglasnv.us>; Peace Ruggia <pruggia@douglasnv.us>; Candy Buma At <cbumaat@douglasnv.us>
Subject: RE: Computer Modernization - Approved

We can initiate it since we have other items.

From: Kathy Lewis <kmlewis@douglasnv.us>
Sent: Wednesday, June 24, 2026 1:42 PM
To: Veronica Hallam <vhallam@douglas.lib.nv.us>; Tanner Laird <tlaird@douglasnv.us>; Peace Ruggia <pruggia@douglasnv.us>; Kathy Kaiser <kkaiser@douglasnv.us>; Candy Buma At <cbumaat@douglasnv.us>
Subject: RE: Computer Modernization - Approved

HI Veronica,

Thank you!

I just added the project numbers to column E, but I think it is ready for Tim's signature!

Kathy Kaiser – do you want finance to initiate the IRC item or Veronica? We have other

budget items going to the July 16th meeting, maybe we can put this one and the other ones into one item?

Kathy

From: Veronica Hallam <vhallam@douglas.lib.nv.us>
Sent: Wednesday, June 24, 2026 1:14 PM
To: Kathy Lewis <kmlewis@douglasnv.us>; Tanner Laird <tlaird@douglasnv.us>; Peace Ruggia <pruggia@douglasnv.us>; Kathy Kaiser <kkaiser@douglasnv.us>; Candy Buma At <cbumaat@douglasnv.us>
Subject: Re: Computer Modernization - Approved

Hello Candy and Kathy. Attached is the Budget Transfer Request Form for the proposed transfer of funds. Please review and let me know if I can move forward with Tim's signature. Thank you

~Veronica



From: Kathy Lewis <kmlewis@douglasnv.us>
Sent: Tuesday, June 23, 2026 2:25 PM
To: Veronica Hallam <vhallam@douglas.lib.nv.us>; Tanner Laird <tlaird@douglasnv.us>; Peace Ruggia <pruggia@douglasnv.us>; Kathy Kaiser <kkaiser@douglasnv.us>; Candy Buma At <cbumaat@douglasnv.us>
Subject: Computer Modernization - Approved

HI Tim,

Yes - Tanner the account to use is 224-804 533.817

I propose that we do the following:

- Close new computer project – remaining balance is $13,985
    - 13,985 from 224-804 562.000 (Project 25Z12) to 224-804 533.817 – this project can be closed
- Closing library shelving project – reaming balance is $29,588

29,588 from 224-804 562.000 (Project 22B03) to 224-804 533.817 – this project can be closed

- Use salary savings for fund rest of the computer purchase of $70,000
    - 31,427 from 224-804 510.000 to 224.804 533.817

Veronica, can you work with Candy and Kathy to prepare a transfer to move these funds?

I believe this will need to go to the BOCC because it involved transferring from salary and benefits – but Tanner can order the computers now to get them ordered before the fiscal year end.

Let me know what you think!

Kathy

From: Timothy DeGhelder <timothy.deghelder@douglas.lib.nv.us>
Sent: Monday, June 22, 2026 1:52 PM
To: Veronica Hallam <vhallam@douglas.lib.nv.us>; Tanner Laird <tlaird@douglasnv.us>
Cc: Peace Ruggia <pruggia@douglasnv.us>; Kathy Lewis <kmlewis@douglasnv.us>
Subject: Re: Computer Modernization - Approved

Kathy, after our meeting with you and Peace- we were going to use this- Project number 25Z12, budget code 224-804 562.000 (It has $25,000 in it)
We also have some money left over from shelving projects.

To fund- $25,000 for PC Equipment purchases.

Then we were going to move some money into the line item- 533.817 Small Projects and then spend it before the new Fiscal Year.

Will this strategy still work? (If so, how much needs to go into the Small Projects line?)

Thanks,
Tim

From: Veronica Hallam <vhallam@douglas.lib.nv.us>
Sent: Monday, June 22, 2026 12:23 PM
To: Timothy DeGhelder <timothy.deghelder@douglas.lib.nv.us>; Tanner Laird <tlaird@douglasnv.us>
Cc: Peace Ruggia <pruggia@douglasnv.us>
Subject: Re: Computer Modernization - Approved

Hi Tanner. Project number 25Z12, budget code 224-804 562.000

~Veronica



From: Timothy DeGhelder <timothy.deghelder@douglas.lib.nv.us>
Sent: Monday, June 22, 2026 12:14 PM
To: Tanner Laird <tlaird@douglasnv.us>
Cc: Peace Ruggia <pruggia@douglasnv.us>; Veronica Hallam <vhallam@douglas.lib.nv.us>
Subject: Re: Computer Modernization - Approved

The library board would love to hear about the new equipment-

We have a special line item for our PC replacement project- It had $25,000 in it.

From: Tanner Laird <tlaird@douglasnv.us>
Sent: Monday, June 22, 2026 10:51 AM
To: Timothy DeGhelder <timothy.deghelder@douglas.lib.nv.us>
Cc: Peace Ruggia <pruggia@douglasnv.us>
Subject: Computer Modernization - Approved

Hey Tim,

Just wanted to reach out and let you know that BOCC approved our purchase of the computers for your staff. We are prepping the purchases, and I am in need of the budget

code you want this purchase to come out of.

Additionally, we are excited to attend the Library Board meeting tomorrow. Any information you can provide us with in preparation would be appreciated!

Thanks,
Tanner Laird
IT Technical Lead

Douglas County Nevada
Technology Services
Mobile: 775-901-6964
Office: 775-782-9832
Book time to meet with me

AGENDA ITEM NO. J.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a $170,000 budget transfer from the 911 Surcharge Fund to the County Construction Fund for Fiscal Year 2025-26 to reallocate excess revenues received to support the Public Safety Radio Upgrade project. (Kathy Kaiser, Comptroller)

RECOMMENDED MOTION:
Approve a $170,000 budget transfer from the 911 Surcharge Fund to the County Construction Fund for Fiscal Year 2025-26 to reallocate excess revenues received to support the Public Safety Radio Upgrade project.

FINANCIAL IMPACT:
The proposed budget transfer of $170,000 will provide one-time funding for the Public Safety Radio Upgrade project utilizing available resources within the 911 Surcharge Fund.

BACKGROUND:
The Public Safety Radio Upgrade project is an on-going project designed to replace aging Public Safety radio communication infrastructure.

ATTACHMENTS:
Budget Performance Report - 911 Surcharge.pdf
BTR Form 911 Surcharge.pdf

Budget Performance Report

Fiscal Year to Date 06/18/26
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **256 - 911 Surcharge**										
REVENUE										
Department **000 - Revenue**										
Charges For Service										
341.320	911 Surcharge	500,000.00	-	500,000.00	-	-	607,545.35	(107,545.35)	122	596,822.40
Charges For Service Totals		500,000.00	-	500,000.00	-	-	607,545.35	(107,545.35)	122%	596,822.40
Miscellaneous Revenue										
360.901	Reimbursements	-	-	-	-	-	5,373.87	(5,373.87)	+++	-
361.205	Investment-FMV Adjust	-	-	-	-	-	-	-	+++	10,384.90
361.211	Invest. Earnings-LGIP	5,094.00	-	5,094.00	-	-	5,733.01	(639.01)	113	6,711.71
361.212	Invest. Earnings-BNY Mellon	15,282.00	-	15,282.00	-	-	11,453.77	3,828.23	75	13,447.07
361.250	Inv Service Fees (Contra)	(472.00)	-	(472.00)	-	-	(232.15)	(239.85)	49	(332.77)
Miscellaneous Revenue Totals		19,904.00	-	19,904.00	-	-	22,328.50	(2,424.50)	112%	30,210.91
Beg.Fund Bal./Reserves										
301.000	Opening Fund Balance (Unassigned)	440,246.00	143,789.00	584,035.00	-	-	-	584,035.00	0	-
301.050	Opening Fund Balance - Prior Year Contingenc	8,309.00	-	8,309.00	-	-	-	8,309.00	0	-
Beg.Fund Bal./Reserves Totals		448,555.00	143,789.00	592,344.00	-	-	-	592,344.00	0%	-
Department **000 - Revenue** Totals		968,459.00	143,789.00	1,112,248.00	-	-	629,873.85	482,374.15	57%	627,033.31
REVENUE TOTALS		968,459.00	143,789.00	1,112,248.00	-	-	629,873.85	482,374.15	57%	627,033.31
EXPENSE										
Department **678 - 911 Surcharge**										
Services & Supplies										
520.085	Telephone/Communications	297,611.00	-	297,611.00	2,996.12	-	263,945.83	33,665.17	89	284,442.25
520.115	Computer Maintenance	5,000.00	-	5,000.00	-	-	40.06	4,959.94	1	-
521.160	Auditing	10,000.00	-	10,000.00	-	-	-	10,000.00	0	-
532.118	Major Repair and Maintenance	-	27,000.00	27,000.00	-	-	-	27,000.00	0	-
533.802	Small Equipment	35,000.00	-	35,000.00	-	-	20,263.82	14,736.18	58	51,679.54
533.806	Software	162,833.00	36,060.00	198,893.00	-	-	197,749.95	1,143.05	99	157,238.12
533.999	Serv/Supplies Offset	-	-	-	-	-	-	-	+++	(10,225.00)
550.102	Bank Fees-Checking	255.00	-	255.00	-	-	-	255.00	0	-
Services & Supplies Totals		510,699.00	63,060.00	573,759.00	2,996.12	-	481,999.66	91,759.34	84%	483,134.91
Debt Service										
550.016	Subscription Principal Expense	-	-	-	-	-	-	-	+++	9,642.72
550.018	Subscription Interest Expense	-	-	-	-	-	-	-	+++	582.28
Debt Service Totals		-	-	-	-	-	-	-	+++	10,225.00
Capital Outlay/Projects										
562.000	Capital Projects	125,000.00	80,729.00	205,729.00	249.99	57,522.87	129,591.65	18,614.48	91	199,271.38
Capital Outlay/Projects Totals		125,000.00	80,729.00	205,729.00	249.99	57,522.87	129,591.65	18,614.48	91%	199,271.38
Other Financing Uses										

Budget Performance Report

Fiscal Year to Date 06/18/26
Exclude Rollup Account

619.000	Contingency	7,511.00	-	7,511.00	-	-	-	7,511.00	0	-
Other Financing Uses Totals		7,511.00	-	7,511.00	-	-	-	7,511.00	0%	-
Ending Fund Bal/Reserves										
699.000	Ending Fund Balance	325,249.00	-	325,249.00	-	-	-	325,249.00	0	-
Ending Fund Bal/Reserves Totals		325,249.00	-	325,249.00	-	-	-	325,249.00	0%	-
Department **678 - 911 Surcharge** Totals		968,459.00	143,789.00	1,112,248.00	3,246.11	57,522.87	611,591.31	443,133.82	60%	692,631.29
EXPENSE TOTALS		968,459.00	143,789.00	1,112,248.00	3,246.11	57,522.87	611,591.31	443,133.82	60%	692,631.29
Fund **256 - 911 Surcharge** Totals										
REVENUE TOTALS		968,459.00	143,789.00	1,112,248.00	-	-	629,873.85	482,374.15	57%	627,033.31
EXPENSE TOTALS		968,459.00	143,789.00	1,112,248.00	3,246.11	57,522.87	611,591.31	443,133.82	60%	692,631.29
Fund **256 - 911 Surcharge** Totals		-	-	-	(3,246.11)	(57,522.87)	18,282.54	39,240.33		(65,597.98)
	Grand Totals									
REVENUE TOTALS		968,459.00	143,789.00	1,112,248.00	-	-	629,873.85	482,374.15	57%	627,033.31
EXPENSE TOTALS		968,459.00	143,789.00	1,112,248.00	3,246.11	57,522.87	611,591.31	443,133.82	60%	692,631.29
	Grand Totals	-	-	-	(3,246.11)	(57,522.87)	18,282.54	39,240.33		(65,597.98)

Y-T-D Revenue	632,373.85
Est. Invest Inc	2,500.00
Est. 911 Surcharge (Ju	60,000.00
	694,873.85
Y-T-D Expenses	611,591.31
Est Expense YE	20,000.00
	631,591.31
Beginning Fund Bal	592,344.00
Revenue	694,873.85
	1,287,217.85
Expenditures	631,591.31
Projected EFB	655,626.54
	1,287,217.85

Douglas County Finance Department

Budget Transfer Request Form

Request Date 6/18/2026 **Requested By** K Kaiser

Fiscal Year 2025/26 **Fund/Dept** Fund 256 & 410

	Account Name	GL Account # xxx-xxx xxx.xxx format	Project*	Revenue Increase	Revenue Decrease	Expenditure Increase	Expenditure Decrease
1	911 Surcharge	256-000 341.320		170,000			
2	Transfer Out	256-678 618-000				170,000	
3	Transfers In	410-000 392.000		170,000			
4	PS Radio Equip. Reserves	410-759 625.202				170,000	
5	#N/A						
6	#N/A						
7	#N/A						
8	#N/A						
9	#N/A						
10	#N/A						
11	#N/A						
12	#N/A						
			Totals	340,000	-	340,000	-
			Net Change	**340,000**		**340,000**	

Purpose To transfer budget for the County's radio system upgrade - Revenues received in excess of budgeted estimates are avaliable to support one-time capital project with adversely affecting current operations. The proposed transfer is authorized in pursuant of NRS 354.598005 and NRS 244A.7645

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

Department Head Name _____ **Signature** Kathy Lewis Digitally signed by Kathy Lewis Date: 2026.06.18 16:41:31 -07'00'

Finance Use Only

Douglas County	***IRC Approval***		***BOCC Approval***	
	Agenda #	***Meeting Date***	***Agenda #***	***Meeting Date***
From Salaries/Benefits Expense category (salary savings)				
Modifying a Capital Projects budget				
Within the same Expense Category, Department and Fund <=$50,000	*Not required*	*Not required*	*Not required*	*Not required*
Within the same Expense Category, Department and Fund >$50,000			*Not required*	*Not required*
Between Divisions of a Department (same Fund)			*Not required*	*Not required*
Between Expense Categories of a Division			*Not required*	*Not required*
Between funds (follow augment requirements)				
From contingency or reserves (follow augment requirements)				
	Town Board Approval		***BOCC Approval***	
Towns of Minden, Gardnerville, Genoa			*Not required*	*Not required*

Note: Transfers are not reported to NV Dept of Taxation

JE# _____ **Date** _____ **By** _____

Updated 9/1/21

AGENDA ITEM NO. K.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to adopt **Resolution 2026R-046**, a resolution regarding the Disposal of Certain Computer and other Electronic Equipment. The resolution authorizes the donation of specified equipment to ComputerCorps, a non-profit 501(c)(3), pursuant to NRS 244.1505. (Peace Ruggia, Chief Information Officer)

RECOMMENDED MOTION:
Adopt Resolution 2026R-046, regarding the Disposal of Certain Computer and other Electronic Equipment, as presented.

FINANCIAL IMPACT:

The IT infrastructure components identified for donation have reached the end of their useful life as defined by the County's capitalization and depreciation policies. Historically, these assets were capitalized over a 5-year period. As of this report, the net book value (NBV) of this equipment is $0.00, as they are fully depreciated. See Attached list of assets.

BACKGROUND:
Several components of the county's legacy hardware stack have been decommissioned. These units are now end-of-life (EOL), meaning they are no longer supported by manufacturers, lack modern security patches, and possess limited functionality for current operations.

Justification for Donation
While this equipment no longer meets the rigorous security and performance standards required for county operations, the hardware may still hold educational or baseline functional value for non-profit organizations or community technical programs or should be responsibly recycled as e-waste. ComputerCorps is a 501(c)(3) Non-Profit Organization that provides access to computers & training to underserved families, while eliminating e-waste in our nation s landfills, ComputerCorps will make the

determination if this equipment is reusable or should be recycled.

By approving this donation, the Board allows the county to:
Reduce E-Waste: Diverting hardware from landfills through beneficial reuse.
Eliminate Storage Costs: Clearing out secure storage space currently occupied by decommissioned units.
Support Community Partners: Providing resources to entities with less demanding technical requirements.
Responsibly Recycle: Provide an efficient and responsible recycling process for e-waste.

ATTACHMENTS:
Resolution_2026R-046.pdf

Resolution Number 2026R-046

A Resolution Regarding the Disposal of Certain Computer and Other Electronic Equipment.

Whereas, the Technology Services Department of Douglas County maintains the technology equipment detailed in Exhibit A, hereto; and

Whereas, the specified equipment is no longer needed by Douglas County; several components of the county's legacy hardware stack have been decommissioned; these units are now end-of-life (EOL), meaning they are no longer supported by manufacturers, lack modern security patches, and possess limited functionality for current operations; and

Whereas, this equipment no longer meets the rigorous security and performance standards required for county operations, but may still hold educational or baseline functional value for non-profit organizations or community technical programs and should be responsibly recycled as e-waste; and

Whereas, ComputerCorps is a 501(c)(3) Non-Profit Organization that provides educational services in the form of access to computers & training to underserved families in our community, while eliminating e-waste in our nation's landfills, ComputerCorps will make the determination if this equipment is reusable or should be recycled; and

Whereas, electronic devices are often categorized as capital assets, which are subject to inventory controls and equipment recordation pursuant to Nevada Revised Statutes (NRS) Chapter 354 and Douglas County Administrative Policies and Procedures (P & P) 500.01; and

Whereas, the County desires to ensure that electronic devices are disposed of in a responsible and efficient manner, and the County desires to streamline the process of such disposal.

Now therefore, be it resolved by the Board of County Commissioner of Douglas County, Nevada:

1. The equipment identified in Exhibit A is no longer of any value to Douglas County, Nevada and has reached the end of its useful life and may therefore be donated pursuant to NRS 244.1505.
2. The equipment identified in Exhibit A shall be donated to ComputerCorps "as is."
3. ComputerCorps is solely responsible for the removal, processing and responsible disposal of the equipment.

Adopted and effective this _____ day of _____ 2026 by the following vote:

Vote: Ayes: Commissioners: _____

_____

_____

Nays: Commissioners: _____

_____

Absent: Commissioners: _____

_____
Mark Gardner, Chair
Douglas County Board of County Commissioners

Attest:

_____
Amy Burgans, Douglas County Clerk-Treasurer

Resolution 2026R-046 Exhibit A
Douglas County Technology Services
Disposal of Certain Computer and Other Electronic Equipment

Date Tech Services Received	Department Donation From	Donated by	Description	Manufacturer	Model Number	Serial Number / Service Tag	Asset Tag	Is the device capable of storing Data?	HDD Removed?
1/8/2026	IT		Monitor Doc recieved during Win11 migration	Dell	U2424HE	CN-085V58-QDC00-3A4-05XB-A00		No	
1/8/2026	IT		Monitor Doc recieved during Win11 migration	Dell	U2422HE	CN-0N5PP2-QDC00-22A-10DL-A04		No	
1/26/2026	Elections		Monitor replaced in elections office	Dell	P2214Hb	CN-5KW14V-74261-629-4KGB		No	
1/27/2026	Elections		Monitor replaced in elections office	Dell	P2217H	CN-0668VC-QDC00-7CK-4C3U-A02		No	
1/28/2026	Elections		Monitor replaced in elections office	Dell	P2217H	CN-0668VC-74261-72S-52WU-A00		No	
1/29/2026	Elections		Monitor replaced in elections office	Dell	P2214Hb	CN-0KW14V-74261-4C4-3H2S		No	
1/30/2026	Elections		Monitor replaced in elections office	Dell	P2422H	CN-0101CF-TV200-34A-0N1B-A01		No	
3/18/2026	Town of Gardnerville		Phone	Nortel	T7316E	NT8B27JAAAE6		no	
3/18/2026	Town of Gardnerville		Laptop	Dell	Inspiron 3500	0001342d-12961-8cs-0379		Yes	yes
6/2/2026	IT		All in One	Dell		D2V7773		No	
6/2/2026	IT		All in One	Dell		D2T6773		No	
6/2/2026	IT		Desktop	Dell		SM320AD340170		No	
6/2/2026	IT		Desktop	Dell		SM320AD340172		No	
6/2/2026	IT		Desktop	Dell		SM320AD340171		No	
6/2/2026	IT		Desktop	Dell		Z7H5HCKF501663N		No	
6/2/2026	IT		Desktop	Dell		SM320AD340184		No	
6/2/2026	IT		Desktop	Dell		SM320AD340186		No	
6/2/2026	IT		Desktop	Dell		SM320AD340188		No	
6/2/2026	IT		Desktop	Dell		SM320AD340183		No	
6/2/2026	IT		Desktop	Dell		SM320AD340190		No	
6/2/2026	IT		Desktop	Dell		6NG97J2		No	
6/2/2026	IT		Desktop	Dell		13DBF33		No	
6/2/2026	IT		Desktop	Dell		MXL4231SXS		No	
6/2/2026	IT		Desktop	Dell		MXL0102XP3		No	
6/2/2026	IT		Dock	Dell				No	
6/2/2026	IT		Dock	Dell				No	
6/2/2026	IT		Dock	Dell				No	
6/2/2026	IT		Dock	Dell		CN03V37XL9S008AF0GU3A00		No	
6/2/2026	IT		Dock	Dell		3D8NH23		No	
6/2/2026	IT		Dock	Dell		DCXN313		No	
6/2/2026	IT		Dock	Dell		DZDYLV3		No	
6/2/2026	IT		Dock	Dell		5M3VGV3		No	
6/2/2026	Sheriff Office		Fingerprint Reader	Unknown	TP-5300A-ED	AEV147103351R		No	
6/2/2026	Sheriff Office		Fingerprint Reader	Unknown	TP-5300A-ED	AEV034100411R		No	
6/2/2026	IT		Graphics Card	AMD		181611009873.00		No	
6/2/2026	IT		Hard Drive	WD		WCC3F2DRU6DN		No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		Keyboard	Dell				No	
6/2/2026	IT		KVM Switch	Tripp Lite		2632BUNCB895100108		No	
6/2/2026			Laptop	E6430 ATG		h4h9bw1		No	
6/2/2026			Laptop	Lenovo		1s24384CUR9W713R		Yes	Yes
6/2/2026	IT		Monitor	236LM000023		F49GBBA007099		Yes	Yes
6/2/2026	IT		Monitor	Elo		D163013121		No	
6/2/2026	IT		Monitor	Elo		D163013120		No	

Resolution 2026R-046 Exhibit A
Douglas County Technology Services
Disposal of Certain Computer and Other Electronic Equipment

Date Tech Services Received	Department Donation From	Donated by	Description	Manufacturer	Model Number	Serial Number / Service Tag	Asset Tag	Is the device capable of storing Data?	HDD Removed?
6/2/2026	IT		Monitor	Dell	P2214Hb	CN0KW14V7426148S2HUS		No	
6/2/2026	IT		Monitor	Dell	P2214Hb	CN0KW14V742614C43H2S		No	
6/2/2026	IT		Monitor	Dell	P2214Hb	CN0KW14V7426148S1W6S		No	
6/2/2026	IT		Monitor	Dell	P2214Hb	CN0668VCQDC007CK4C3UA02		No	
6/2/2026	IT		Monitor	Dell	P2214Hb	CN0KW14V742615294KGB		No	
6/2/2026	IT		Monitor	Dell	P2214Hb	CN0KW14V7426156I44JL		No	
6/2/2026	IT		Monitor	Dell	P2214Hb	CN0KW14V742614C43H8S		No	
6/2/2026	IT		Monitor	Dell	P2214Hb	CN0KW14V7426145N409B		No	
6/2/2026	IT		Monitor	Dell	P2217H	CN0KW14V7426145N2FHB		No	
6/2/2026	IT		Monitor	Dell	P2217H	CN0668VC7426172S52WUA00		No	
6/2/2026	IT		Monitor	Dell	P2419H	CN0G8TVHQDC009C44F2IA07		No	
6/2/2026	IT		Monitor	Dell	P2419H	CN0V50XYQDC008AH6NJLA02		No	
6/2/2026	IT		Monitor	Dell	P2422H	CN0101CFTV20034A0N1BA01		No	
6/2/2026	IT		Monitor	Dell	P2422H	CN0KH0NGQDC0074535WSA00		No	
6/2/2026	IT		Monitor	Dell	S22C200B	Z7H5HCKF501585T		No	
6/2/2026	IT		Monitor	Dell	S22C200B	Z7H5HCKF501786R		No	
6/2/2026	IT		Monitor	Dell	S22C200B	Z7H5HCKF501775F		No	
6/2/2026	IT		Monitor Dock	Dell	U2421HE	CN0M43CDWSL0009IFP1WA02		No	
6/2/2026	IT		Monitor Dock	Dell	U2422HE	CN0N5PP2QDC0033M04XBA10		No	
6/2/2026	IT		Monitor Dock	Dell	U2422HE	CN0N5PP2QDC0022A10DLA04		No	
6/2/2026	IT		Monitor Dock	Dell	U2422HE	CN085V58QDC003A405XBA00		No	
6/2/2026	IT		Monitor Stand	Dell				No	
6/2/2026	IT		Monitor Stand	Dell				No	
6/2/2026	IT		Monitor Stand	Dell				No	
6/2/2026	IT		Monitor Stand	Dell				No	
6/2/2026	IT		Monitor Stand	Dell				No	
6/2/2026	IT		Monitor Stand	Dell				No	
6/2/2026	IT		Monitor Stand	Dell				No	
6/2/2026	IT		Monitor Stand	Dell				No	
6/2/2026	IT		Monitor Stand	Dell				No	
6/2/2026	IT		Monitor Stand	Dell				No	
6/2/2026	IT		Monitor Stand	Dell				No	
6/2/2026	IT		Monitor Stand	Dell				No	
6/2/2026	IT		Monitor Stand	Dell				No	
6/2/2026	IT		Monitor Stand	Dell				No	
6/2/2026	IT		Monitor Stand	Dell				No	
6/2/2026	IT		Monitor Stand	Dell				No	
6/2/2026	IT		Monitor Stand	Dell				No	
6/2/2026	IT		Monitor Stand	Dell				No	
6/2/2026	IT		Mouse	Dell				No	
6/2/2026	IT		Mouse	Dell				No	
6/2/2026	IT		Mouse	Dell				No	
6/2/2026	IT		Mouse	Dell				No	
6/2/2026	IT		Phone	Mitel		1S1UC1431ARG		No	
6/2/2026	IT		Phone	Mitel		1S1UC1431ARZ		No	
6/2/2026	IT		Phone	Mitel		1S1UC1431AVC		No	
6/2/2026	IT		Phone	Mitel		1S1UC1604CDE		No	
6/2/2026	IT		Phone	Mitel		1S1UC1431ALV		No	
6/2/2026	IT		Phone	Mitel		1S1UC1431AWJ		No	
6/2/2026	IT		Phone	Mitel		1S1UC1435AST		No	
6/2/2026	IT		Phone	Mitel		1S1UC1431ART		No	
6/2/2026	IT		Phone	Mitel		1S1UC1431ATN		No	
6/2/2026	IT		Phone	Mitel		001049468A70		No	
6/2/2026	IT		Phone	Noretel		NNTMHPG43RH8		No	
6/2/2026	IT		Phone	Shoretel		105810FW1738548B47		No	
6/2/2026	IT		Phone	Shoretel		10570%FW14263A1CBD		No	
6/2/2026	IT		Phone	Shoretel		105808FW152641A447		No	
6/2/2026	Sheriff Office		Printer	Lexmark		P40G0110$S40636C6600DV1$		No	
6/2/2026	Sheriff Office		Printer	Lexmark		P40G0110$S40635C660521P$		No	
6/2/2026	IT		Receipt Printer	Brother	Brother QL-800	U64632C8Z848131		No	

Resolution 2026R-046 Exhibit A
Douglas County Technology Services
Disposal of Certain Computer and Other Electronic Equipment

Date Tech Services Received	Department Donation From	Donated by	Description	Manufacturer	Model Number	Serial Number / Service Tag	Asset Tag	Is the device capable of storing Data?	HDD Removed?
6/2/2026	IT		Receipt Printer	Brother	Brother QL-800	U64632J7Z881656		No	
6/2/2026	IT		Receipt Printer	Brother	Brother QL-800	U64632H7Z731469		No	
6/2/2026	IT		Receipt Printer	Epson	Epson TM-U675	EZWF025706		No	
6/2/2026	IT		Router	Asus	AC2900	L9IAHN001419		No	
6/2/2026	IT		Router	Asus	RT-AC68U			No	
6/2/2026	IT		Router	Asus	RT-AC68U			No	
6/2/2026	IT		Switch	HP	HP 295-8G	CN29B0303C		No	
6/2/2026	IT		Switch	HP	Procurve 1700-8	CN936ZG1LW		No	
6/2/2026	Sheriff Office		UPS	APC		AS1803231486		No	
6/2/2026	Sheriff Office		UPS	APC		5B1039T64347		No	
6/2/2026	Sheriff Office		UPS	CyberPower		CXAPO7003019		No	
6/2/2026	IT		Wireless Mic			DC 5980 P 004.222.060		No	
6/2/2026	IT		Wireless Mic			DC 5980 P 005.099.244		No	
6/2/2026	IT		Cables	Bulk Excess				No	
6/2/2026	IT		Laptop	Dell	latitude 3310 2-in-1	g1fl563		Yes	Yes
6/2/2026	IT		Laptop	Dell	Latitude 3310 2-in-1	13z3xz2		Yes	yes
6/2/2026	IT		Laptop	dell	latitude 3310 2-in-i	22ypg3		Yes	Yes
6/18/2026	Emergency Management		Laptop	Dell	Inspiron 17-3721	5xvh0x1		Yes	Yes
6/25/2026	IT		Docking Station	Dell	WD19TB	5wq0sv2		No	
7/9/2026	Sheriff Office		Vitra training system	Virtra		1063			
7/9/2026	Sheriff Office		16 port switch	Netgear	JGS516	2vy1255x0019d			
7/9/2026	Sheriff Office		Rack mountable surge protector	Furman	PL-8C	2.79612E+12			
7/9/2026	Sheriff Office		Projector	Optoma	TX61st	q8jb214aaaaac0052			
7/9/2026	Sheriff Office		Projector	Optoma	TX61st	q8jb214aaaaac0022			
7/9/2026	Sheriff Office		Projector	Optoma	TX61st	q8jb214aaaaac0158			
7/9/2026	Sheriff Office		Custom Integrated Computer	Various	Various	Various		Yes	Yes
7/9/2026	Sheriff Office		Custom Integrated Computer	Various	Various	Various		Yes	Yes
7/9/2026	Sheriff Office		Custom Integrated Computer	Various	Various	Various		Yes	Yes
7/9/2026	Sheriff Office		Custom Integrated Computer	Various	Various	Various		Yes	Yes
7/9/2026	Sheriff Office		keyboard and mouse	logitech	x	x			
7/9/2026	Sheriff Office		Monitor	Dell	p2217h	394qtl2			
7/9/2026	Sheriff Office		Monitor	samsung	s23b300b				
7/9/2026	Sheriff Office		Monitor	samsung	s23b300b				
7/9/2026	Sheriff Office		Monitor	Viewsonic	vx2450wmled				
7/9/2026	Sheriff Office		Monitor x2	Acer	v193				

AGENDA ITEM NO. L.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve an open $733,370.56 purchase order with SHI International Corp. ("SHI") for Fiscal Year 2026-27 utilizing the State of Nevada Master Purchasing Agreement (99SWC-S108) for all purchases of software subscriptions, software licensing, and support services. (Peace Ruggia, Chief Information Officer)

RECOMMENDED MOTION:
Approve a $733,370.56 purchase order with SHI International Corp. for FY2026-27 as presented and authorize the Chief Information Officer to sign any necessary documents for the purchase order.

FINANCIAL IMPACT:
Funding is available in the Technology Services software fund (101.192.533.806) and no additional budget transfer or augmentation is needed.

BACKGROUND:
This PO represents the aggregated purchase cost of the main suite of Douglas County software. This software supports operations across every department and is vital to the operations and security of Douglas County information technology. SHI International Corp. is a technology vendor that provides software, hardware and IT solutions.

The State of Nevada Department of Administration Purchasing Division has established SHI International Corp. as a software value-added reseller with a Master Agreement, 99SWC-S108 ("Master Agreement"). The State of Nevada agreements are available on the Purchasing Division website at: https://pruchasing.nv.gov as set forth in NRS 3323.115, purchases for software and computer hardware are not adapted to award through the competitive bidding process. Such purchases are also an exception to bidding as allowed Section II, F.1.d of Douglas County Purchasing Policy 300.19.

The purpose of this agenda item is to fund all purchases for FY2026-27 (up to $733,370.56) to be completed under the State of Nevada's Master Purchasing Agreement.

ATTACHMENTS:

2018011-02_SHI_MAD_redacted_01_6-26-25 for yearly PO.pdf
SHI_Updated_Pricing_6-26-25 for yearly PO.pdf
State_SHI_5-31-22_6-26-25 for yearly PO.pdf
SHI PO FY26-27.pdf
CooperativeContractInformation_SHI.pdf

City of Mesa, AZ

Contract # 2018011-02

for

Information Technology Solutions and Services

with

SHI International Corp.

Effective: March 1, 2018

The following documents comprise the executed contract between the City of Meza, AZ and SHI International Corp, effective March 1, 2018:

I. Executed Contract
II. Mayor and Council Approval
III. Supplier Response
IV. Original RFP

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2018011
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400
	Mesa, AZ 85201
Attention	Sharon Brause, CPPO, CPPB, CPCP Senior Procurement Officer
E-Mail	Sharon.Brause@MesaAZ.gov
Phone	(480) 644-2815
Fax	(480) 644-2655

AND

SHI INTERNATIONAL CORP., ("Contractor")

Mailing Address	290 Davidson Ave
	Somerset, NJ 08873
Remit Address	PO Box 952121
	Dallas, TX 75395-2121
Attention	Meghan Flisakowski, Public Program Manager
E-Mail	Meghan.Flisakowski@shi.com
Phone	512-517-4088
Fax	732-652-6599
Website	www.publicsector.shidirect.com/

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 27th day of February, 2018, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and **SHI INTERNATIONAL CORP**, a New Jersey corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued solicitation number **2018011** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the Services/Products described in the Solicitation and Response.

C. "Services" means the resale services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing deliverables identified in an Order.

D. "Products" means collectively third-party software, computer peripherals, computer hardware, and associated IT services provided by third parties or Contractor, as the case may be.

E. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or deliverables pursuant to this Agreement. Order shall also include a phone order or on-line order placed by the City employee to Contractor utilizing the City's corporate procurement card or the City's written or electronic form of purchase requisition.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **March 1, 2018** and ending on **February 28, 2023.** The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

   1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2), one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the Services/Products provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an Order. Contractor agrees to deliver all Products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. The City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In

many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department; this is a City requirement and other participating agencies who utilize this Agreement as a cooperative contract (see **Exhibit C**, Mesa Standard Terms & Conditions) may have other delivery requirements.

2. **Scope of Work**. The Contractor will provide the necessary staff, Services and associated resources to provide the City with the Services, Products, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

   The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) notice to proceed, or (iii) Delivery Order off a Master Agreement for a requirements contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement. The terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.

   a. Amendments to the Agreement
   b. Agreement
   c. Exhibits
      1. Mesa Standard Terms & Conditions (Exhibit C)
      2. Pricing (Exhibit B)
      3. Scope of Work (Exhibit A)
      4. Other Exhibits not listed above
   d. Solicitation including any addenda
   e. Contractor's Response

5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a Product is discontinued, Contractor will provide a Product of the same or greater functionality, utilizing the discount structure.

It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the Agreement.

6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and will include all costs of the Contractor providing the Products/Service including transportation and insurance costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the Products or Services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

6.2 **Price Adjustment**. Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or Products must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the Services/Products under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to expiration date of the then-current term of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

6.3 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in Subsection 6.2. There is no guarantee the City will accept a price adjustment.

6.4 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the Service or Product from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of Service or delivery of Product;
g. Description of Products or Services provided;
h. If Products provided, the quantity delivered and pricing of each unit;

i. Applicable taxes; and
j. Total amount due.

6.5 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.6 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for Products/Service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance**.

7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the Products/Service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

7.2 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.3 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.

7.4 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.5 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.6 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor where permitted by law.

7.7 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

7.8 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

7.8.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

7.8.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

7.8.3 Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

8. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. If the City cancels a purchase order following shipment of the Products but prior to delivery, the City shall pay all freight and handling charges for shipment and return shipment of such Products to Contractor. All returns shall be made in accordance with Contractor's Return Policy found at www.shi.com/returnpolicy and this Agreement, with the terms of this Agreement controlling. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of Product, or performance of Services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as **Exhibit C**.

10. **WARRANTY.** Contractor warrants that the Services and Products will conform to the requirements of the Agreement. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The City's acceptance of Services or Products provided by Contractor will not relieve Contractor from its obligations under this warranty. If any Products or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Products or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.

11. **OEM PRODUCT WARRANTY.** Contractor is a value-added reseller ("VAR") of Products, not the Original Equipment Manufacturer ("OEM") or licensor, and, except as provided herein, Contractor disclaims any warranty responsibility regarding warranties provided by the OEM for the Products provided under this Agreement ("OEM Product Warranty"). Contractor shall forward the OEM Product Warranties to the City which are provided to Contractor from the OEM of the Product and, to the extent granted by the OEM, the City shall be the beneficiary of the OEM's Product Warranties

with respect to the Product. Contractor is not a party to any such terms of the OEM Product Warranty between the City and OEM and the City agrees to look to the OEM for satisfaction of any and all OEM Product Warranty claims related to that OEM's Product.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY OEM PRODUCT WARRANTY.

12. **Representations of Contractor**. To the best of Contractor's knowledge, Contractor agrees that:

    a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

    b. Performance of the Services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

    c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

    d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

13. **Mesa Standard Terms and Conditions**. **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

14. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

15. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:
    (A) Scope of Work / Technical Specifications
    (B) Pricing
    (C) Mesa Standard Terms and Conditions

16. **Attorneys' Fees**. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

17. **Title, Risk of Loss, Returns.** Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless

notice of rejection is provided to Contractor's authorized representative within three (3) business days after such delivery. All returns of Product shall be made in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy, with the terms of the Agreement controlling.

18. **Additional Acts**. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

19. **Headings**. The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA	SHI INTERNATIONAL CORP.
By: _____	By: _____
Edward Quedens	Cassie Skelton
Printed Name	Printed Name
Business Services Director	Contracts Manager
Title	Title
2-27-18	2/27/18
Date	Date

REVIEWED BY:

By: _____

EXHIBIT A
SCOPE OF WORK

1. **MINIMUM REQUIREMENTS.** Contractor must meet the following minimum qualifications:
   a. A full range of information technology solution Products and Services to meet varying requirements of governmental agencies.
   b. Have a strong national presence as a computer solutions provider.
   c. Have a distribution model capable of delivering Products, free of charge, in a timely manner on a nationwide basis.
   d. Have a demonstrated sales presence.
   e. Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
   f. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:

   a. Online
   b. Telephone
   c. Fax
   d. Email

3. **SCOPE OF PRODUCTS.** Contractor will provide the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:

   a. Personal Computer Systems: National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.

   b. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.

   c. High End Workstation: These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.

   d. Laptop Computer or Notebook: These will be used by traveling or remote access users for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.

   e. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell,

Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

f. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.

g. Computer and Network Products and Peripherals: Complete availability of major manufacturers Product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.

h. Services: Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, Services which are related to the design, use or operation of the Products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc.

Note: All hardware must come fully assembled. For example, if extra memory, additional drives or peripherals are ordered, the Contractor must install them unless the Participating Agency request they not be installed. Contractor shall provide these assembly and installation services as stated in the applicable Order; any additional terms and costs that may apply will be identified in the quote.

In cases of custom configuration (e.g.: imaging, etching, kitting, build to order machines, rack and stack servers) and large roll outs, there may be an additional cost associated with assembly. Any additional costs will be noted at the time of quoting.

Installation/deployment projects typically are governed by a scope of work specific to the project which may require an additional cost. If installation is requested the Contractor will review options and provide the scope of work as well as any associated costs at the time of quoting.

i. Comprehensive Product Offering: Contractor's complete catalog and Services set forth in Exhibit B shall be available. The City reserves the right to accept or reject any or all items offered.

j. Financing: Options available such as lease programs and conditional sales contracts.

4. **LICENSES.** Participating Agencies may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA") as required by manufacturers.

5. **DEFECTIVE PRODUCT.** All defective Products shall be replaced and exchanged by the Contractor at no cost to the City in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy, with the terms of this Agreement controlling. Contractor will order a replacement unit within one (1) business day of notice of damage, defect or DOA from the City. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement Products must be received by the City within seven (7) days of initial notification.

EXHIBIT B
PRICING

Item #	Product	Product / Group	Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	4.50%	SHI's Full Catalog of Systems
		2) Notebooks	4.50%	SHI's Full Catalog of Systems
		3) Tablets	4.50%	SHI's Full Catalog of Systems
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	4.50%	SHI's Full Catalog of Systems
2)	Group 2 - Input Devices	5) Keyboards	5.00%	SHI's Full Catalog of Input Devices
		6) Mice	5.00%	SHI's Full Catalog of Input Devices
		7) Imaging Scanners	4.00%	SHI's Full Catalog of Input Devices
		8) POS Scanners	4.00%	SHI's Full Catalog of Input Devices
		9) Pointing Devices	4.00%	SHI's Full Catalog of Input Devices
		10) Bar Code Readers	4.00%	SHI's Full Catalog of Input Devices
		11) Audio Input	4.00%	SHI's Full Catalog of Input Devices
		12) Input Adapters	4.00%	SHI's Full Catalog of Input Devices
		13) PC and Network Cameras	4.00%	SHI's Full Catalog of Input Devices
		14) Input Cables	4.00%	SHI's Full Catalog of Input Devices
		15) Input Accessories	4.00%	SHI's Full Catalog of Input Devices
3)	Group 3 - Output Devices	16) Displays	4.50%	SHI's Full Catalog of Output Devices
		17) Printers	4.50%	SHI's Full Catalog of Output Devices

		18) Inkjet Printers	4.50%	SHI's Full Catalog of Output Devices
		19) Inkjet Photo Printers	4.50%	SHI's Full Catalog of Output Devices
		20) Laser Printers	4.50%	SHI's Full Catalog of Output Devices
		21) Label Printers	4.50%	SHI's Full Catalog of Output Devices
		22) Dot Matrix Printers	4.50%	SHI's Full Catalog of Output Devices
		23) Multi-Function Printers	4.50%	SHI's Full Catalog of Output Devices
		24) Wide Format Printers	4.50%	SHI's Full Catalog of Output Devices
		25) Multi-Function Inkjet Printers	4.50%	SHI's Full Catalog of Output Devices
		26) Wide Format Printers	4.50%	SHI's Full Catalog of Output Devices
		27) Fax Machine Printers	4.50%	SHI's Full Catalog of Output Devices
		28) Printer Accessories	4.50%	SHI's Full Catalog of Output Devices
		29) Projectors	4.50%	SHI's Full Catalog of Output Devices
		30) Projector Accessories	4.50%	SHI's Full Catalog of Output Devices
		31) Audio Input	4.50%	SHI's Full Catalog of Output Devices
		32) Video Cards	4.50%	SHI's Full Catalog of Output Devices
		33) Sound Cards	4.50%	SHI's Full Catalog of Output Devices
		34) Output Accessories	4.50%	SHI's Full Catalog of Output Devices
		35) Printer Consumables	4.50%	SHI's Full Catalog of Output Devices
4)	Group 4 - Memory	36) Desktop	4.50%	SHI's Full Catalog of Memory
		37) Flash	4.50%	SHI's Full Catalog of Memory

		38) Networking	4.50%	SHI's Full Catalog of Memory
		39) Notebook	4.50%	SHI's Full Catalog of Memory
		40) Printer / Fax	4.50%	SHI's Full Catalog of Memory
		41) Server	4.50%	SHI's Full Catalog of Memory
5)	Group 5 - Storage Devices	42) Adapters Fiber Channel	4.00%	SHI's Full Catalog of Storage Devices
		43) Adapters FireWire / USB	4.00%	SHI's Full Catalog of Storage Devices
		44) Adapters IDE/ATA/SATA	4.00%	SHI's Full Catalog of Storage Devices
		45) Adapters RAID	4.00%	SHI's Full Catalog of Storage Devices
		46) Adapters SCSI	4.00%	SHI's Full Catalog of Storage Devices
		47) Bridges & Routers	4.00%	SHI's Full Catalog of Storage Devices
		48) Disk Arrays	4.00%	SHI's Full Catalog of Storage Devices
		49) Disk Arrays JBOD	4.00%	SHI's Full Catalog of Storage Devices
		50) Drives Magneto-Optical	4.00%	SHI's Full Catalog of Storage Devices
		51) Drives Removable Disks	4.00%	SHI's Full Catalog of Storage Devices
		52) Fiber Channel Switches	4.00%	SHI's Full Catalog of Storage Devices
		53) Hard Disks - External	4.00%	SHI's Full Catalog of Storage Devices
		54) Hard Disks - Fiber Channel	4.00%	SHI's Full Catalog of Storage Devices
		55) Hard Disks - IDE/ATA/S	4.00%	SHI's Full Catalog of Storage Devices
		56) Hard Disks - Notebook	4.00%	SHI's Full Catalog of Storage Devices
		57) Hard Disks - SCSI	4.00%	SHI's Full Catalog of Storage Devices

		58) Networking Accessories	4.00%	SHI's Full Catalog of Storage Devices
		59) Optical Drives - CD-ROM	4.00%	SHI's Full Catalog of Storage Devices
		60) Optical Drives - CD-RW	4.00%	SHI's Full Catalog of Storage Devices
		61) Optical Drives - DVD-CD	4.00%	SHI's Full Catalog of Storage Devices
		62) Optical Drives - DVD-RW	4.00%	SHI's Full Catalog of Storage Devices
		63) Storage Accessories	4.00%	SHI's Full Catalog of Storage Devices
		64) Storage - NAS	4.00%	SHI's Full Catalog of Storage Devices
		65) Storage - SAN	4.00%	SHI's Full Catalog of Storage Devices
		66) Tape Autoloaders -AIT	4.00%	SHI's Full Catalog of Storage Devices
		67) Tape Autoloaders - DAT	4.00%	SHI's Full Catalog of Storage Devices
		68) Tape Autoloaders - DLT	4.00%	SHI's Full Catalog of Storage Devices
		69) Tape Autoloaders - LTO	4.00%	SHI's Full Catalog of Storage Devices
		70) Tape Drives - 4mm	4.00%	SHI's Full Catalog of Storage Devices
		71) Tape Drives - 8mm/VXA	4.00%	SHI's Full Catalog of Storage Devices
		72) Tape Drives - AIT	4.00%	SHI's Full Catalog of Storage Devices
		73) Tape Drives - DAT	4.00%	SHI's Full Catalog of Storage Devices
		74) Tape Drives - DLT	4.00%	SHI's Full Catalog of Storage Devices
		75) Tape Drives - LTO/Ultrium	4.00%	SHI's Full Catalog of Storage Devices
		76) Tape Drives SDLT	4.00%	SHI's Full Catalog of Storage Devices
		77) Tape Drives - Travan	4.00%	SHI's Full Catalog of Storage Devices

6)	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5.00%	SHI's Full Catalog of Network Equipment
		79) Bridges & Routers	5.00%	SHI's Full Catalog of Network Equipment
		80) Gigabit Hubs & Switches	5.00%	SHI's Full Catalog of Network Equipment
		81) Concentrators & Multiplexers	5.00%	SHI's Full Catalog of Network Equipment
		82) Hardware Firewalls	5.00%	SHI's Full Catalog of Network Equipment
		83) Intrusion Detection	5.00%	SHI's Full Catalog of Network Equipment
		84) KVM	5.00%	SHI's Full Catalog of Network Equipment
		85) Modems	5.00%	SHI's Full Catalog of Network Equipment
		86) Network Test Equipment	5.00%	SHI's Full Catalog of Network Equipment
		87) Network Adapters	5.00%	SHI's Full Catalog of Network Equipment
		88) Network Cables	5.00%	SHI's Full Catalog of Network Equipment
		89) Network Accessories	5.00%	SHI's Full Catalog of Network Equipment
		90) Repeaters & Transceivers	5.00%	SHI's Full Catalog of Network Equipment
		91) Wireless LAN Accessories	5.00%	SHI's Full Catalog of Network Equipment
		92) Token Authentication	5.00%	SHI's Full Catalog of Network Equipment
		93) 10G Fiber Optic Transceivers	5.00%	SHI's Full Catalog of Network Equipment
		94) 1G Fiber Optic Transceivers	5.00%	SHI's Full Catalog of Network Equipment
7)	Group 7 - Software	95) Licensing Packages (e.g. Microsoft)	4.50%	SHI's Full Catalog of Software
		96) Licensing Backup	4.50%	SHI's Full Catalog of Software
		97) Licensing Barcode/OC	4.50%	SHI's Full Catalog of Software

		98) Licensing Business Application	4.50%	SHI's Full Catalog of Software
		99) Licensing CAD/CAM	4.50%	SHI's Full Catalog of Software
		100) Licensing - Cloning	4.50%	SHI's Full Catalog of Software
		101) Licensing - Computer Services	4.50%	SHI's Full Catalog of Software
		102) Licensing - Database	4.50%	SHI's Full Catalog of Software
		103) Licensing - Development	4.50%	SHI's Full Catalog of Software
		104) Licensing - Entertainment	4.50%	SHI's Full Catalog of Software
		105) Licensing - Financial	4.50%	SHI's Full Catalog of Software
		106) Licensing - Flow Chart	4.50%	SHI's Full Catalog of Software
		107) Licensing - Graphic Design	4.50%	SHI's Full Catalog of Software
		108) Licensing - Handheld	4.50%	SHI's Full Catalog of Software
		109) Licensing - Network OS	4.50%	SHI's Full Catalog of Software
		110) Licensing - OS	4.50%	SHI's Full Catalog of Software
		111) Licensing - Personal Organization	4.50%	SHI's Full Catalog of Software
		112) Licensing - Presentation	4.50%	SHI's Full Catalog of Software
		113) Licensing - Reference	4.50%	SHI's Full Catalog of Software
		114) Licensing - Report Analysis	4.50%	SHI's Full Catalog of Software
		115) Licensing - Spreadsheet	4.50%	SHI's Full Catalog of Software
		116) Licensing - Utilities	4.50%	SHI's Full Catalog of Software
		117) Licensing - Warranties	4.50%	SHI's Full Catalog of Software

		118) Licensing - Web Development	4.50%	SHI's Full Catalog of Software
		119) Licensing - Word Processing	4.50%	SHI's Full Catalog of Software
		120) Software - Backup	4.50%	SHI's Full Catalog of Software
		121) Software - Barcode / OCR	4.50%	SHI's Full Catalog of Software
		122) Software - Business Application	4.50%	SHI's Full Catalog of Software
		123) Software - CAD/CAM	4.50%	SHI's Full Catalog of Software
		124) Software - Cloning	4.50%	SHI's Full Catalog of Software
		125) Software - Computer Services	4.50%	SHI's Full Catalog of Software
		126) Software - Database	4.50%	SHI's Full Catalog of Software
		127) Software - Development	4.50%	SHI's Full Catalog of Software
		128) Software - Entertainment	4.50%	SHI's Full Catalog of Software
		129) Software - Financial	4.50%	SHI's Full Catalog of Software
		130) Software - Flow Chart	4.50%	SHI's Full Catalog of Software
		131) Software - Graphic Design	4.50%	SHI's Full Catalog of Software
		132) Software - Handheld	4.50%	SHI's Full Catalog of Software
		133) Software - OS	4.50%	SHI's Full Catalog of Software
		134) Software - Personal Organization	4.50%	SHI's Full Catalog of Software
		135) Software - Presentation	4.50%	SHI's Full Catalog of Software
		136) Software - Reference	4.50%	SHI's Full Catalog of Software
		137) Software - Report Analysis	4.50%	SHI's Full Catalog of Software

		138) Software - Spreadsheet	4.50%	SHI's Full Catalog of Software
		139) Software - Utilities	4.50%	SHI's Full Catalog of Software
		140) Software - Warranties	4.50%	SHI's Full Catalog of Software
		141) Software - Web Development	4.50%	SHI's Full Catalog of Software
		142) Software - Word Processing	4.50%	SHI's Full Catalog of Software
8)	Group 8 - Media Supplies	143) Media - 4mm tape	4.00%	SHI's Full Catalog of Media Supplies
		144) Media - AIT tape	4.00%	SHI's Full Catalog of Media Supplies
		145) Media - DAT tape	4.00%	SHI's Full Catalog of Media Supplies
		146) Media - DLT tape	4.00%	SHI's Full Catalog of Media Supplies
		147) Media LTO / Ultrium tape drive	4.00%	SHI's Full Catalog of Media Supplies
		148) Media - Magneto - Optical	4.00%	SHI's Full Catalog of Media Supplies
		149) Media - Optical	4.00%	SHI's Full Catalog of Media Supplies
		150) Media - SLR tape	4.00%	SHI's Full Catalog of Media Supplies
		151) Media - Travan tape	4.00%	SHI's Full Catalog of Media Supplies
		152) Media - VXA tape	4.00%	SHI's Full Catalog of Media Supplies
		153) Media - zip	4.00%	SHI's Full Catalog of Media Supplies
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		155) Video conferencing products	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		156) Voice gateways / servers	4.00%	SHI's Full Catalog of Collaboration and IP Telephony

		157) Headsets	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		158) Audio conferencing products	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		159) Analog phones	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		160) Accessories	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
10)	Group 10 - Other	161) Advanced Integration	4.00%	SHI's Full Catalog of Other
		162) Asset Disposal	4.00%	SHI's Full Catalog of Other
		163) Asset Management	4.00%	SHI's Full Catalog of Other
		164) Cables	4.00%	SHI's Full Catalog of Other
		165) Cables - custom	4.00%	SHI's Full Catalog of Other
		166) Cables - printer	4.00%	SHI's Full Catalog of Other
		167) Complex warranties	4.00%	SHI's Full Catalog of Other
		168) Desktop Accessories	4.00%	SHI's Full Catalog of Other
		169) Display Accessories	4.00%	SHI's Full Catalog of Other
		170) Electronic Services	4.00%	SHI's Full Catalog of Other
		171) Handheld Accessories	4.00%	SHI's Full Catalog of Other
		172) Imaging Accessories	4.00%	SHI's Full Catalog of Other
		173) Imaging - Camcorders	4.00%	SHI's Full Catalog of Other
		174) Imaging - Digital Cameras	4.00%	SHI's Full Catalog of Other

		175) Internal Lab Service	4.00%	SHI's Full Catalog of Other
		176) Lab fees	4.00%	SHI's Full Catalog of Other
		177) Managed Services	4.00%	SHI's Full Catalog of Other
		178) Miscellaneous solutions	4.00%	SHI's Full Catalog of Other
		179) Mounting hardware for vehicles	4.00%	SHI's Full Catalog of Other
		180) Networking Warranties	4.00%	SHI's Full Catalog of Other
		181) Notebook Accessories	4.00%	SHI's Full Catalog of Other
		182) Notebook Batteries	4.00%	SHI's Full Catalog of Other
		183) PC Lab order services	4.00%	SHI's Full Catalog of Other
		184) POS Accessories	4.00%	SHI's Full Catalog of Other
		185) POS Displays	4.00%	SHI's Full Catalog of Other
		186) Power Accessories	4.00%	SHI's Full Catalog of Other
		187) Power Surge Protection	4.00%	SHI's Full Catalog of Other
		188) Power UPS	4.00%	SHI's Full Catalog of Other
		189) Server Accessories	4.00%	SHI's Full Catalog of Other
		190) Service Charge	4.00%	SHI's Full Catalog of Other
		191) System Components	4.00%	SHI's Full Catalog of Other
		192) Training Courses	4.00%	SHI's Full Catalog of Other
		193) Training Reference Manuals	4.00%	SHI's Full Catalog of Other
		194) Warranties - Electronic	4.00%	SHI's Full Catalog of Other

		195) iPAD / Tablet Stylus	4.00%	SHI's Full Catalog of Other
		196) Mouse / Wrist Pads	4.00%	SHI's Full Catalog of Other
		197) Security Locks and Hardware	4.00%	SHI's Full Catalog of Other
		198) Tools	4.00%	SHI's Full Catalog of Other
		199) Document Scanner Accessories	4.00%	SHI's Full Catalog of Other
		200) Flatbed Scanners	4.00%	SHI's Full Catalog of Other
		201) Mobile Scanners	4.00%	SHI's Full Catalog of Other
		202) Network Scanners	4.00%	SHI's Full Catalog of Other
		203) Sheet fed Scanners	4.00%	SHI's Full Catalog of Other
		204) Wide Format Scanners	4.00%	SHI's Full Catalog of Other
		205) Workgroup / Department Scanner	4.00%	SHI's Full Catalog of Other
		206) Build to Order Desktops	4.00%	SHI's Full Catalog of Other
		207) Nettop	4.00%	SHI's Full Catalog of Other
		208) Point of Sale	4.00%	SHI's Full Catalog of Other
		209) Ultra Small Form Factor	4.00%	SHI's Full Catalog of Other
		210) Apple / Mac Memory Upgrades	4.00%	SHI's Full Catalog of Other
		211) Chips / SIMMs/SIPPs / ROMs	4.00%	SHI's Full Catalog of Other
		212) Computer Cases	4.00%	SHI's Full Catalog of Other
		213) CPUs / Fans	4.00%	SHI's Full Catalog of Other
		214) Memory Accessories	4.00%	SHI's Full Catalog of Other

		215) Motherboards / Chassis	4.00%	SHI's Full Catalog of Other
		216) 1 - 2 port Serial Boards	4.00%	SHI's Full Catalog of Other
		217) 3+ port Serial Boards	4.00%	SHI's Full Catalog of Other
		218) Console Server	4.00%	SHI's Full Catalog of Other
		219) Device Server	4.00%	SHI's Full Catalog of Other
		220) Terminal Server	4.00%	SHI's Full Catalog of Other
		221) Content Management	4.00%	SHI's Full Catalog of Other
		222) Firewall / VPN Appliances	4.00%	SHI's Full Catalog of Other
		223) Multifunction Security Appliances	4.00%	SHI's Full Catalog of Other
		224) Network Camera Accessories	4.00%	SHI's Full Catalog of Other
		225) Network Cameras	4.00%	SHI's Full Catalog of Other
		226) Physical/Environmental Security	4.00%	SHI's Full Catalog of Other
		227) Security Appliance Accessories	4.00%	SHI's Full Catalog of Other
		228) Security Tokens	4.00%	SHI's Full Catalog of Other
		229) Unified Threat Management	4.00%	SHI's Full Catalog of Other
		230) 2-way Radios / Walkie Talkies	4.00%	SHI's Full Catalog of Other
		231) Apple Notebooks	4.00%	SHI's Full Catalog of Other
		232) Convertible PCs / Slate PCs / iPAD	4.00%	SHI's Full Catalog of Other
		233) iPAD	4.00%	SHI's Full Catalog of Other
		234) Slate Tablet Computers	4.00%	SHI's Full Catalog of Other

		235) GPS / PDA	4.00%	SHI's Full Catalog of Other
		236) Wireless Communication Devices	4.00%	SHI's Full Catalog of Other
		237) Batteries	4.00%	SHI's Full Catalog of Other
		238) Power Supplies / Adapters	4.00%	SHI's Full Catalog of Other
		239) Rackmountain Equipment	4.00%	SHI's Full Catalog of Other
		240) Remote Power Management	4.00%	SHI's Full Catalog of Other
		241) Surge Suppressors	4.00%	SHI's Full Catalog of Other
		242) UPS / Battery Backup	4.00%	SHI's Full Catalog of Other
		243) 14" & smaller LCD Display	4.00%	SHI's Full Catalog of Other
		244) 15-19" LCD Display	4.00%	SHI's Full Catalog of Other
		245) 15-19" Wide LCD Display	4.00%	SHI's Full Catalog of Other
		246) 15-19" Wide LED Display	4.00%	SHI's Full Catalog of Other
		247) 20-30" LCD Display	4.00%	SHI's Full Catalog of Other
		248) 20-30" Wide LCD Display	4.00%	SHI's Full Catalog of Other
		249) 20-30" Wide LED Display	4.00%	SHI's Full Catalog of Other
		250) PCoIP and Zero Client Displays	4.00%	SHI's Full Catalog of Other
		251) Arm Mounts	4.00%	SHI's Full Catalog of Other
		252) Ceiling Mounts	4.00%	SHI's Full Catalog of Other
		253) Combo Mounts	4.00%	SHI's Full Catalog of Other
		254) Desktop Stands / Risers	4.00%	SHI's Full Catalog of Other

		255) Flat Wall Mounts	4.00%	SHI's Full Catalog of Other
		256) Mount Accessories	4.00%	SHI's Full Catalog of Other
		257) Pole Display	4.00%	SHI's Full Catalog of Other
		258) Stands / Carts / Feet	4.00%	SHI's Full Catalog of Other
		259) Tilt Wall Mounts	4.00%	SHI's Full Catalog of Other
		260) C-Cure Products	4.00%	SHI's Full Catalog of Other
		261) Istar Products	4.00%	SHI's Full Catalog of Other
11)	Group 11 - Services	**SERVICE**	**STANDARD HOURLY RATE**	**DISCOUNT FROM STANDARD RATE**
		Design and Analysis	$ 125.00	4%
		Configuration	$ 165.00	4%
		Implementation	$ 185.00	4%
		Installation	$ 185.00	4%
		Training	$ 99.00	4%
		Maintenance & Support	$ 99.00	4%
		All other Current and Future Products not specifically identified here will be offered at a 4% discount off SHI Advertised List price. Please see description below for more information on SHI's discount model for this contract.		

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customers in the public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be located on www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. Other vendors may use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When a vendor manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the other Party's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the other Party will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve either Party from any of its obligations and liabilities under the Agreement. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets following sixty (60) days written notice.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Products or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or Product will be allowed unless approved in writing, in advance, by the City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

   iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

   iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

   v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax,

unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.

12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of Services under this Agreement.

16. **DEFAULT.**

a. A party will be in default if that party:

i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or

iv. Fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the Services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute Services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute Services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, indirect, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the Products and Services provided and received Contractor's properly prepared final invoice.

    Termination of this Agreement shall not affect the obligations of the City or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement has not been terminated, and was still in effect with respect to such Order.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION/LIABILITY.**

    a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement.

    b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

    c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.

    d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED $5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.

25. **(RESERVED)**

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and

cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Products or Services or any Products or Services at all under this Agreement and acknowledges and agrees that the Products or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for Products or Services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) confidential information of contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third-party licensors during the performance of this Agreement.

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS**. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the Products and Services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be

calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute Products or Services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of Services. Payment will be negotiated and determined by the contract administrator(s).

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

    A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide Services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

    Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide Services on school district properties until authorized by the school district.

    Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others. The City is not a party to any agreements between the Contractor and National IPA, National IPA and other agencies, the Contractor and other agencies, or any third-party contracts in any way related to this Agreement or the cooperative use of this Agreement.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile.

If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

mesa·az
OFFICE OF THE CITY CLERK

COUNCIL MINUTES

February 5, 2018

The City Council of the City of Mesa met in a Regular Council Meeting in the Council Chambers, 57 East 1st Street, on February 5, 2018 at 5:45 p.m.

COUNCIL PRESENT	COUNCIL ABSENT	OFFICERS PRESENT
John Giles	None	Christopher Brady
David Luna		Dee Ann Mickelsen
Mark Freeman		Jim Smith
Christopher Glover		
Francisco Heredia		
Kevin Thompson		
Jeremy Whittaker		

Mayor's Welcome.

Invocation by Pastor Ben Diaz with Palabra de Vida (Word of Life).

Pledge of Allegiance was led by Councilmember Thompson.

Awards, Recognitions and Announcements.

There were no awards, recognitions or announcements.

1. Take action on all consent agenda items.

All items listed with an asterisk (*) will be considered as a group by the City Council and will be enacted with one motion. There will be no separate discussion of these items unless a Councilmember or citizen requests, in which event the item will be removed from the consent agenda and considered as a separate item. If a citizen wants an item removed from the consent agenda, a blue card must be completed and given to the City Clerk prior to the Council's vote on the consent agenda.

It was moved by Councilmember Thompson, seconded by Councilmember Glover, that the consent agenda items be approved.

Carried unanimously.

*2. Approval of minutes from previous meetings as written.

Minutes from the January 8, 11, and 22, 2018 Council meetings.

3. Take action on the following liquor license applications:

*3-a. It Ain't Chemo

This is a one-day event to be held on Saturday, February 10, 2018 from 9:00 A.M. to 9:00 P.M. at Riverview Park, 2100 West Rio Salado Parkway. **(District 1)**

*3-b. AMC Superstition East 12

A multi-screen cinema is requesting a new Series 6 Bar License for American Multi-Cinema Inc., 1935 South Signal Butte Road - Andrea Dahlman Lewkowitz, agent. There is no existing license at this location. **(District 6)**

*3-c. ATL Wings

A restaurant that serves lunch and dinner is requesting a new Series 12 Restaurant License for Stapley Wings LLC, 1455 South Stapley Drive, Suites 22-24 - Andrea Dahlman Lewkowitz, agent. The existing license held by Mark Killian, sole proprietor, will revert to the State. **(District 4)**

*3-d. Elgin Distillery

This is a one-day craft distillery festival to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

*3-e. Village of Elgin Winery

This is a one-day wine festival event to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

4. Take action on the following off-track betting license application:

*4-a. Turf Paradise, TP Racing LLLP

New Off-Track Betting License for Turf Paradise, TP Racing LLLP to telecast at Moose & Bear, located at 118 East McKellips Road, Suite 103, TB Concepts LLC. Applicant: Vincent Acri Francia. **(District 1)**

5. Take action on the following contracts:

*5-a. One-Year Renewal to the Term Contract for Executive Physicals for Citywide Departments as requested by the Human Resources Department. **(Citywide)**

This contract provides annual physicals for the City's executive staff as a means of maintaining optimum health. There are approximately 65-70 positions eligible to participate in this program.

The Human Resources Department and Purchasing recommend authorizing the renewal contract with Banner Occupational Health Clinics, at $88,500, based on estimated usage.

*5-b. One-Year Renewal to the Term Contract for Deceased Animal Collection Services for the Community Services Department. **(Citywide)**

This contract provides a vendor to collect and dispose of deceased animals up to 150 pounds that are reported within the City. The contractor is responsible for the proper disposal by cremation or other means in accordance with the standards and methods approved by the Maricopa County Health Department.

The Community Services Department and Purchasing recommend authorizing the renewal contract with APM/Couts Enterprises, Inc., dba Arizona Pet Mortuary, at $54,000, based on estimated usage.

*5-c. Purchase of One Replacement Fire Apparatus, an Air Light/Rehab Unit, for the Fire and Medical Department (Sole Source). **(Citywide)**

The apparatus being replaced has met established replacement criteria and will be sold by a sealed bid process or traded-in as part of the City's fire apparatus purchase agreement with Pierce Manufacturing. In addition, Fire and Medical will trade-in two units to further offset the price for the Air/Light Rehab unit.

The Fire and Medical Department and Purchasing recommend authorizing the purchase using the City's five-year purchase agreement with Pierce Manufacturing Inc., through their designated local dealer, Hughes Fire Equipment Inc., at $502,264.75. This purchase is funded by the Capital-General Fund and authorized 2013 Public Safety Bonds.

*5-d. Three-Year Term Contract for Landscape Maintenance Services for Parks, Retention Basins and Sports Fields - Zones 1, 2, 3 and 4 for the Parks, Recreation and Community Facilities Department (PRCF). **(Citywide)**

These contracts provide landscape maintenance services for sports fields, parkways, medians, parks, retention basins or grounds adjacent to City facilities. The City has divided the landscaping into geographic areas known as Zones 1, 2, 3 and 4. PRCF has done an analysis to bring the work under this contract in-house and, at this time, contracting continues to be in the best financial interest of the City.

The evaluation committee recommends awarding the contract to the highest-scored proposal from Mariposa Landscape Arizona, Inc.; Zone 1, at $1,435,319.57 annually; Zone 2, at $959,183.45 annually; Zone 3, at $974,364.20 annually; and Zone 4, at $1,221,738.22 annually; based on estimated usage.

*5-e. Three-Year Term Contract for Plumbing Services for the Parks, Recreation and Community Facilities Department. **(Citywide)**

This contract will establish a list of pre-qualified plumbing contractors to perform plumbing services on various City facilities/projects on an as-needed basis.

The evaluation committee recommends awarding the contract to the four, highest-scored proposals from Mesa Energy Systems Inc.; RKS Plumbing and Mechanical Inc.; Sun Mechanical Inc.; and W.D. Manor Mechanical Contractors, Inc.; cumulatively not to exceed $100,000 annually, based on estimated usage.

*5-f. Purchase of Furniture for the Main Library as requested by the Library Services Department. **(Citywide)**

This purchase will provide seating and tables for two new rooms at the Main Library, Teen Room and ThinkSpot. The Library worked with several vendors utilizing cooperative contracts specifying their needs and goals with this project.

The Library Services Department and Purchasing recommend authorizing the purchase using the Northern Arizona University cooperative contract with Atmosphere Commercial Interiors, at $50,876.25.

*5-g. Five-Year Term Contract with CDW Government, LLC and SHI International Corp. for Information Technology Solutions and Services for Various Departments throughout the City. **(Citywide)**

This contract will provide the City and participating agencies a full range of information technology solution products and services to meet varying requirements of governmental agencies. The scope of products and services available under these contracts include standard business and high-end workstations; laptop and notebook computers; network equipment; computer and network products and peripherals; monitors; various cloud, consulting, and technical support services; financing; various software products; and the contractors' comprehensive product offering.

Mesa, as the lead agency, has partnered with the National Intergovernmental Purchasing Alliance Company (National IPA) to lead this contract. The contract will be available to over 45,000 public agencies nationally. While no minimum volume is guaranteed to the suppliers, the estimated annual volume of IT Solutions purchased under this master agreement is approximately $500 million per year. The City will receive rebates annually for administering and awarding this contract.

A committee representing the Police, and Information Technology Departments, City Manager's Office, Police-Information Technology, National IPA and Purchasing evaluated responses. The evaluation committee recommends awarding the contract to the highest-scored proposals from CDW Government, LLC and SHI International Corp., at $3,100,000 annually, based on estimated usage.

*5-h. One-Year Term Contract for Electrical and Lighting Supplies for the Materials and Supply Warehouse (for Citywide Departments). **(Citywide)**

Multiple departments use this Citywide contract for their miscellaneous electrical equipment and supplies.

The Business Services Department and Purchasing recommend authorizing the purchase using the State of Arizona cooperative contract with Border States Industries, Inc., at $100,000, based on estimated usage.

*5-i. Re-Award the Three-Year Term Contract for Microfilm Conversion Services for the Police Department. **(Citywide)**

This contract will provide services to convert Police Department data from microfilm to digital media. Police, Records Division use microfilm that is becoming worn and damaged. The previous vendor is unable to satisfactorily fulfill the contract requirements.

The Police Department and Purchasing recommend re-awarding the contract to the second highest scored proposal, ICM Conversions, at $400,000 annually, based on estimated usage.

*5-j. Purchase of Falcon District Brand Signage as requested by the Economic Development Department. **(Citywide)**

Continuing to build awareness and to promote the Falcon Field Economic Activity Area, this purchase for the Falcon District signage includes the installation of two branded monument signs to be located on Greenfield and Higley Roads, south of the 202. Additionally, the City will install utility and transit signal box wraps and will mount branded banners promoting aerospace, technology, and manufacturing on light poles around the airport.

The Economic Development Department and Purchasing recommend authorizing the purchase using the City of Peoria cooperative contract with YESCO Phoenix, at $146,670.49. This purchase is funded by Local Streets Sales Tax.

*5-k. Purchase of Three Replacement Rollback Trailers for the Transportation Department. **(Citywide)**

These trailers will replace three aging equipment trailers that are at the end of their service life. The trailers will meet the needs and safety requirements for transporting the large equipment required to perform street and right-of-way maintenance.

The Transportation Department and Purchasing recommend authorizing the purchase using the National Joint Powers Alliance contract with Empire Southwest (a Mesa business), at $176,764.77. This purchase is funded by Local Streets Sales Tax.

*5-l. One-Year Renewal to the Term Contract for Radio-Based Endpoint Encoders (for Water Meter Reading) for the Water Resources Department. **(Citywide)**

This contract provides Itron radio-based endpoint encoders and accessories purchased directly from Itron, Inc., the manufacturer. The endpoint stores 40 days of hourly reads to ensure data integrity and offers advanced customer side leak detection and reverse flow and tamper alarms. Water Utility installs approximately 540 radio-based endpoint encoders on new and existing meters annually.

The Water Resources Department and Purchasing recommend authorizing the renewal with Itron, Inc., at $100,000, based on estimated usage.

*5-m. Purchase of Water Treatment Plant Shop Tools and Equipment for the New Signal Butte Water Treatment Plant as requested by the Water Resources Department. **(Citywide)**

This purchase is for tools and equipment needed for the start-up and maintenance in the various shops at the new Signal Butte Water Treatment Plant.

The Water Resources Department and Purchasing recommend awarding the contract to the lowest, responsive and responsible bidders: Copper State Bolt & Nut Co. (a Mesa business); Glendale Industrial Supply, LLC, dba UNICOA Construction and Industrial Supply; Mallory Safety & Supply LLC; and W.W. Grainger, Inc.; cumulatively not to exceed $153,000, based on estimated usage.

*5-n. One-Year Renewal to the Term Contract for Fire Hydrant Water Meters for the Water Resources Department. **(Citywide)**

This contract provides 3" fire hydrant water meters to accurately measure construction water use of fire hydrants. The meters are installed by Water Utility staff to serve contractors and other customers needing to connect to City fire hydrants for temporary construction water service and dust control purposes.

The Water Resources Department and Purchasing recommend authorizing the renewal with Badger Meter Inc., dba National Meter Automation, at $35,000, based on estimated usage.

*5-o. Greenfield Water Reclamation Plant (GWRP), Phase III Expansion Guaranteed Maximum Price (GMP) No. 2. **(Citywide)**

The City of Mesa, Town of Gilbert, and Town of Queen Creek seek to provide an additional 14 million gallons per day annual average day flow of liquids and solids treatment capacity at the existing GWRP, complete with the required infrastructure, technology, and environmental features to ensure a reliable, efficient, and expanded plant to meet the current and future demands.

Staff recommends awarding the contract for the completion of this project to McCarthy Building Companies in the amount of $120,302,333 and authorize a change order allowance $6,015,117 (5%) for a total project amount of $126,317,450. This project is funded by the Greenfield Water Reclamation Plant Joint Venture Fund, with contributions coming from its members based on usage. Mesa's portion of this GMP is $72,229,521 and is funded by 2014 authorized Wastewater Bonds.

*5-p. Sewer Pipe and Manhole Rehabilitation: Mesa Drive, Millet Avenue, Horne, and 6th Avenue. **(District 4)**

The existing sanitary sewer lines covered by this project were built during the 1950's and 1960's. The age of these pipes greatly increases their risk of failure and emergency repairs. This method of construction can be completed while leaving the pipe in place and without excavation. Similarly, the sewer manholes will be cleaned, repaired, and coated in place. Only the concrete adjustment rings will be removed and replaced.

Staff recommends awarding the contract for this project to the lowest, responsible bidder, B and F Contracting, Inc, in the amount of $1,394,294.67, and authorize a change order allowance in the amount of $139,430 (10%), for a total amount of $1,533,724.67. Funding for this project is available from the 2014 Wastewater Bond Program.

*5-q. Sidewalks at Railroad Crossing on Alma School. **(Districts 3 and 4)**

To continue to meet current railroad approach and clearance standards at the Alma School Road railroad crossing, additional safety improvements will need to be made. The project improvements for roadway and sidewalk approach at this location will facilitate greater public safety and needed clearances from railroad signals along with a smoother roadway crossing of the Union Pacific Railroad track. Mesa will participate in the federally-funded Railway-Highway Grade Crossing Program, and will be responsible

for adjusting the existing concrete sidewalks around the proposed cantilevers and gates, and installing concrete medians.

This project was previously awarded by Council on July 10, 2017, however, the previously selected contractor could not comply with the federal requirements and the project was released for bid a second time.

Staff recommends awarding the contract to the lowest, responsible bidder, AJP Electric, in the amount of $149,494, plus an additional $14,949 (10%) as a change order allowance, for a total amount of $164,443. Funding is available from the Local Streets Sales Tax, of which 94.3% will be reimbursed by Arizona Department of Transportation (Federal) Grant under the Railway-Highway Grade Crossing.

6. Take action on the following resolutions:

*6-a. Approving and authorizing the City Manager to submit the Second Substantial Amendment to the Fiscal Year 2017/2018 Annual Action Plan to the U.S. Department of Housing and Urban Development related to the allocation of funding obtained under the Community Development Block Grant (CDBG) program. This Amendment will allow for reallocation of $600,000 in CDBG funds from the Senior Center Renovation Project (247 North Macdonald) to the Eagles Park Project (828 East Broadway Road). **(District 4)** – Resolution No. 11088.

*6-b. Approving and authorizing the City Manager to enter into a Grant Agreement with the Arizona Department of Public Safety to accept $1,335,284 in Victims of Crime Act (VOCA) grant funds. The finding will be used for salaries and expenses for the Mesa Prosecutors Office, Victim Services Unit for a three-year period. **(Citywide)** – Resolution No. 11089.

*6-c. Approving and authorizing the City Manager to enter into a Lease Agreement with New Cingular Wireless PCS for a cellular site on a portion of 5950 East Virginia Street, also known as Mesa Fire Station 214. **(District 5)** – Resolution No. 11090.

*6-d. Approving and authorizing the City Manager to enter into a Development Agreement for City-Share Reimbursement with PPGN-Ray, LLLP, for the reimbursement of $100,568 for regional street and street lighting improvements that are being required by the City in conjunction with a proposed residential development known as Crismon Road at PPGN, located at 5461 South Ellsworth Road. **(District 6)** – Resolution No. 11091.

*6-e. Approving and authorizing the City Manager to enter into an Intergovernmental Agreement with the Maricopa County, Department of Transportation for the pavement rehabilitation of Adobe Road from Higley Road to Recker Road. The City will contribute an estimated $54,417 for the portion of the project that is within City boundaries that will be funded from the 2013 Streets Bond Program. **(District 5)** – Resolution No. 11092.

*6-f. Approving and authorizing the City Manager to enter into First Amendments to the Development Agreement, Ground and Air Lease, and License Agreement with 3W Management, LLC, to facilitate the development of, and job creation and retention at, the City-owned property generally located at the southwest corner of Main Street and South Pomeroy and 34 South Pomeroy, which is the development commonly known as The GRID. **(District 4)** – Resolution No. 11093.

7. Introduction of the following ordinance and setting February 26, 2018 as the date of the public hearing on this ordinance:

*7-a. **ZON17-00323 (District 5)** The 8800 to 8900 blocks of East Main Street (south side). Located west of Red Mountain Freeway on the south side of Main Street (16.4± acres). Rezoning from RS-43 and GC to GC-PAD; and Site Plan Review. This request will allow for the development of an RV dealership and storage facility. Jeff Welker, Welker Development Resources, applicant; Roger D. Overson, owner.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 6-0)

8. Discuss, receive public comment, and take action on the following ordinances:

*8-a. **ZON17-00309 (District 2)** The 5200 block of East Inverness Avenue (south side). Located east of Higley Road south of the US60 Freeway (1.9 ± acres). Rezoning from RM-3-PAD to LC; and Site Plan Review. This request will allow for the development of a commercial building. John Schoenauer, HD Management, applicant; Sevilla, LLC, owner. – Ordinance No. 5419.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

*8-b. **ZON17-00283 (District 6)** The 7100 to 7300 blocks of East Ray Road (north side). Located east of Power Road on the north side of Ray Road (56.0± acres). Rezone from LI-AF to LI-AF-PAD. This request will allow for the development of an industrial subdivision. Omar Cervantes, XCL Engineering, LLC, applicant; Phx-Mesa Gateway Airport 193, LLC, owner. – Ordinance No. 5420.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

*8-c. **ZON17-00432 (District 3)** The 800 and 900 blocks of West Southern Avenue (south side), the 1200 and 1300 blocks of South Extension Road (west side), and the 800 and 900 blocks of West Grove Avenue (north side). Located at the southwest corner of Southern Avenue and Extension Road (19.3 ± acres). PAD Amendment; Site Plan Modification. This request will allow the development of a new multiple-residence building in an existing multiple-residence complex. Reese Anderson, Pew and Lake, PLC, applicant; Edward B. Frankel, Trustee of the Frankel Family Trust, owner. – Ordinance No. 5421.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

9. Take action on the following subdivision plat:

*9-a. "Allred Ranch" **(District 2)** The 2900 to 3100 blocks of East Southern Avenue (north side), and the 900 to 1200 blocks of South Los Alamos (west side). Located east of

Lindsay Road on the north side of Southern Avenue. 108 RSL-4.5 PAD lots (25± acres). KB Home Phoenix, Inc., developer; Dan Auxier, EPS Group, engineer.

Items not on the Consent Agenda

10. Items from citizens present.

There were no items from citizens present.

11. Adjournment.

Without objection, the Regular Council Meeting adjourned at 5:57 p.m.

CITY OF MESA CORPORATE SEAL MARICOPA COUNTY, AZ

JOHN GILES, MAYOR

ATTEST:

DEE ANN MICKELSEN, CITY CLERK

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of the City Council of Mesa, Arizona, held on the 5th day of February, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

DEE ANN MICKELSEN, CITY CLERK

js

National Pricing Discount

RFP #2018011

For each item listed on the National Pricing Tab, Offerors are encouraged to provide a discount off of a verifiable price list by all manufacturers proposed. For example, Group 2, Item 5 is Keyboards. Offeror(s) may wish to propose more than one manufacturer of keyboards, such as Logitech, Fellows, Belkin, Kensington, Tripplite, etc. Offeror(s) should provide a separate discount for each manufacturer being proposed. Offeror(s) should add additional columns to the pricing page(s) in order to accommodate additional manufacturers' discounts. In addition to indicating your proposed discounts, you must also apply those discounts to the sample items in the City of Mesa Market Basket tab (below).

A. Propose a national discount off list price pricing structure. These are the minimum discounts Supplier will offer to Participating Agencies.
B. Describe the catalog or index that discounts will be taken.
C. Describe any special manufacturer pricing available to Participating Agencies.
D. Describe any special large order or large customer pricing or additional discounts available to Participating Agencies.
E. Describe any products offered by Supplier that are not captured in the pricing matrix below. Describe how Supplier proposes to price those items.

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	4.5%	SHI's Full Catalog of Systems	%	
		2) Notebooks	4.5%	SHI's Full Catalog of Systems	%	
		3) Tablets	4.5%	SHI's Full Catalog of Systems	%	
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	4.5%	SHI's Full Catalog of Systems	%	
2)	Group 2 - Input Devices	5) Keyboards	5.0%	SHI's Full Catalog of Input Devices	%	
		6) Mice	5.0%	SHI's Full Catalog of Input Devices	%	
		7) Imaging Scanners	4.0%	SHI's Full Catalog of Input Devices	%	
		8) POS Scanners	4.0%	SHI's Full Catalog of Input Devices	%	
		9) Pointing Devices	4.0%	SHI's Full Catalog of Input Devices	%	
		10) Bar Code Readers	4.0%	SHI's Full Catalog of Input Devices	%	
		11) Audio Input	4.0%	SHI's Full Catalog of Input Devices	%	
		12) Input Adapters	4.0%	SHI's Full Catalog of Input Devices	%	
		13) PC and Network Cameras	4.0%	SHI's Full Catalog of Input Devices	%	
		14) Input Cables	4.0%	SHI's Full Catalog of Input Devices	%	
		15) Input Accessories	4.0%	SHI's Full Catalog of Input Devices	%	
3)	Group 3 - Output Devices	16) Displays	4.5%	SHI's Full Catalog of Output Devices	%	
		17) Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		18) Inkjet Printres	4.5%	SHI's Full Catalog of Output Devices	%	
		19) Inkjet Photo Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		20) Laser Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		21) Label Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		22) Dot Matrix Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		23) Multi-Function Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		24) Wide Format Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		25) Multi-Function Inkjet Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		26) Wide Format Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		27) Fax Machine Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		28) Printer Accessories	4.5%	SHI's Full Catalog of Output Devices	%	
		29) Projectors	4.5%	SHI's Full Catalog of Output Devices	%	
		30) Projector Accessories	4.5%	SHI's Full Catalog of Output Devices	%	
		31) Audio Input	4.5%	SHI's Full Catalog of Output Devices	%	
		32) Video Cards	4.5%	SHI's Full Catalog of Output Devices	%	
		33) Sound Cards	4.5%	SHI's Full Catalog of Output Devices	%	
		34) Output Accessories	4.5%	SHI's Full Catalog of Output Devices	%	
		35) Printer Consumables	4.5%	SHI's Full Catalog of Output Devices	%	
4)	Group 4 - Memory	36) Desktop	4.5%	SHI's Full Catalog of Memory	%	
		37) Flash	4.5%	SHI's Full Catalog of Memory	%	
		38) Networking	4.5%	SHI's Full Catalog of Memory	%	
		39) Notebook	4.5%	SHI's Full Catalog of Memory	%	
		40) Printer / Fax	4.5%	SHI's Full Catalog of Memory	%	
		41) Server	4.5%	SHI's Full Catalog of Memory	%	
		42) Adapters Fibre Channel	4.0%	SHI's Full Catalog of Storage Devices	%	
		43) Adapters FireWire / USB	4.0%	SHI's Full Catalog of Storage Devices	%	
		44) Adapters IDE/ATA/SATA	4.0%	SHI's Full Catalog of Storage Devices	%	
		45) Adapters RAID	4.0%	SHI's Full Catalog of Storage Devices	%	
		46) Adapters SCSI	4.0%	SHI's Full Catalog of Storage Devices	%	
		47) Bridges & Routers	4.0%	SHI's Full Catalog of Storage Devices	%	
		48) Disk Arrays	4.0%	SHI's Full Catalog of Storage Devices	%	
		49) Disk Arrays JBOD	4.0%	SHI's Full Catalog of Storage Devices	%	

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
5)	Group 5 - Storage Devices	50) Drives Magneto-Optical	4.0%	SHI's Full Catalog of Storage Devices	%	
		51) Drives Removable Disks	4.0%	SHI's Full Catalog of Storage Devices	%	
		52) Fiber Channel Switches	4.0%	SHI's Full Catalog of Storage Devices	%	
		53) Hard Disks - External	4.0%	SHI's Full Catalog of Storage Devices	%	
		54) Hard Disks - Fibre Channel	4.0%	SHI's Full Catalog of Storage Devices	%	
		55) Hard Disks - IDE/ATA/S	4.0%	SHI's Full Catalog of Storage Devices	%	
		56) Hard Disks - Notebook	4.0%	SHI's Full Catalog of Storage Devices	%	
		57) Hard Disks - SCSI	4.0%	SHI's Full Catalog of Storage Devices	%	
		58) Networking Accessories	4.0%	SHI's Full Catalog of Storage Devices	%	
		59) Optical Drives - CD-ROM	4.0%	SHI's Full Catalog of Storage Devices	%	
		60) Optical Drives - CD-RW	4.0%	SHI's Full Catalog of Storage Devices	%	
		61) Optical Drives - DVD-CD	4.0%	SHI's Full Catalog of Storage Devices	%	
		62) Optical Drives - DVD-RW	4.0%	SHI's Full Catalog of Storage Devices	%	
		63) Storage Accessories	4.0%	SHI's Full Catalog of Storage Devices	%	
		64) Storage - NAS	4.0%	SHI's Full Catalog of Storage Devices	%	
		65) Storage - SAN	4.0%	SHI's Full Catalog of Storage Devices	%	
		66) Tape Autoloaders - AIT	4.0%	SHI's Full Catalog of Storage Devices	%	
		67) Tape Autoloaders - DAT	4.0%	SHI's Full Catalog of Storage Devices	%	
		68) Tape Autoloaders - DLT	4.0%	SHI's Full Catalog of Storage Devices	%	
		69) Tape Autoloaders - LTO	4.0%	SHI's Full Catalog of Storage Devices	%	
		70) Tape Drives - 4mm	4.0%	SHI's Full Catalog of Storage Devices	%	
		71) Tape Drives - 8mm/VXA	4.0%	SHI's Full Catalog of Storage Devices	%	
		72) Tape Drives - AIT	4.0%	SHI's Full Catalog of Storage Devices	%	
		73) Tape Drives - DAT	4.0%	SHI's Full Catalog of Storage Devices	%	
		74) Tape Drives - DLT	4.0%	SHI's Full Catalog of Storage Devices	%	
		75) Tape Drives - LTO/Ultrium	4.0%	SHI's Full Catalog of Storage Devices	%	
		76) Tape Drives SDLT	4.0%	SHI's Full Catalog of Storage Devices	%	
		77) Tape Drives - Travan	4.0%	SHI's Full Catalog of Storage Devices	%	
6)	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5.0%	SHI's Full Catalog of Network Equipment	%	
		79) Bridges & Routers	5.0%	SHI's Full Catalog of Network Equipment	%	
		80) Gigabit Hubs & Switches	5.0%	SHI's Full Catalog of Network Equipment	%	
		81) Concentrators & Multiplexers	5.0%	SHI's Full Catalog of Network Equipment	%	
		82) Hardware Firewalls	5.0%	SHI's Full Catalog of Network Equipment	%	
		83) Intrusion Detection	5.0%	SHI's Full Catalog of Network Equipment	%	
		84) KVM	5.0%	SHI's Full Catalog of Network Equipment	%	
		85) Modems	5.0%	SHI's Full Catalog of Network Equipment	%	
		86) Network Test Equipment	5.0%	SHI's Full Catalog of Network Equipment	%	
		87) Network Adapters	5.0%	SHI's Full Catalog of Network Equipment	%	
		88) Network Cables	5.0%	SHI's Full Catalog of Network Equipment	%	
		89) Network Accessories	5.0%	SHI's Full Catalog of Network Equipment	%	
		90) Repeaters & Transceivers	5.0%	SHI's Full Catalog of Network Equipment	%	
		91) Wireless LAN Accessories	5.0%	SHI's Full Catalog of Network Equipment	%	
		92) Token Authentication	5.0%	SHI's Full Catalog of Network Equipment	%	
		93) 10G Fiber Optic Transceivers	5.0%	SHI's Full Catalog of Network Equipment	%	
		94) 1G Fiber Optic Transceivers	5.0%	SHI's Full Catalog of Network Equipment	%	
		95) Licensing Packages (e.g. Microsoft)	4.5%	SHI's Full Catalog of Software	%	
		96) Licensing Backup	4.5%	SHI's Full Catalog of Software	%	
		97) Licensing Barcode/OC	4.5%	SHI's Full Catalog of Software	%	
		98) Licensing Business Application	4.5%	SHI's Full Catalog of Software	%	
		99) Licensing CAD/CAM	4.5%	SHI's Full Catalog of Software	%	
		100) Licensing - Cloning	4.5%	SHI's Full Catalog of Software	%	
		101) Licensing - Computer Services	4.5%	SHI's Full Catalog of Software	%	
		102) Licensince - Database	4.5%	SHI's Full Catalog of Software	%	
		103) Licensing - Development	4.5%	SHI's Full Catalog of Software	%	
		104) Licensing - Entertainment	4.5%	SHI's Full Catalog of Software	%	
		105) Licensing - Financial	4.5%	SHI's Full Catalog of Software	%	
		106) Licensing - Flow Chart	4.5%	SHI's Full Catalog of Software	%	
		107) Licensing - Graphic Design	4.5%	SHI's Full Catalog of Software	%	

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
7)	Group 7 - Software	108) Licensing - Handheld	4.5%	SHI's Full Catalog of Software	%	
		109) Licensing - Network OS	4.5%	SHI's Full Catalog of Software	%	
		110) Licensing - OS	4.5%	SHI's Full Catalog of Software	%	
		111) Licensing - Personal Organization	4.5%	SHI's Full Catalog of Software	%	
		112) Licensing - Presentation	4.5%	SHI's Full Catalog of Software	%	
		113) Licensing - Reference	4.5%	SHI's Full Catalog of Software	%	
		114) Licensing - Report Analysis	4.5%	SHI's Full Catalog of Software	%	
		115) Licensing - Spreadhseet	4.5%	SHI's Full Catalog of Software	%	
		116) Licensing - Utilities	4.5%	SHI's Full Catalog of Software	%	
		117) Licensing - Warranties	4.5%	SHI's Full Catalog of Software	%	
		118) Licensing - Web Development	4.5%	SHI's Full Catalog of Software	%	
		119) Licensing - Word Processing	4.5%	SHI's Full Catalog of Software	%	
		120) Software - Backup	4.5%	SHI's Full Catalog of Software	%	
		121) Software - Barcode / OCR	4.5%	SHI's Full Catalog of Software	%	
		122) Software - Business Application	4.5%	SHI's Full Catalog of Software	%	
		123) Software - CAD/CAM	4.5%	SHI's Full Catalog of Software	%	
		124) Software - Cloning	4.5%	SHI's Full Catalog of Software	%	
		125) Software - Computer Services	4.5%	SHI's Full Catalog of Software	%	
		126) Software - Database	4.5%	SHI's Full Catalog of Software	%	
		127) Software - Development	4.5%	SHI's Full Catalog of Software	%	
		128) Software - Entertainment	4.5%	SHI's Full Catalog of Software	%	
		129) Software - Financial	4.5%	SHI's Full Catalog of Software	%	
		130) Software - Flow Chart	4.5%	SHI's Full Catalog of Software	%	
		131) Software - Graphic Design	4.5%	SHI's Full Catalog of Software	%	
		132) Software - Handheld	4.5%	SHI's Full Catalog of Software	%	
		133) Software - OS	4.5%	SHI's Full Catalog of Software	%	
		134) Software - Personal Organization	4.5%	SHI's Full Catalog of Software	%	
		135) Software - Presentation	4.5%	SHI's Full Catalog of Software	%	
		136) Software - Reference	4.5%	SHI's Full Catalog of Software	%	
		137) Software - Report Analysis	4.5%	SHI's Full Catalog of Software	%	
		138) Software - Spreadsheet	4.5%	SHI's Full Catalog of Software	%	
		139) Software - Utilities	4.5%	SHI's Full Catalog of Software	%	
		140) Software - Warranties	4.5%	SHI's Full Catalog of Software	%	
		141) Software - Web Development	4.5%	SHI's Full Catalog of Software	%	
		142) Software - Word Processing	4.5%	SHI's Full Catalog of Software	%	
8)	Group 8 - Media Supplies	143) Media - 4mm tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		144) Media - AIT tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		145) Media - DAT tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		146) Media - DLT tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		147) Media LTO / Ultrium tape drive	4.0%	SHI's Full Catalog of Media Supplies	%	
		148) Media - Magneto - Optical	4.0%	SHI's Full Catalog of Media Supplies	%	
		149) Media - Optical	4.0%	SHI's Full Catalog of Media Supplies	%	
		150) Media - SLR tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		151) Media - Travan tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		152) Media - VXA tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		153) Media - zip	4.0%	SHI's Full Catalog of Media Supplies	%	
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4.0%	SHI's Full Catalog of Collobration and IP Telephony	%	
		155) Video conferencing products	4.0%	SHI's Full Catalog of Collobration and IP Telephony	%	
		156) Voice gateways / servers	4.0%	SHI's Full Catalog of Collobration and IP Telephony	%	
		157) Headsets	4.0%	SHI's Full Catalog of Collobration and IP Telephony	%	
		158) Audo conferencing products	4.0%	SHI's Full Catalog of Collobration and IP Telephony	%	
		159) Analog phones	4.0%	SHI's Full Catalog of Collobration and IP Telephony	%	
		160) Accessories	4.0%	SHI's Full Catalog of Collobration and IP Telephony	%	
		161) Advanced Integration	4.0%	SHI's Full Catalog of Other	%	
		162) Asset Disposal	4.0%	SHI's Full Catalog of Other	%	

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
		163) Asset Management	4.0%	SHI's Full Catalog of Other	%	
		164) Cables	4.0%	SHI's Full Catalog of Other	%	
		165) Cables - custom	4.0%	SHI's Full Catalog of Other	%	
		166) Cables - printer	4.0%	SHI's Full Catalog of Other	%	
		167) Complex warranties	4.0%	SHI's Full Catalog of Other	%	
		168) Desktop Accessories	4.0%	SHI's Full Catalog of Other	%	
		169) Display Accessories	4.0%	SHI's Full Catalog of Other	%	
		170) Electronic Services	4.0%	SHI's Full Catalog of Other	%	
		171) Handheld Accessories	4.0%	SHI's Full Catalog of Other	%	
		172) Imaging Accessories	4.0%	SHI's Full Catalog of Other	%	
		173) Imaging - Camcorders	4.0%	SHI's Full Catalog of Other	%	
		174) Imaging - Digital Cameras	4.0%	SHI's Full Catalog of Other	%	
		175) Internal Lab Service	4.0%	SHI's Full Catalog of Other	%	
		176) Lab fees	4.0%	SHI's Full Catalog of Other	%	
		177) Managed Services	4.0%	SHI's Full Catalog of Other	%	
		178) Miscellaneous solutions	4.0%	SHI's Full Catalog of Other	%	
		179) Mounting hardware for vehicles	4.0%	SHI's Full Catalog of Other	%	
		180) Networking Warranties	4.0%	SHI's Full Catalog of Other	%	
		181) Notebook Accessories	4.0%	SHI's Full Catalog of Other	%	
		182) Notebook Batteries	4.0%	SHI's Full Catalog of Other	%	
		183) PC Lab order services	4.0%	SHI's Full Catalog of Other	%	
		184) POS Accessories	4.0%	SHI's Full Catalog of Other	%	
		185) POS Displays	4.0%	SHI's Full Catalog of Other	%	
		186) Power Accessories	4.0%	SHI's Full Catalog of Other	%	
		187) Power Surge Protection	4.0%	SHI's Full Catalog of Other	%	
		188) Power UPS	4.0%	SHI's Full Catalog of Other	%	
		189) Server Accessories	4.0%	SHI's Full Catalog of Other	%	
		190) Service Charge	4.0%	SHI's Full Catalog of Other	%	
		191) System Components	4.0%	SHI's Full Catalog of Other	%	
		192) Training Courses	4.0%	SHI's Full Catalog of Other	%	
		193) Training Reference Manuals	4.0%	SHI's Full Catalog of Other	%	
		194) Warranties - Electronic	4.0%	SHI's Full Catalog of Other	%	
		195) iPAD / Tablet Styles	4.0%	SHI's Full Catalog of Other	%	
		196) Mouse / Wrist Pads	4.0%	SHI's Full Catalog of Other	%	
		197) Security Locks and Hardware	4.0%	SHI's Full Catalog of Other	%	
		198) Tools	4.0%	SHI's Full Catalog of Other	%	
		199) Document Scanner Accessories	4.0%	SHI's Full Catalog of Other	%	
		200) Flatbed Scanners	4.0%	SHI's Full Catalog of Other	%	
		201) Mobile Scanners	4.0%	SHI's Full Catalog of Other	%	
		202) Network Scanners	4.0%	SHI's Full Catalog of Other	%	
		203) Sheetfed Scanners	4.0%	SHI's Full Catalog of Other	%	
		204) Wide Format Scanners	4.0%	SHI's Full Catalog of Other	%	
		205) Workgroup / Department Scanner	4.0%	SHI's Full Catalog of Other	%	
		206) Build to Order Desktops	4.0%	SHI's Full Catalog of Other	%	
		207) Nettop	4.0%	SHI's Full Catalog of Other	%	
		208) Point of Sale	4.0%	SHI's Full Catalog of Other	%	
		209) Ultra Small Form Factor	4.0%	SHI's Full Catalog of Other	%	
		210) Apple / Mac Memory Upgrades	4.0%	SHI's Full Catalog of Other	%	
10)	Group 10 - Other	211) Chips / SIMMs/SIPPs / ROMs	4.0%	SHI's Full Catalog of Other	%	
		212) Computer Cases	4.0%	SHI's Full Catalog of Other	%	
		213) CPUs / Fans	4.0%	SHI's Full Catalog of Other	%	
		214) Memory Accessories	4.0%	SHI's Full Catalog of Other	%	
		215) Motherboards / Chassis	4.0%	SHI's Full Catalog of Other	%	
		216) 1 - 2 port Serial Boards	4.0%	SHI's Full Catalog of Other	%	
		217) 3+ port Serial Boards	4.0%	SHI's Full Catalog of Other	%	
		218) Console Server	4.0%	SHI's Full Catalog of Other	%	
		219) Device Server	4.0%	SHI's Full Catalog of Other	%	
		220) Terminal Server	4.0%	SHI's Full Catalog of Other	%	

Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	If applicable, you may add additional manufacturers/discounts: Proposed Discount	Manufacturer Name
		221) Content Management	4.0%	SHI's Full Catalog of Other	%	
		222) Firewall / VPN Applicances	4.0%	SHI's Full Catalog of Other	%	
		223) Multifunction Security Appliances	4.0%	SHI's Full Catalog of Other	%	
		224) Network Camera Accessories	4.0%	SHI's Full Catalog of Other	%	
		225) Network Cameras	4.0%	SHI's Full Catalog of Other	%	
		226) Physical/Environmental Security	4.0%	SHI's Full Catalog of Other	%	
		227) Security Applicance Accessories	4.0%	SHI's Full Catalog of Other	%	
		228) Security Tokens	4.0%	SHI's Full Catalog of Other	%	
		229) Unified Threat Management	4.0%	SHI's Full Catalog of Other	%	
		230) 2-way Radios / Walkie Talkies	4.0%	SHI's Full Catalog of Other	%	
		231) Apple Notebooks	4.0%	SHI's Full Catalog of Other	%	
		232) Convertible PCs / Slate PCs / iPAD	4.0%	SHI's Full Catalog of Other	%	
		233) iPAD	4.0%	SHI's Full Catalog of Other	%	
		234) Slate Tablet Computers	4.0%	SHI's Full Catalog of Other	%	
		235) GPS / PDA	4.0%	SHI's Full Catalog of Other	%	
		236) Wireless Communication Devices	4.0%	SHI's Full Catalog of Other	%	
		237) Batteries	4.0%	SHI's Full Catalog of Other	%	
		238) Power Supplies / Adapters	4.0%	SHI's Full Catalog of Other	%	
		239) Rackmountain Equipment	4.0%	SHI's Full Catalog of Other	%	
		240) Remote Power Management	4.0%	SHI's Full Catalog of Other	%	
		241) Surge Suppressors	4.0%	SHI's Full Catalog of Other	%	
		242) UPS / Battery Backup	4.0%	SHI's Full Catalog of Other	%	
		243) 14" & smaller LCD Display	4.0%	SHI's Full Catalog of Other	%	
		244) 15-19" LCD Display	4.0%	SHI's Full Catalog of Other	%	
		245) 15-19" Wide LCD Display	4.0%	SHI's Full Catalog of Other	%	
		246) 15-19" Wide LED Display	4.0%	SHI's Full Catalog of Other	%	
		247) 20-30" LCD Display	4.0%	SHI's Full Catalog of Other	%	
		248) 20-30" Wide LCD Display	4.0%	SHI's Full Catalog of Other	%	
		249) 20-30" Wide LED Display	4.0%	SHI's Full Catalog of Other	%	
		250) PCoIP and Zero Client Displays	4.0%	SHI's Full Catalog of Other	%	
		251) Arm Mounts	4.0%	SHI's Full Catalog of Other	%	
		252) Ceiling Mounts	4.0%	SHI's Full Catalog of Other	%	
		253) Combo Mounts	4.0%	SHI's Full Catalog of Other	%	
		254) Desktop Stands / Risers	4.0%	SHI's Full Catalog of Other	%	
		255) Flat Wtal Mounts	4.0%	SHI's Full Catalog of Other	%	
		256) Mount Accessories	4.0%	SHI's Full Catalog of Other	%	
		257) Pole Display	4.0%	SHI's Full Catalog of Other	%	
		258) Stands / Carts / Feet	4.0%	SHI's Full Catalog of Other	%	
		259) Tilt Wall Mounts	4.0%	SHI's Full Catalog of Other	%	
		260) C-Cure Products	4.0%	SHI's Full Catalog of Other	%	
		261) Istar Products	4.0%	SHI's Full Catalog of Other	%	
11)	Group 11 - Services	**SERVICE**	**STANDARD HOURLY RATE**	**DISCOUNT FROM STANDARD RATE**	SHI will work with local partners when possible to insure the City is getting the best value. Prices for Services will vary depending on the local partners. The rates below are an average.	
		Design and Analysis	12500.0%	4%		
		Configuration	16500.0%	4%		
		Implementation	18500.0%	4%		
		Installation	18500.0%	4%		
		Training	9900.0%	4%		
		Maintenance & Support	9900.0%	4%		
		Additional Services Offered (please list any additional services offered and applicable discount / fees on a separate page and attach)	See #12	%		
12)	Group 12 - Additional Products/Services Not Identified	All other Current and Future Products not specifically identified here will be offered at a 4% discount off SHI Advertised List price. Please see description below for more information on SHI's proposed discount model for this contract.				
		Respondents please add				
		Respondents please add				
		Respondents please add				
		Respondents please add				
		Respondents please add				
		Respondents please add				

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name

All discounts articulated here represent the minimum discounts off SHI Advertised List Price, actual discounts may be significantly higher.
The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customers in the public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be located on www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.
SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. Other vendors may use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When a vendor manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.
If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

Department of Administration
Purchasing Division

99SWC-S108 | cloud services | Permissive for state agencies

Cloud Services

Contract Overview

These are Statewide Contracts to allow for the purchase of Cloud Services (Software-as-a-Service [SaaS], Platform-as-a-Service [PaaS], and Infrastructure-as-a-Service [IaaS]) from contracted vendors and their fulfillment partners.

Permissive Users

These contracts may be used by State Agencies, the Nevada System of Higher Education, the Court System, the Legislative Counsel Bureau and all Political Subdivisions within the State of Nevada.

Quick Links to Vendors

- Accenture (99SWC-NV22-9482)
- Carahsoft Technology Corporation (99SWC-NV18-421)
- Carahsoft Technology Corporation (99SWC-NV21-7083)
- CDW Government LLC (99SWC-NV21-8313)
- CenturyLink (99SWC-NV18-429)
- CherryRoad Technologies (99SWC-NV18-422)
- Deloitte Consulting LLP (99SWC-NV18-423)
- Environmental Systems Research Institute, Inc. (99SWC-NV22-10326)
- Hyland Software, Inc. (99SWC-NV21-7084)
- Insight Public Sector, Inc. (99SWC-NV18-413)
- NTT Data Services (99SWC-NV22-10236)
- Oracle America, Inc. (99SWC-NV22-10300)
- Quest Media & Supplies, Inc. (99SWC-NV18-419)
- SHI International Corporation (99SWC-NV18-417)
- SHI International Corporation (99SWC-NV21-8395)
- Smartronix, Inc. (99SWC-NV20-4203)
- Visionary Integration Professionals, LLC (99SWC-NV22-9935)
- VMWare (99SWC-NV18-428)
- WellSky Human & Social Services Corporation (99SWC-NV22-10147)

Ordering Instructions

Agencies can work directly with contracted vendors or through the Contract Administrator to develop a Service Agreement/Work Plan.

Agencies are required to complete a Service Agreement/Work Plan for each order with approval prior to the start of services. The Service Agreement/Work Plan requires the same approval as a standard contract for services (e.g. Agency Administrator, Deputy AG, CETS Entry, BOE/Clerk) based on the Service Agreement/Work Plan value; and a Technology Investment Request (TIR) if applicable. The Service Agreement/Work Plan does not require the standard contract document. Service Agreement/Work Plan must reference the vendor specific Master Agreement Number and CETS Number.

The Service Agreement/Work Plan template and Cloud Checklist are attached to the Solicitation in NevadaEPro. Each Service Agreement/Work Plan requires an insurance schedule based on the risk level, because the Statewide Contracts allows for multiple insurance levels.

The Work Plan must include (at a minimum):

- Scope of Work
- Consideration

- Insurance risk lever for cyber liability (Low, Medium, or High)
- TIR or Waiver, if applicable
- Cloud Checklist
- Approval in accordance with SAM Section 322, Subsection 1

Due to varying agency approval processes, you may need copies of the Participating Addendum for approval. The vendor specific Participating Addenda are available for download below and in NevadaEPro.

For CETS Entry, the contract type is **"Other (include description)"**, the contract type description is **"MSA Work Plan"**, and the purpose of contract should begin **"This is a new Service Agreement/Work Plan under Statewide contract #XXXXX which provides Cloud Services. This Service Agreement/Work Plan is for …"**

Send the Service Agreement/Work Plan, signed by the vendor and agency and DAG, to the state purchasing contract administrator listed below (email is preferred) for review and approval.

State purchasing will then enter the work plan into NevadaEPro as a release Purchase Order and route the document for approval under standard contract approval procedures based on the Work Plan value, with BOE or Clerk of the Board approval prior to the start of services.

Once authorized by the Clerk or BOE, state purchasing will send the fully authorized work plan to the vendor via NevadaEPro and notify the requestor.

For Political Subdivisions:

Contact the vendor contact person listed below for assistance in selecting the appropriate services.

Complete the Work Plan.

Send the work plan to the vendor contact for authorization and signature from the vendor.

Obtain authorization and signature in accordance with the policies and procedures of the using political subdivision, along with any Purchase Order or other required documentation.

The vendor will process the order and issue an invoice directly to the using political subdivision.

Contract Administrator	Primary: Ryan Vradenburg (775) 684-0197 rvradenburg@admin.nv.gov
Solicitation Documents	Bid Solicitation 99SWC-S108

Vendor(s)

Vendor Name	**Accenture (99SWC-NV22-9482)**
Vendor Number	
Contract Period	08/31/2021 through 09/15/2026
Vendor Contact(s)	
Vendor Contract Documents	Master Blanket Purchase Order 99SWC-NV22-9482
Vendor Name	**Carahsoft Technology Corporation (99SWC-NV18-421)**
Vendor Number	PUR0004357
Contract Period	06/09/2017 through 09/08/2026
Vendor Specific Instructions	See ordering instruction above.

Carahsoft Technology Corporation is a cloud services solutions provider.

Fulfillment partners include:
Accela, Acquia, Akamai, Anaplan, AODocs, CA Technologies, Case Commons, CIS, DocuSign, EKS&H, F5 Networks, FireEye, Google, GovDelivery, Imperva, Mediware, New Relic, Okta, Palo Alto, PowerDMS, Proofpoint, QTS Realty Trust, Qualtrics, Salesforce, SAP, SecureWorks, ServiceNow, SkyHigh, Socrata, Splunk, Symantec, Venyu, Vertiba Professional Services, Virtru Corporation, Virtustream, VMware, Workiva, Zscaler

Vendor Contact(s)
statewide
Bethany Blackwell
NASPO@carahsoft.com
1860 Michael Faraday Dr. Ste. 100
Reston, VA 20190
(703) 230-7435 |

Vendor Contract Documents: Master Blanket Purchase Order 99SWC-NV18-421
Vendor Website: http://www.carahsoft.com/buy/slg-contracts/all-states/naspo-valuepoint

Vendor Name: **Carahsoft Technology Corporation (99SWC-NV21-7083)**
Vendor Number: PUR0004357
Contract Period: 12/29/2020 through 09/15/2026
Vendor Specific Instructions: OMNIA - Region 4 ESC, Texas
Vendor Contact(s)
Vendor Contract Documents: Master Blanket Purchase Order 99SWC-NV21-7083

Vendor Name: **CDW Government LLC (99SWC-NV21-8313)**
Vendor Number: PUR0000186
Contract Period: 04/22/2021 through 02/28/2023
Vendor Specific Instructions: OMNIA – City of Mesa, AZ
Product Offering:
Various SVAR, SaaS, IaaS, and PaaS solutions.

Vendor Contact(s)
statewide
Mitchell Funk
mitcfun@cdwg.com
230 N Milwaukee Ave
Vernon Hills, IL 60061
statewide
Michael Schlossberg
mikesch@cdwg.com
230 N Milwaukee Ave
Vernon Hills, IL 60061

Vendor Contract Documents: Master Blanket Purchase Order 99SWC-NV21-8313
Vendor Website: https://www.omniapartners.com/fileadmin/public-sector/suppliers/A-D/CDW-G/Contract_Documents/2018011-01/CDW-G_Pricing.pdf

Vendor Name: **CenturyLink (99SWC-NV18-429)**
Vendor Number: PUR0000402
Contract Period: 06/19/2018 through 09/08/2026
Vendor Specific Instructions: See ordering instructions above.

CenturyLink (NYSE: CTL) is a global communications, hosting, cloud and IT services company enabling millions of customers to transform their businesses and their lives through innovative technology solutions. CenturyLink offers network and data systems management, Big Data analytics and IT consulting, and operates more than 55 data

centers in North America, Europe and Asia. The company provides broadband, voice, video, data and managed services over a robust 250,000-route-mile U.S. fiber network and a 300,000-route-mile international transport network. Visit CenturyLink for more information.

Vendor Contact(s)	northern Ellen Walker ellen.walker@centurylink.com 6700 Via Austi Pkwy Las Vegas, NV 89119 (702) 244-1494 |
Vendor Contract Documents	Master Blanket Purchase Order 99SWC-NV18-429
Vendor Website	https://www.ctl.io
Vendor Name	**CherryRoad Technologies (99SWC-NV18-422)**
Vendor Number	
Contract Period	04/10/2018 through 09/08/2026
Vendor Specific Instructions	See ordering instructions above.

CherryRoad Technologies Inc. is a full-service cloud solution provider with a focus on supporting public sector clients, specifically state and local governments. We provide Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS), and Software-as-a-Service (SaaS) solutions along multiple product lines. In addition to being an Oracle Platinum partner and a valued added reseller of ADP and DRFortress solutions, CherryRoad provides hosting, support and Enterprise Resource Planning software solutions within the Cloud.

Vendor Contact(s)	statewide Larry Hymson lhymson@cherryroad.com 301 Gibraltar Drive, Suite 2C Morris Plains, NJ 07950 (708) 738-4731 | statewide Amy Werthmann awerthmann@cherryroad.com 301 Gibraltar Drive, Suite 2C Morris Plains, NJ 07950 (708) 220-6225 |
Vendor Contract Documents	Master Blanket Purchase Order 99SWC-NV18-422
Vendor Website	https://www.cherryroad.com/cherryroad-technologies-and-naspo-valuepoint/
Vendor Name	**Deloitte Consulting LLP (99SWC-NV18-423)**
Vendor Number	T27024237
Contract Period	05/08/2018 through 09/08/2026
Vendor Specific Instructions	See ordering instructions above.

Deloitte’s unparalleled state government consulting practice, cloud and cybersecurity capabilities, and experience assisting state IT organizations with consolidation and cloud transformation makes us the ideal partner for Nevada’s cloud needs. Our Government and Public Services (GPS) practice is one of the largest industry practices within our firm. We have broad experiences in Public Sector business practices and solutions, and a depth of knowledge on government financial and administrative services, including budget consultation services.

Deloitte offers a full-service cloud and IT consultancy with experience assisting state IT organizations with cloud transformations at scale. We are:

- **Committed to the Cloud.** Deloitte is committed to the evolution of our cloud practice and capabilities. This commitment is reflected in the growth of our practice to 3,000 cloud practitioners and industry specific cloud solutions.
- **Delivering State IT Transformation at Scale.** Deloitte's government practice is the largest capability within our organization. We deliver government consulting services, IT implementations, and transformations at scale for some of our largest clients.
- **Experienced with NASPO Value Point Cloud.**Predating NASPO Cloud Solutions, Deloitte was a contract holder for "WSCA Public Cloud Hosting Services (PCHS) MA265", which was valid from 2012-2017. Deloitte had the most Participating Addendum's in place (16) under WSCA PCHS, which included not just state agencies, but also local government, municipalities, and education institutions. This history provides the state with comprehensive past performance experiences in technical delivery, cloud solutions, and NASPO cloud procurement.
- **Accredited by Top Cloud Providers.** Our full scope of services have been recognized by leading cloud provider programs, including over 300 certified architects in AWS alone.

AWS Accreditations

Premier Consulting Partner

Managed Services Partner

Channel Reseller Partner

Authorized Government Partner

GovCloud (US) Skills Partner

Government Competency

Security Competency

Migration Competency (Consulting)

Migration Competency (Technical)

Financial Services Competency

Life Sciences Competency (Technical)

Machine Learning Competency

Google Accreditations

Premier Partner

Reseller Partner

Microsoft Accreditation

Gold Equivalent

Fulfillment partners include:

Amazon Web Services, OpenGov, Deloitte HHS Interactive, Deloitte Child Support Beacon

Vendor Contact(s)	statewide

	Thomas Beck thbeck@deloitte.com 50 S 6th St Ste 2800 Minneapolis, MN 55402 (612) 397-4000 | Fax:(313) 396-3618
Vendor Contract Documents	Master Blanket Purchase Order 99SWC-NV18-423
Vendor Website	https://www2.deloitte.com/us/en.html
Vendor Name	**Environmental Systems Research Institute, Inc. (99SWC-NV22-10326)**
Vendor Number	PUR0000307
Contract Period	12/20/2021 through 09/15/2026
Vendor Contact(s)	statewide Vicki Perez naspo-ar2452-admin@esri.com 380 New York St Redlands, CA 92373 (909) 793-2853 ext. 4309 |
Vendor Contract Documents	Master Blanket Purchase Order 99SWC-NV22-10326
Vendor Website	https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/environmental-systems-research-institute-inc-esri/
Vendor Name	**Hyland Software, Inc. (99SWC-NV21-7084)**
Vendor Number	T29031532
Contract Period	11/10/2020 through 09/08/2026
Vendor Contact(s)	
Vendor Contract Documents	Master Blanket Purchase Order 99SWC-NV21-7084
Vendor Name	**Insight Public Sector, Inc. (99SWC-NV18-413)**
Vendor Number	PUR0004545
Contract Period	02/07/2018 through 09/15/2026
Vendor Specific Instructions	See ordering instructions above.
	Insight Public Sector, Inc. has 30 years of experience as a leading technology provider of hardware, software and service solutions to public sector customers throughout the United States. Our IT Solutions have the ability to provide a menu of cloud solutions offerings that will ultimately increase the technology department's overall efficiency, reduce costs, improve operational scalability, provide business continuity, increase collaboration efficiencies, and allow for expanded flexibility in work practices and system improvements.
Vendor Contact(s)	statewide Tammy Freeman tammy.freeman@insight.com , (512) 382-4465 | Fax:(480) 760-7585 statewide Pam Potter SLEDcontracts@insight.com 2250 Pinehurst Blvd., #200 Addison, IL 60101-6100 (480) 366-7027 |
Vendor Contract Documents	Master Blanket Purchase Order 99SWC-NV18-413
Vendor Website	https://www.ips.insight.com/naspo

Vendor Name	**NTT Data Services (99SWC-NV22-10236)**
Vendor Number	T27042679
Contract Period	11/30/2021 through 09/15/2026
Vendor Contact(s)	
Vendor Contract Documents	Master Blanket Purchase Order 99SWC-NV22-10236
Vendor Name	**Oracle America, Inc. (99SWC-NV22-10300)**
Vendor Number	PUR0003645
Contract Period	12/08/2021 through 09/15/2026
Vendor Contact(s)	
Vendor Contract Documents	Master Blanket Purchase Order 99SWC-NV22-10300
Vendor Name	**Quest Media & Supplies, Inc. (99SWC-NV18-419)**
Vendor Number	
Contract Period	09/12/2017 through 09/08/2026
Vendor Specific Instructions	See ordering instruction above.

Quest facilitates strategic partnerships with cutting-edge providers to aggregate the necessary services. Examples of SaaS solutions that Quest provides include Fraud Detection Systems, Fuel Supply Management solutions, infrastructure agnostic Cloud Application Management and Orchestration Platforms, Backups as a Service, Security as a Service, Endpoint Security as a Service, DR as a Service, Video Surveillance as a Service and many more.

Fulfillment partners include:

Allgress, Cylance, DataEndure, Dimension Data, Gilbarco Veeder-Root, Inspired eLearning, Jive Communications, Morpheus Data, pdvWireless, Pondera Solutions, Solodev, SpendBridge, Tanium, Trianz, Veeam,

Vendor Contact(s)	statewide Amy Comi NASPOValuePoint@questsys.com 9000 Foothills Blvd. Ste. 100 Roseville, CA 95747 Toll-Free:(800) 326-4220 | (916) 609-8071 |
Vendor Contract Documents	Master Blanket Purchase Order 99SWC-NV18-419
Vendor Website	http://www.questsys.com/naspo-valuepoint.aspx
Vendor Name	**SHI International Corporation (99SWC-NV18-417)**
Vendor Number	PUR0001595
Contract Period	10/10/2017 through 09/08/2026
Vendor Specific Instructions	

See ordering instructions above.

Founded in 1989, SHI is a $7.5 billion global provider of information technology products and services to Corporate, Enterprise, Public Sector and Academic customers of all sizes. From software and hardware procurement to IT asset management and cloud computing, SHI delivers custom IT solutions for every aspect of your environment.

Fulfillment partners include:

	Amazon Web Services, Microsoft, CA, Ascent Innovations, CORL Technologies, GovQA, Ingalls InfoSec, JUMP Technology, OpenGov, Paladin Data, Pegasystems, ProCloud, SmartSimple, StreamLink, Transformyx
Vendor Contact(s)	statewide Nick Grappone nick_grappone@shi.com 290 Davidson Avenue Somerset, NJ 08873 (732) 564-8189 |
Vendor Contract Documents	Master Blanket Purchase Order 99SWC-NV18-417
Vendor Website	https://www.shi.com/
Vendor Name	**SHI International Corporation (99SWC-NV21-8395)**
Vendor Number	
Contract Period	10/22/2021 through 02/28/2023
Vendor Specific Instructions	Omnia – City of Mesa, AZ Product Offering: Various SVAR, SaaS, IaaS, and PaaS solutions.
Vendor Contact(s)	statewide Gina Sotelo gina_sotelo@shi.com 290 Davidson Ave Somerset, NJ 08873 (775) 505-4161 |
Vendor Contract Documents	Master Blanket Purchase Order 99SWC-NV21-8395
Vendor Website	https://www.omniapartners.com/publicsector/suppliers/shi/contract-documentation#c35928
Vendor Name	**Smartronix, Inc. (99SWC-NV20-4203)**
Vendor Number	
Contract Period	09/12/2017 through 09/08/2026
Vendor Specific Instructions	See ordering instruction above. Smartronix, Inc. is a U.S. based information technology and engineering solutions provider specializing in Cloud Computing, Cyber Security, Health IT, Network Operations, and Mission-Focused Engineering. Fulfillment partners include: Amazon Web Services, Microsoft Azure
Vendor Contact(s)	statewide Joel Parris jmparris@smartronix.com 44150 Smartronix Way Hollywood, MD 20636 (317) 485-5134 |
Vendor Contract Documents	Master Blanket Purchase Order 99SWC-NV20-4203
Vendor Website	https://www.smartronix.com/doing-business/contracting-vehicles/NASPO-ValuePoint/Pages/default.aspx
Vendor Name	**Visionary Integration Professionals, LLC (99SWC-NV22-9935)**
Vendor Number	
Contract Period	10/26/2021 through 9/15/2026
Vendor Specific Instructions	Product Offering:

	Various SaaS, IaaS, and PaaS solutions.
Vendor Contact(s)	statewide Stephen Carpenter scarpenter@trustvip.com 80 Iron Point Cir, Ste 100 Folsom, CA 95630
Vendor Contract Documents	Master Blanket Purchase Order 99SWC-NV22-9935
Vendor Website	https://nevadaepro.com/bso/external/purchaseorder/poSummary.sdo?docId=99SWC-NV22-9935&releaseNbr=0&external=true&parentUrl=close
Vendor Name	**VMWare (99SWC-NV18-428)**
Vendor Number	T29010938
Contract Period	06/19/2018 through 09/08/2026
Vendor Specific Instructions	See ordering instructions above.
	VMware is a global leader in cloud infrastructure and business mobility. VMware accelerates customers' digital transformation journey by enabling agencies and enterprises to master a software-defined approach to business and IT. With VMware solutions, agencies and organizations are creating exceptional experiences by mobilizing everything, responding faster to opportunities with modern data and apps hosted across hybrid clouds, and safeguarding customer trust with a defense-in-depth approach to cybersecurity.
Vendor Contact(s)	statewide Katrina Tuel, Sr. Contracts Manager NASPO-VP@vmware.com 12100 Sunset Hills Road, Suite 600 Reston, VA 20190 (571) 375-3313 |
Vendor Contract Documents	Master Blanket Purchase Order 99SWC-NV18-428
Vendor Website	https://www.vmware.com/solutions/industry/government.html
Vendor Name	**WellSky Human & Social Services Corporation (99SWC-NV22-10147)**
Vendor Number	T29002036
Contract Period	08/11/2020 through 09/15/2026
Vendor Contact(s)	
Vendor Contract Documents	Master Blanket Purchase Order 99SWC-NV22-10147

Publisher / Product Group	Key Expiration Month	FY26-27 Customer Extended Price (USD)
Arctic Wolf Networks	July-26	$116,694.33
Microsoft Licensing	August-26	$322,683.80
Palo Alto Networks	August-26	$106,948.93
NinjaOne	August-26	$15,075.11
Bluebeam Software	August-26	$14,580.55
OpenText (Xmedius)	August-26	$5,326.76
Cisco Systems	August-26	$721.79
VMware	September-26	$60,167.18
AutoDesk Licensing	October-26	$17,111.47
Keeper Licensing	November-26	$2,222.39
Adobe Licensing	December-26	$27,218.45
Rubrik	December-26	$4,256.28
Veeam	January-27	$4,878.97
Hewlett Packard Enterprise	February-27	$9,249.25
ProofPoint	March-27	$26,235.30
TOTAL BUDGET		***$733,370.56***

Reset

Cooperative Contract Links

The State of Nevada has joined a cooperative contract solicited and managed by another government entity pursuant to NRS 333.475. This page provides links to the Prime Contract documentation and other information about the cooperative contract and its use. If you have questions about any of the information below, contact the listed Nevada contract administrator or the vendor directly.

Contract Description

Information Technology Products and Services

Vendor Name

SHI

Nevada Contract Administrator

Thomas Helms

Contract Administrator Email

t.helms@admin.nv.gov

NevadaEPro Blanket Number

99SWC-NV25-25461

NevadaEPro Solicitation Number (if applicable)

Lead Agency

City of Mesa, AZ

Purchasing Cooperative

OMNIA Partners

Lead Agency Contract Number

2024056-02

Lead Agency Solicitation Number

2024056-02

Solicitation Documentation (link to website where cooperative solicitation documents are hosted)

https://www.omniapartners.com/suppliers/shi/public-sector/contract-documents#contract-196

Prime Contract (link to website where contract documents are hosted)

https://www.omniapartners.com/suppliers/shi/public-sector/contract-documents#contract-196

Vendor Website (link to vendor's website)

https://www.shi.com/shop/search/software/document-management

Instructions for Use (link to statewide contracts page on Purchasing website)

https://purchasing.nv.gov/Contracts/Documents/Software_Value_Added_Resources/

Additional Information (if applicable)

Print to Save

Docusign Envelope ID: 81698A80-947F-460F-9F75-EDE0AD709C95

STATE OF NEVADA STATEWIDE CONTRACT VIA COOPERATIVE

Nevada Contract No.	**99SWC-NV25-25461**
Cooperative Contract No.	**2024056-02**
Solicitation No. and Agency	**2024056-02 "City of Mesa" Omnia Partners**
Title	**Information Technology Products and Services**

Government Entity	**Nevada State Purchasing of the Department of Administration (State Purchasing)**		
Address	**515 E Musser St, Ste 300**		
City, State, Zip Code	**Carson City, NV 89701**		
Contact	**Thomas Helms**		
Phone	**775-531-3307**	Email	**t.helms@admin.nv.gov**

Contractor	**SHI International Corp.**		
Address	**290 Davidson Ave**		
City, State, Zip Code	**Somerset, NJ 08873**		
Contact	**Amelia Jakubczyk**		
Phone	**(303) 882-8012**	Email	**amelia_jakubczyk@shi.com**

1. **SCOPE.** This purpose of this Participating Addendum (PA) covers the supplies, materials, equipment and services included in the Master Agreement from the Lead Agency listed above, except for services requiring a contractor's license. This PA is supplemental to the terms of the Master Agreement, as amended, Any conflict between the terms of the Master Agreement and the terms of this PA shall be governed by the terms of this PA. Those terms not otherwise in conflict shall continue in full force and effect.

2. **TERM.** This contract shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Cooperative Contract, as amended, unless this contract is terminated sooner in accordance with the terms set forth herein.

3. **ATTACHMENTS**

3.1. The following documents are incorporated in descending order of constructive precedence.

A. NEVADA STATEWIDE CONTRACT TERMS

3.2. The following documents are incorporated by reference but not attached.

A. The Cooperative Contract referenced above.
B. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

4. **AUTHORITY.** Each person signing represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery and the performance of each party's obligations hereunder have been duly authorized, and this is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 2 above.

Government Entity: **State of Nevada**	Contractor: SHI International Corp.
Signature: William Taylor	Signature: DocuSigned by: Kristina Mann
Name: William Taylor	Name: Kristina Mann
Title: **Administrator**	Title: Director - Contracts
Date: 5.19.25	Date: 5/19/2025

1. PARTICIPATION. The benefits of this contract shall be extended to the governmental entities in Nevada listed below. The State is not liable for the obligations of any non-executive branch government entity which joins or uses this or any contract resulting from this contract.

1.1. STATE EXECUTIVE BRANCH AGENCIES. All state "Using Agencies", as defined by NRS 333.020(10), are authorized users of the contract in accordance with NRS 333.150.

1.2. LEGISLATIVE, AND JUDICIAL DEPARTMENTS AND CIVIL AIR PATROL. Any agency, bureau, commission or officer of the Legislative Department or the Judicial Department of the Nevada State Government or the Nevada Wing of the Civil Air Patrol or any squadron thereof are authorized users of this contract in accordance with NRS 333.469.

1.3. NEVADA SYSTEM OF HIGHER EDUCATION, LOCAL GOVERNMENTS AND DISTRICTS. The Nevada System of Higher Education, local governments as defined in NRS 354.474, conservation districts and irrigation districts in the State of Nevada are authorized users of this contract in accordance with NRS 333.470.

2. ADMINISTRATIVE FEE

2.1. Contractor shall pay a quarterly administrative fee payable to "State of Nevada Purchasing Division." Administrative fee is one percent (1%) and applies to all sales and other revenue, less merchant and interchange fees and adjusted for credits or refunds, by Contractor and any resellers, distributors, partners, or agents under the contract during a quarter, beginning the date of execution of this contract.

2.2. All administrative fee payments shall include the contract number on required documents. If submitting an administrative fee payment for more than one contract, a separate payment and associated documents shall be submitted by Contractor for each contract.

2.3. The State will not issue an invoice for administrative fee owed to the State. Contractor is responsible for payment of administrative fee with no prompting from the State. Contractor shall pay quarterly administrative fee within forty-five (45) calendar days of quarter end in accordance with *Fee Payment and Report Schedule.*

2.4. STATEWIDE CONTRACT QUARTERLY ADMINISTRATIVE FEE REPORT

2.4.1 Contractor shall complete and submit a Statewide Contract Quarterly Administrative Fee Report. The report shall identify payments received by Contractor from authorized entities made pursuant to the contract in the reporting period.

2.4.2 The template for required Statewide Contract Quarterly Administrative Fee Report is available on the Purchasing Division website http://purchasing.nv.gov/vendors/DBINV/. Reports must be submitted via email to NVQtlyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule.*

2.5. STATEWIDE CONTRACT QUARTERLY USAGE REPORT

2.5.1 Contractor shall complete and submit a Statewide Contract Quarterly Usage Report, to include at a minimum itemized data elements listed below.

2.5.2 The template for required Statewide Contract Quarterly Usage Report is available via a link on the Statewide Contract Quarterly Administrative Fee Report which is available on the Purchasing Division website http://purchasing.nv.gov/vendors/DBINV/. Reports must be submitted via email to NVQtlyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule.*

2.5.3 Data Elements

A. Customer Name. Name of entity making the purchase—if customer has multiple locations, please use primary entity name.
B. Customer Type. Indicate type of entity making the purchase.

1. S=State Executive Branch Agency
2. E=University and Community College
3. P=Political Subdivision
4. O=Other Entity

C. Authorization Number. Purchase Order Number provided by customer to authorize a purchase. If purchase was made with a credit card enter "P-Card."
D. Purchase Description. Description of the product(s) or service(s) purchased.
E. Quantity. Quantities (excluding returns) of product(s) delivered—enter a quantity of one (1) for service(s).
F. Unit Price. Unit price charged (excluding credits) for product or service purchased.
G. Total Cost. Extended cost of purchase line—quantity delivered x unit price charged.

2.6. FEE PAYMENT AND REPORT SCHEDULE. Contractor shall pay administrative fee quarterly, if owed, and submit a Statewide Contract Quarterly Administrative Fee Report and Statewide Contract Quarterly Usage Report, even if no payments are made in a quarter, in accordance with the following schedule.

Period End	**Report Due**
September 30	November 14
December 31	February 14
March 31	May 15
June 30	August 14

2.7. REPORT MODIFICATIONS. The State reserves the right to modify requested format and contents of reports by providing thirty (30) calendar days written notice to Contractor. The State may unilaterally amend the contract, with (30) calendar days written notice to Contractor, to change timing for submission of reports. Contractor understands and agrees that if such an amendment is issued by the State, Contractor shall comply with all contract terms, as amended.

2.8. TIMELY REPORTS AND FEES. If an administrative fee is not paid and quarterly reports are not received within forty-five (45) calendar days of quarter end, then Contractor will be in material breach of this contract.

3. ORDER OF PRECEDENCE. This contract shall be the primary document for all Orders. An Order, Quote, Service, Agreement, or Purchase Order can dictate an order of precedence, but cannot supersede this contract.

4. ORDERS. Any Order placed by a governmental entity for a Product and/or Service available from this contract shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the contract unless the parties to the Order agree in writing that another contract or agreement applies to such Order. The cooperative contract number and/or state contract number must appear on every Quote/Purchase Order placed under this contract.

5. REQUISITIONS. Orders for Nevada State executive branch agencies as defined in *Participation* will be processed by and through the Nevada Purchasing Division and a purchase order issued. Invoices and all correspondence related to an individual order will reflect the shipping address, billing address, and number on the purchase order issued by the State. Other entities as defined in *Participation* can purchase directly and be billed by vendor. Orders placed and paid via credit card do not require a PO.

6. SERVICES. All professional services, excluding warranty and break/fix support, requested by Nevada State executive branch agencies as defined in *Participation* will require the execution of a Service Agreement per NRS 333, NAC 333 and SAM 0300. Other entities as defined in *Participation* can purchase professional services directly and be billed by vendor. Pursuant to NRS 333.480(2), Services requiring a contractor's license issued pursuant to chapter 624 of NRS are not authorized under this agreement.

7. SUBCONTRACTORS. All contractors, dealers, resellers, distributors, and partners as shown on the dedicated Contractor cooperative contract website are approved to provide sales and service support to participants of this agreement. Contractor's dealer participation will be in accordance with the terms and conditions set forth in the contract.

8. BUSINESS LICENSE. Pursuant to NRS 353.007 any contractor, dealer, reseller, distributor, partner, or person performing work under this agreement must hold a State business license pursuant to chapter 76 of NRS unless exempted pursuant to NRS 76.100(7)(b).

9. NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339 any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.

10. GOVERNING LAW. This contract will be governed by the state laws of Nevada, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Carson City, Nevada, and the Parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue. The Parties further consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

11. FEDERAL LAWS AND AUTHORITIES

11.1. CERTIFICATION. Any person who requests or receives a Federal contract, grant, loan, or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

11.2. COMPLIANCE. Federal laws and authorities with which the awarded vendor shall be required to comply, as applicable, are listed here but are not meant to be exhaustive. Awarded vendors are responsible for an awareness of, and compliance with, State and federal laws and regulations.

11.2.1 Archeological and Historic Preservation Act of 1974, PL 93-291
11.2.2 Clean Air Act, 42 U.S.C. 7506(c)
11.2.3 Endangered Species Act 16 U.S.C. 1531, ET seq.
11.2.4 Executive Order 11593, Protection and Enhancement of the Cultural Environment
11.2.5 Executive Order 11988, Floodplain Management
11.2.6 Executive Order 11990, Protection of Wetlands
11.2.7 Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
11.2.8 Fish and Wildlife Coordination Act, PL 85-624, as amended.
11.2.9 National Historic Preservation Act of 1966, PL 89-665, as amended.
11.2.10 Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.
11.2.11 Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
11.2.12 Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans
11.2.13 Age Discrimination Act, PL 94-135
11.2.14 Civil Rights Act of 1964, PL 88-352
11.2.15 Section 13 of PL 92-500, Prohibition against sex discrimination under the Federal Water Pollution Control Act
11.2.16 Executive Order 11246, Equal Employment Opportunity
11.2.17 Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
11.2.18 Rehabilitation Act of 1973, PL 93, 112
11.2.19 Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
11.2.20 Executive Order 12549 – Debarment and Suspension
11.2.21 Davis-Bacon Act 40 U.S.C. 3141-3148
11.2.22 Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708
11.2.23 Rights to Inventions Made Under a Contract or Agreement 37 CFR §401.2(a)
11.2.24 Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
11.2.25 Americans With Disabilities Act of 1990, PL 101-336
11.2.26 Health Insurance Portability and Accountability Act of 1996, PL 104-191
11.2.27 Equal Pay Act of 1963, PL 88-38
11.2.28 Genetic Information Nondiscrimination Act, PL 110-233

SAM.GOV®

SHI INTERNATIONAL CORP

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
CEFCD41CLDJ8	**1HTF0**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Feb 11, 2026**	
Physical Address	Mailing Address	
290 Davidson AVE **# 101** **Somerset, New Jersey 08873-4145** **United States**	**290 Davidson AVE** **Somerset, New Jersey 08873-4179** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
New Jersey 12	**New Jersey / United States**	**https://www.publicsector.shidirect.com/public-sector/federal-government**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 13, 2025	**Feb 11, 2025**	**Dec 5, 2001**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Nov 28, 1989	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Subchapter S Corporation**

Profit Structure

For Profit Organization

Socio-Economic Types

Minority-Owned Business
Women-Owned Business
Asian-Pacific American Owned

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**1HTF0**

Points of Contact

Electronic Business

John Filipek, Federal Director Sales
290 Davidson AVE
Somerset, New Jersey 08873
United States

Federal Contracts, Federal Contracts Team
290 Davidson AVE STE 101
Somerset, New Jersey 08873
United States

Government Business

YaAdam Nzima, Federal Program Manager
290 Davidson AVE
Somerset, New Jersey 08873
United States

Federal Contracts, Federal Contracts Team
290 Davidson AVE STE 101
Somerset, New Jersey 08873
United States

Past Performance

YaAdam Nzima, Federal Program Manager
290 Davidson AVE STE 101
Somerset, New Jersey 08873
United States

YaAdam Nzima, Federal Contracts Team
290 Davidson AVE STE 101
Somerset, New Jersey 08873
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541519**	**Other Computer Related Services**
	334111	**Electronic Computer Manufacturing**
	334112	**Computer Storage Device Manufacturing**
	334118	**Computer Terminal And Other Computer Peripheral Equipment Manufacturing**
	334290	**Other Communications Equipment Manufacturing**
	334310	**Audio And Video Equipment Manufacturing**
	423430	**Computer And Computer Peripheral Equipment And Software Merchant Wholesalers**
	449210	**Electronics And Appliance Retailers**
	455219	**All Other General Merchandise Retailers**
	459410	**Office Supplies And Stationery Retailers**
	459999	**All Other Miscellaneous Retailers**

513210	**Software Publishers**
516210	**Media Streaming Distribution Services, Social Networks, And Other Media Networks And Content Providers**
518210	**Computing Infrastructure Providers, Data Processing, Web Hosting, And Related Services**
519210	**Libraries And Archives**
519290	**Web Search Portals And All Other Information Services**
532420	**Office Machinery And Equipment Rental And Leasing**
541511	**Custom Computer Programming Services**
541512	**Computer Systems Design Services**
541513	**Computer Facilities Management Services**
611420	**Computer Training**
811210	**Electronic And Precision Equipment Repair And Maintenance**

Product and Service Codes

PSC	PSC Name
5999	**Miscellaneous Electrical And Electronic Components**
H359	**Inspection- Electrical And Electronic Equipment Components**
H959	**Other Quality Control, Testing, And Inspection- Electrical And Electronic Equipment Components**
J059	**Maintenance, Repair, And Rebuilding Of Equipment- Electrical And Electronic Equipment Components**
K059	**Modification Of Equipment- Electrical And Electronic Equipment Components**
L059	**Technical Representative- Electrical And Electronic Equipment Components**
N059	**Installation Of Equipment- Electrical And Electronic Equipment Components**
U012	**Education/Training- Information Technology/Telecommunications Training**
W059	**Lease Or Rental Of Equipment- Electrical And Electronic Equipment Components**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

AGENDA ITEM NO. M.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a $99,896 construction services contract with J-U-B Engineers, Inc. for the North Valley Wastewater Treatment Plant Influent Lift Station Project and authorize the Director of Public Works to execute the contract and change orders up to 10% of the original contract. (Rick Robillard, Deputy Public Works Director)

RECOMMENDED MOTION:
Approve a $99,896 construction services contract with J-U-B Engineers, Inc. for the North Valley Wastewater Treatment Plant Influent Lift Station Project as presented, and authorize the Director of Public Works to execute the contract and change orders up to 10% of the original contract.

FINANCIAL IMPACT:
Funds in the amount of $99,896 are available in Project 24S03 North Valley Wastewater Treatment Plant Influent Lift Station Project.

BACKGROUND:
The North Valley Wastewater Treatment Plant Influent Lift Station is the primary lift station to convey wastewater to the Treatment Plant headworks. Project 24S03 will construct a new lift station with structural, mechanical, and electrical upgrades to provide greater reliability and redundancy for the Sewer Treatment Plant. At their July 2, 2026 meeting, the County Commissioners approved the construction contract with K.G. Walters Construction Co., Inc. to construct this new primary lift station.

This item is to approve a contract with J-U-B Engineers, Inc. to provide construction management services for that project. Services provided will include contract administration, construction submittal reviews, change order request, record drawings, material testing and inspection.

ATTACHMENTS:
202606 Influent LS Contract_JUB_Signed.pdf

CONTRACT FOR PROFESSIONAL SERVICES

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

J-U-B ENGINEERS, INC.

This Contract for Professional Services (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and J-U-B Engineers, Inc., Nevada Business ID #: NV19741000794 ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Douglas County, a political subdivision of the State of Nevada, 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 Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the date it is signed by the last Party to sign the Contract ("Effective Date"). Unless earlier terminated as set forth in this Contract, the terms of this Contract shall remain in effect until June 30, 2027, or until the Services to be Performed under Section 2 have been completed, whichever is earlier.

2. SERVICES TO BE PERFORMED. The Parties agree that Contractor perform the following services: provide construction management support for the North Valley WWTP Influent Lift Station Project.

The services to be provided are more particularly described and shall be completed in accordance with the requirements set forth in Attachment A hereto.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Section 2 on a time and materials basis for a total cost not to exceed ninety-nine thousand eight hundred ninety-six dollars ($99,896.00) (the "Contract Price"). Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than

fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire Contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Section 2. As a precondition to receiving any payment from the County, Contractor shall complete all required tax identification and vendor registration forms for the Douglas County Finance Department. Payment of uncontested fees will be made within thirty (30) days.

4. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor, its associates, employees and subcontractors shall have the status of independent contractors and that this Contract, by explicit agreement of the Parties, incorporates and applies the provisions of Nevada Revised Statutes (NRS) 333.700, as necessarily adapted to the Parties, including that Contractor is not a Douglas 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 employees' retirement system.
5. Accumulation of vacation leave or sick leave.
6. Unemployment compensation coverage provided by the County.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

a. Contractor has the right to perform services for others during the term of this Contract.
b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed.
c. Contractor shall not be assigned a work location on County premises.
d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Contract.
e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Contract.
f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Contract, and Contractor agrees to the performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Contract.
h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Contract.

i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

5. INDUSTRIAL INSURANCE. Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will 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 that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

> *J-U-B Engineering has entered into a contract with Douglas County to perform services through approximately June 30, 2027 and requests that an authorized insurer 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*
> *Public Works Department*
> *ATTN: Nicholas Charles*
> *Post Office Box 218*
> *Minden, Nevada 89423*

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the 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 at the sole discretion of the County. 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, insurance 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 the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

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

a. 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

b. Is otherwise in compliance with those terms, conditions and provisions

6. WARRANTY. Contractor agrees and hereby provides, warrants and represents with respect to any services provided under this Contract that the services will be provided in accordance with the Standard of Care defined in Paragraph 21 and shall comply with the applicable specifications and requirements set forth in this Contract. This term shall not be construed as a limitation on any other remedies that might be available to the County.

7. TERMINATION OF CONTRACT. Either Party may terminate the Contract for cause if the other Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach. County may terminate the contract without cause upon 30 days advanced written notice to Contractor, provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.

8. LICENSING. Contractor agrees to maintain any required licenses and certifications to perform any services for County, including but not limited to, Nevada State Business License. The failure to maintain any required license will result in immediate termination of this Contract. Contractor shall promptly inform County of any claims or complaints made against Contractor (or any of its employees or agents who are engaged in work under this Contract) to any professional licensing board or of any investigations conducted by such boards; in this context, promptly shall mean as soon as possible, but in no event later than five business days after Contractor becomes aware of the claim, complaint or investigation.

9. LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Contractor. Without limiting Contractor's indemnification of County as described in Section 18, Contractor shall obtain and maintain at its own expense during the term of this Contract, policies of liability insurance of the type and amounts described below. Such policies shall be signed by a person authorized by that insurer to bind coverage on its behalf.

The County and its elected officials, employees, agents, and volunteers shall be named as additional insureds under the policies required for all liability arising from Contractor's performance of work pursuant to this Contract (General Liability and Auto only). This provision shall also apply to any excess/umbrella liability policies. This insurance shall be primary to any insurance maintained by the County. County insurance shall not contribute to any judgment rendered against the County.

Prior to the commencement of any work under this Contract, Contractor shall provide to the County certificates of insurance with original endorsements of the following insurance coverage:

a. **General Liability Insurance.** Contractor is required to acquire and maintain general liability insurance in the minimum amount of $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance

must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

b. **Automobile Liability Insurance.** Contractor is required to acquire and maintain automobile insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

c. **Professional Liability (Errors and Omissions) Insurance.** Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Contract, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period of no less than three (3) years after completion of the Services required by this Contract

All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against County, its elected officials, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County and shall require similar written express waivers and insurance clauses form each of its subcontractor(s).

Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by County shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own insurance or self-insurance shall be called upon to protect it as a named insured.

Requirements of specific coverage features, or limits contained in this Contract are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsements of any kind that has not been first submitted to County and approved in writing.

A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policies shall not contain cross-liability exclusions.

Contractor agrees to ensure that its subcontractor(s), and any other party involved with the project who is brought onto or involved in the project by the Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Contract.

Any self-insured retentions must be declared to and approved by the County. County reserves the right to required that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by County.

Contractor shall give County prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Contract, and that involve or may involve coverage under any of the required liability policies.

Contractor shall procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work to be performed under this Contract.

10. NON-APPROPRIATION. 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.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

11. CONSTRUCTION OF CONTRACT. The Contract will 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. The Contract Documents consist of this document and Attachment A. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the

Contract Documents, the terms of this document shall prevail, thereafter the terms of Attachment A.

12. DISPUTE RESOLUTION. 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 in accordance with State law.

13. COMPLIANCE WITH APPLICABLE LAWS. Subject to the Standard of Care, Contractor promises and agrees to 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 the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

14. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

15. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to the Contract will 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.

16. 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 the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County 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 will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County. Use or reuse of Contactor's work for any purpose other than intended by this Agreement shall be at County's sole risk.

17. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statue of the State of Nevada, will 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.

18. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, hold harmless and indemnify County and its elected officials, officers, attorneys, agents, employees, volunteers, successors, assigns and those County agents serving as independent consultants in the role of County officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), in law or equity, to the extent that they result from the negligent acts, errors, or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants, or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Contract, except to the extent Liabilities arise from the negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. To the extent determined to be at fault, Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

Contractor shall obtain executed indemnity agreements with provisions identical to those in this Contract from each and every subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of this Contract.

County does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by County, or the deposit with County, of any insurance policy or certificate required pursuant to this Contract. The Indemnitees in this Contract shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against County.

The provisions of this Section shall survive the termination of this Contract. County may offset against the amount of any fees due to Contractor under this Contract any amount due to County from Contractor as a result of Contractor's failure to promptly pay County any reimbursement or indemnification arising under this Contract.

Neither party shall be liable to the other of indirect, incidental, or consequential damages resulting from this Agreement or related Projects.

Contractor's total liability for any cause of action under this Agreement shall not exceed one million dollars and no cents ($1,000,00.00).

19. MODIFICATION OF CONTRACT. The Contract and the attached Exhibit(s) constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

20. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Contract. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

21. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

22. NONDISCRIMINATION. In accordance with Title VI of the Civil Rights Act of 1964, 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, 49 U.S.C. § 5332, and any other applicable Federal or State non-discrimination laws, Contractor agrees that it will not unlawfully discriminate on the basis of race, color, creed, national origin, sex, age, or disability in the performance of this Contract.

23. ANTI-BOYCOTT. If the annual amount required to perform this Contract (identified in Section 3) exceeds $100,000, then by signing this Contract, Contractor certifies that it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel as defined in NRS 332.065(5).

24. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

25. THIRD PARTY BENEFICIARY. Nothing contained in this Contract is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

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

27. WAIVER. The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

28. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

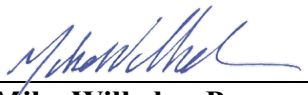
To County:
Douglas County
Public Works Department
Attn: Public Works Director
Post Office Box 218
Minden, Nevada 89423

To Contractor:
J-U-B Engineers, Inc.
Attn: Shane Dyer
5190 Neil Road, Suite 500
Reno, NV 89502

28. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

J-U-B Engineers, Inc.

By:  6/25/26

Mike Wilhelm, Program Manager (Date)

Douglas County

By: _____

Philip Ritger, Public Works Director (Date)

North Valley WWTP Lift Station Replacement – Construction Services

Scope of Work

Attachment A

J-U-B ENGINEERS, Inc. (J-U-B) is pleased to provide Douglas County Public Works (CLIENT) with this proposal for engineering design services for the above project.

CLIENT: Douglas County Public Works

J-U-B PROJECT NUMBER: XX-XX-XXX

CLIENT PROJECT NUMBER: 24S03

An Agreement for Professional Services will be executed between J-U-B and CLIENT to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

The Project is located at the North Valley Wastewater Treatment Plant (NVWWTP) on Heybourne Road in Douglas County, Nevada.

The lift station was originally constructed in the 1980s and the pumps were replaced in 2019. Major items of work include installation of new gravity and force main piping; installation of a polymer concrete manhole and wet well, installation of a valve vault; installation of mechanical piping and appurtenances; installation of conduit for electrical conductor; installation of new instrumentation and conduits; connection of new facilities and pipe with existing facilities and pipe; installation of below ground and above ground pipes with fittings; general site grading and surface restoration; and abandonment of existing wastewater infrastructure.

This scope of work was developed based on the North Valley WWTP Lift Station Replacement plans and specifications prepared J-U-B and Verus, AEC. It is our understanding that Douglas County intends to award a construction contract to KG Walters Construction Co., Inc. in the amount of $1,741,000. The contract is to be substantially complete within 90 days following the notice to proceed (NTP) and final completion shall be 120 days following NTP.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. **Task 110: Contract Administration/Project Management**
   1. Project Management tasks to include the following:
      a. Set up project in J-U-B's financial and record keeping systems for document retention and project controls.

b. Communicate and coordinate J-U-B's design team activities as required.
c. Coordination, administrative meetings, and contracting duties with Subconsultants. The Subconsultant fees are itemized in the table in PART 4 below.
d. Process monthly subconsultant invoices.
e. Regularly monitor project status, budget, and schedule. Provide a monthly invoice including budget status.

2. Deliverables
   a. Monthly invoices

B. **Task 120: Construction Support**

1. Prepare Conformed Construction Documents for the project.
2. Attend Pre-Construction Meeting on behalf of the CLIENT. It is anticipated that J-U-B will attend this meeting at the project site.
3. Construction staking shall be provided by the contractor as part of the construction contract. J-U-B will provide benchmarks and horizontal control points (.csv format) for the contractor's use.
4. Review the Contractor's Work Schedules and verify that they are consistent with the requirements of the Contract Documents. Coordinate construction activity schedules with CLIENT and Contractor staff.
5. Attend periodic construction meetings with CLIENT, Contractor and others as appropriate. The Program Manager will attend these meetings at the construction site. This proposal is for 18 visits for 2 hours each visit plus 2 hours of drive time.
6. Coordinate with CLIENT, electrical, and materials testing subconsultants throughout the construction process. Coordinate with CLIENT for Contractor Pay App review, as required. The Subconsultant fees are itemized in the table in PART 4 below.
7. Review submitted shop drawings, Traffic Control Plans, and all submittals required by the Contract Documents. Comment and return all submittals to Contractor for their use and/or revisions and resubmittal.
8. Respond to Contractor Requests for Information (RFI) and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Cost estimate is based on two RFI's.
9. Conduct services associated with evaluation, negotiation, and preparation and processing of Contract Change Orders. Cost estimate is based on the production of one Change Order.
10. Conduct final and substantial completion inspections and complete punch list for each portion of the project. One substantial completion and one final completion will take place during the project. Produce substantial and final completion inspection certificates and field review and documentation of "punch list" items.

C. **Subtask 130: Record Drawings**

1. Prepare Record drawings of "As Constructed" revisions to Design and Construction Drawings for project improvements as provided by the contractor. Provide CLIENT with pdf set of Record Drawings. We have assumed one set of drawings will be prepared for each portion of the project.

D. **Task 140: Reimbursable Expenses**

1. Reimbursable expenses include mileage, per diem, lodging, GPS Equipment, printing.

E. **Task C01: County Directed Services**

1. From time to time the CLIENT may have additional tasks related to the project, or additional tasks may be encountered that are not identified in this scope of work or that may be dependent on decisions not yet made. This task establishes a management reserve for Additional Services. J-U-B

shall not perform any Additional Services unless authorized in writing by CLIENT staff (CLIENT's Project Manager). Compensation for Additional Services may be based on J-U-B's time and material, or a lump sum amount as agreed by CLIENT and J-U-B.

PART 3 - ASSUMPTIONS AND EXCEPTIONS

- Construction staking by Contractor.
- Construction inspection by CLIENT.
- CLIENT will conduct pre-construction meeting, prepare agenda and minutes.
- CLIENT will conduct weekly construction meetings, prepare agenda and minutes.
- Additional Services - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks may be added by amendment at a later date.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
   1. For Time and Materials fees:
      a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
      b. Client shall pay J-U-B for J-U-B's Subconsultants' charges times a multiplier of 1.10.
   2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

The following table summarizes the fees for the services identified in PART 2.

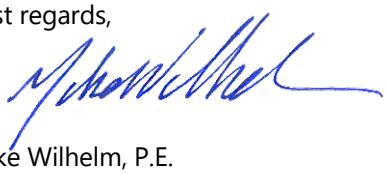
Task Number	Task Name	Fee Type	Amount
110	Contract Administration/Project Management	Time and Materials (Estimated Amount Shown)	$7,184
120	Construction Support	Time and Materials (Estimated Amount Shown)	$38,486
130	Record Drawings	Time and Materials (Estimated Amount Shown)	$5,260
S51	Materials Testing (CME)	Time and Materials (Estimated Amount Shown)	$22,000
S52	Electrical/Controls (Verus)	Time and Materials (Estimated Amount Shown)	$15,466
		Subtotal:	**$88,396**
140	Reimbursable Expenses	Time and Materials (Estimated Amount Shown)	$1,500
C01	County Directed Services	Time and Materials (Estimated Amount Shown)	$10,000
		Total:	**$99,896**

C. Our anticipated project schedule (TBD):

• Contract at BOCC	July 2, 2026
• Procurement (24-28 weeks)	Start mid/late July
• Contractor NTP	March 2027
• Substantial Completion	May 2027
• Final Completion	June 2027
• Closeout	July 2027

If this proposal is acceptable, please provide a Contract or work authorization. Please contact me at 775-741-1437 or by email at mwilhelm@jub.com if you have any questions or require any additional information.

Best regards,



Mike Wilhelm, P.E.
Program Manager – Lead

Attach:

J-U-B 2025 Fee Schedule (Attachment A1)
J-U-B Standard Exhibit A - Construction Phase Services

Attachment A1
J-U-B Engineers
Fee Schedule July 2025

Labor Category	Hourly Rate
Principal / Program Manager	$251-$300
Project Engineer – Senior/Discipline Lead	$221-$280
Project Manager	$224-$242
Project Engineer	$180-$220
Project Designer	$144-$170
CAD Designer	$116-$180
Environmental Specialist Lead/Senior	$183-$238
Environmental Scientist	$108-$156
Survey PLS – Senior/Discipline Lead	$224-$245
Survey PLS or Lead	$178-$224
Survey Technician – Lead/Senior	$135-$170
Assistant Surveyor	$126-$157
Assistant Designer/Intern	$91-$150
Survey Technician	$101-$135
Project Accountant	$97-$135
Administrative Assistant	$66-$95

1) Rates subject to change on a yearly basis.

2) GPS, mileage, per diem, and other direct costs will be specified in Project Scopes of Work and budgets. No direct costs will be charged without Client approval.

3) A 10 percent markup will be applied to Subconsultant fees.

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Standard Exhibit A – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

☒ Yes
☐ No

1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

☒ Yes
☐ No

2. *Pre-Construction Conference.* Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes
☐ No

a. Periodic Site Visits by J-U-B. Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☐ Yes
☒ No

b. Resident Project Representative ("RPR"). When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes
☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes
☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes
☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes
☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes
☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes
☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

☒ Yes
☐ No

10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.

☒ Yes
☐ No

11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.

☒ Yes
☐ No

12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.

☒ Yes
☐ No

13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.

☒ Yes
☐ No

14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.

☒ Yes
☐ No

15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

☐ Yes
☒ No

1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.

☐ Yes
☒ No

2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.

☐ Yes
☒ No

3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.

☐ Yes
☒ No

4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.

☒ Yes
☐ No

5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

☐ Yes
☒ No

6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.

☒ Yes
☐ No

7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.

☒ Yes
☐ No

8. *Warrantee Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.

☒ Yes
☐ No

9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.

2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.

3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.

4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.

5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.

6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.

7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).

8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).

9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.

10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.

2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison

   a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.

   c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.

6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*

7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.

8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.

9. *Review of Work and Rejection of Defective Work.*

   a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

   b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Startups.*

    a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.

    b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.

    c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.

    d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

    Nothing in this Agreement will be construed to require RPR to conduct inspections

11. *Records.*

    a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.

    b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

d) Maintain records for use in preparing documentation of the Work.

e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.

c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.

d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.

3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.

6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.

7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.

8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.

2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.

3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.

4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.

5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

AGENDA ITEM NO. N.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept a $32,000 United We Stand grant for Fiscal Year 2026-2027; augment the Douglas County Sheriff's Office fund in the amount of the grant award; and authorize the Emergency Manager to sign all grant related documents. (Kara Easton, Director of Emergency Management)

RECOMMENDED MOTION:
Accept a $32,000 United We Stand grant for fiscal year 2026-2027; augment the Douglas County Sheriff's Office fund in the amount of the grant award; and authorize the Emergency Manager to sign all grant related documents.

FINANCIAL IMPACT:
The award augments budget 101-212 532.028 Uniforms. There is no match for this grant. Project 27G01

BACKGROUND:
The purpose of the United We Stand grant is to purchase equipment related to antiterrorism. This grant will provide resources to the Douglas County Sheriff's Office. Funding allocation is determined by the Local Emergency Planning Committee (LEPC) grant sub-committee and voted upon by the full Douglas County LEPC membership before being approved by the State Emergency Response Commission.

ATTACHMENTS:
FY27 UWS Grant Award Letter Douglas County.pdf
Grant Form 27G01.pdf

Joe Lombardo
Governor

Nevada Department of
Public Safety
Dedication Pride Service

George Togliatti
Director

Kristi Defer
Deputy Director

State Emergency Response Commission

Stewart Facility
107 Jacobsen Way
Carson City, Nevada 89711
Telephone (775) 684-7511 - Fax (775) 684-7519

July 1, 2026

Kara Easton
1594 Esmeralda Ave.
Minden, NV 89423

Ref: United We Stand Grant Award Letter 27-UWS-04-01

Dear Ms. Easton,

It is my pleasure to inform you that Douglas County LEPC FY27 United We Stand (UWS) grant request has been approved by the SERC Commission in the amount of $32,000.00 for Equipment. The grant period is July 1,2026, to June 30, 2027. As always, these grant funds are not available for expenditures or obligations occurring prior to or after the award period.

Please use the grant number above on all correspondence regarding this grant.

Enclosed is the grant award obligating the funds to the LEPC. Please sign and return to the SERC office. Please note that no reimbursements will be made until all award documents have been signed and received by the SERC office.

As a grantee of the SERC, your agency will be required to comply with federal, state, and local rules and regulations and administrative guidelines in the management of this grant.

If you have any questions, you can always contact our office at 775-684-7511 or email serc@dps.state.nv.us.

Sincerely,

Kelly Hutter, MAII SERC

STATE OF NEVADA

STATE EMERGENCY RESPONSE COMMISSION

United We Stand Grant Award

SUBGRANTEE:	Douglas County Local Emergency Planning Committee	GRANT NO.:	**27-UWS-04-01**
ADDRESS:	1594 Esmeralda Ave Minden, Nevada 89423	TOTAL AWARD:	$32,000.00
Vendor#	T40174400M		
PROJECT TITLE: Funds provided by:	UWS GRANT State of Nevada Tax ID: 88-6000022 No CFDA #	GRANT PERIOD:	07/01/26 to 06/30/27

APPROVED BUDGET FOR PROJECT

CATEGORY	AMOUNT
Supplies:	$0.00
Planning:	$0.00
Training:	$0.00
Equipment:	$32,000.00
TOTAL GRANT AMOUNT	$32,000.00

This award is subject to the requirements established by the State of Nevada, and the State Emergency Response Commission (SERC) including the Certified Assurances attached to the grant application.

Any changes to the budget categories must have approval by the SERC office prior to implementation.

APPROVAL	SUBGRANTEE ACCEPTANCE
Kelly Hutter, MAII SERC Name and Title of Authorized Official	**Kara Easton, Director** Name and Title of Appointing Official
X Kelly Hutter 7/1/2026	X Kara Easton Digitally signed by Kara Easton Date: 2026.06.26 15:11:25 -07'00'
Signature of Approving Official Date	Signature of Authorized Official Date

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	6/26/2026	**Fund-Department #**	101 281
Project Number	27G01	**Fund-Department Name**	Emergency Operations
Grant Title	Federal Fiscal Year 2027 United We Stand Grant		
Grant Purpose	The grant funds are used for preventing, mitigating, and/or responding to terrorism-related incidents. This grant will be used to purchase equipment for Douglas County Sheriff's Office to use during terrorism-related incidents. The equipment identified for purchase consists of ballistic vests		
Awarding Entity	State Emergency Response Commission (SERC)		
Total Grant Funds	$32,000		
Grant Start Date	7/1/2026	**End Date**	6/30/2027
Grant Type	☐ Federal- Enter CFDA ☑ State ☐ Other	(description of Other)	
Federal CFDA#		**Agreement Number**	27-UWS-04-01
Method of Funding	☐ Advance ☑ Reimbursement		
Reporting Frequency	☐ Monthly ☑ Quarterly ☐ Semi-Annually ☐ Annually ☐ Upon Completion		
Reporting Due By	30th	**(EX: 10th, 15th, 30th after the end of the Quarter)**	
County Match Required?	☑ No ☐ Yes - enter $amount or %	**Match Amt**	**or Match %** 0%
Match Type	☐ In-Kind **or** ☐ Cash		

Complete only GREY areas

	Fund	Dept		
Fund-Department #	101	281	**Project Number**	**27G01**
Fund-Department Name	Emergency Operations			

Financial Information

		Source of Funds (Name of Awarding entity)		
Revenue				
101-000 331.500	Grant Revenue - Federal	$ -	$ -	$ -
101-000 331.510	Grant Revenue - State	$ 32,000.00	$ -	$ -
101-000 360.300	Grant Revenue - Non-Govt.	$ -	$ -	$ -
	Total Revenue	$ 32,000.00	$ -	$ -
	Match - Non Grant Reimbursement	$ -	$ -	$ -

Expenditures

		First Year	Second Year	Third Year
Various	Salaries & Benefits	$ -	$ -	$ -
101-281 532.003	Gas & Oil	$ -	$ -	$ -
101-281 520.088	Utilities	$ -	$ -	$ -
101-281 000.000	Maint Bldg & Grounds	$ -	$ -	$ -
101-281 562.100	Grants-Capital Outlay	$ -	$ -	$ -
101-281 540.010	Grants-Services & Supplies	$ -	$ -	$ -
101-212 532.028	Uniforms	$ 32,000.00	$ -	$ -
	Subtotal Expenses	$ 32,000.00	$ -	$ -
101-281 562.100	Grant Match - Capital Outlay	$ -	$ -	$ -
101-281 511.150	Grant Match - Salary	$ -	$ -	$ -
101-281 541.501	Grant Match - Serv & Supplies	$ -	$ -	$ -
	Subtotal Match	$ -	$ -	$ -
Various	In Direct Costs - Salaries	$ -	$ -	$ -
101-281 533.800	In Direct Costs - Office supplies	$ -	$ -	$ -
101-281 000.000		$ -	$ -	$ -
101-281 000.000		$ -	$ -	$ -
101-281 000.000		$ -	$ -	$ -
	Total Indirect Costs	$ -	$ -	$ -
	Total Expenditure	$ 32,000.00	$ -	$ -
	Total Match	$ -	$ -	$ -

Where will match funds come from?

Grant Awarded Funds

Year	Amount
FY26-27	$ 32,000.00
FY27-28	$ -
FY28-29	$ -
Total	$ 32,000.00

AGENDA ITEM NO. O.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to retroactively approve an agreement between Washoe County and Douglas County to provide the Douglas County Sheriff's Office with law enforcement related forensic support services from July 1, 2026, through June 30, 2027, for the service fees specified in the agreement. (Undersheriff Elges)

RECOMMENDED MOTION:
Retroactively approve an agreement between Washoe County and Douglas County to provide the Douglas County Sheriff's Office with law enforcement related forensic support services as presented.

FINANCIAL IMPACT:
Washoe County Sheriff's Office Forensic Support Services will provide forensic support services to the Douglas County Sheriff's Officer pursuant to the fee scheduled attached as Exhibit B to the agreement. The Douglas County Sheriff's Office maintains a fund specifically for forensic analysis of crime scene items (Materials and Testing 101-217-520-.031) which is budgeted for $102,000 in Fiscal Year 2026-27.

BACKGROUND:
Washoe County has a certified laboratory for the specific purpose of analyzing items recovered at crime scenes that the Douglas County Sheriff's Office is unable to process. These types of items include, but are not limited to, DNA analysis, latent fingerprint comparisons, and the analysis of blood for narcotics and/or alcohol. Washoe County is also able to supply the Douglas County Sheriff's Office with trained crime scene staff if requested by the Sheriff. A copy of the contract is attached.

ATTACHMENTS:
WCSO Contract.pdf

FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE DOUGLAS COUNTY ON BEHALF OF
THE DOUGLAS COUNTY SHERIFF'S OFFICE

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, hereinafter referred to collectively as COUNTY, and the **DOUGLAS COUNTY** on behalf of the **DOUGLAS COUNTY SHERIFF'S OFFICE**, hereinafter referred to as USER.

W I T N E S S E T H:

WHEREAS, pursuant to NRS 277.180, COUNTY and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of COUNTY in providing USER the use of COUNTY'S Forensic Support Facilities and Services;

WHEREAS, COUNTY desires to provide its assistance to USER in regard to the use of COUNTY'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. **SERVICES PROVIDED**: Unless otherwise provided and/or amended by written agreement of the parties hereto, COUNTY shall provide for USER forensic analyses within the existing capabilities of COUNTY as set forth in **EXHIBIT A** attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of COUNTY change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

COUNTY staff shall be available, upon reasonable notice should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For Fiscal Year 2026/2027 USER agrees to pay COUNTY in accordance with the Fee Schedule attached as **EXHIBIT B** and as described in **EXHIBIT C** retroactive to July 1, 2026 to June 30, 2027. USER will pay for each service COUNTY provides to USER for forensic services requested between July 1, 2026 and June 30, 2027, rather than a flat fee. Services will be billed at the rate charged when the service was requested regardless of when the request was fullfilled or completed.

B. USER will be invoiced quarterly for work completed and the COUNTY will include information related to all services provided by the COUNTY to the USER. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by COUNTY. USER shall designate where COUNTY shall send invoices and notify COUNTY where invoice must be sent.

C. In the event, during any fiscal year covered by this Agreement, COUNTY shall increase its forensic laboratory services beyond those set-forth in **EXHIBIT B**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by COUNTY to USER to compensate COUNTY for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in fees shall be due and payable in full within 30 days after execution of said addendum.

D. In the event that the governing body of COUNTY fails to obligate any funds necessary to carry out the duties created hereunder beyond COUNTY's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

E. During the term of this Agreement, in the event that COUNTY shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of COUNTY to perform for USER, USER shall reimburse COUNTY in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by COUNTY for any such consultation services.

F. COUNTY shall provide testimony in any legal proceedings for forensic work completed by the COUNTY for the USER as outlined in EXHIBIT A without additional fees.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection this Agreement, including the services to be provided pursuant to this Agreement.

COUNTY agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any negligent act or omission to act on the part of any officers, employees, and agents of COUNTY in connection with COUNTY's services to be provided pursuant to this Agreement.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2026 and terminate as of June 30, 2027 for items submitted between July 1, 2026 and June 30, 2027.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice. USER will be provided a final bill up to date to the termination date.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to COUNTY. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by COUNTY to USER.

5. GOVERNING LAW AND VENUE: This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Second Judicial District Court in and for the State of Nevada for all actions arising out of this Agreement. The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under Chapter 41 of Nevada Revised Statutes in all cases.

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

7. ASSIGNMENT: Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of all parties.

8. RECORD KEEPING: COUNTY and USER will maintain complete records to comply with Nevada Public Records Act pursuant to NRS Chapter 239. COUNTY has legal obligation to disclose documents in its legal custody and control unless a record is confidential by statutory or common law.

9. BREACH: Failure of either party to perform any obligation of this Agreement shall be deemed a breach. In the event of a breach, the non-breaching party must notify the breaching party and give thirty (30) day notice to remedy the breach. If the breach is not remedied after thirty days, the non-breaching party may terminate this Agreement and may pursue legal remedies.

DATE: _____ BY: _____
WASHOE COUNTY SHERIFF

DATE: _____ BY: _____
CHAIR
WASHOE COUNTY COMMISSION

DATE: _____ ATTEST: _____
WASHOE COUNTY CLERK

DATE: 6/25/2026 BY: _____
DOUGLAS COUNTY SHERIFF

DATE: _____ BY: _____
CHAIR
DOUGLAS COUNTY COMMISSION

DATE: _____ ATTEST: _____
DOUGLAS COUNTY CLERK

Exhibit A

Scope of Work

Accredited forensic services provided by the Washoe County Sheriff's Office – Forensic Science Division (FSD) and covered within this agreement can be found on the FSD's Scope of Accreditation. The Scope of Accreditation is attached to this Exhibit or can be found on the Washoe County Sheriff's Office website.

Crime Scene Response (24 hours a day / 7 days a week response)
The FSD responds to the following types of crimes

- Arson with loss of life and serial arsonist
- Homicide
- Attempted homicide
- Officer Involved Shootings (OIS)
- Questionable deaths with detective involvement
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon
- Battery with substantial bodily injury
- High loss burglary
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected

Toxicology
Refer to the Washoe County Sheriff's Office website for a list of drugs the Toxicology Section can screen and confirm.

For any questions contact the Washoe County Sheriff's Office Forensic Science Division Director:

Steven Johnson
sjohnson@washoecounty.gov
775-328-2800

ANAB

ANSI National Accreditation Board

CERTIFICATE OF ACCREDITATION

The ANSI National Accreditation Board

Hereby attests that

Washoe County Sheriff's Office
Forensic Science Division
911 Parr Blvd., Reno, Nevada 89512 USA

Fulfills the requirements of

ISO/IEC 17025:2017

Accreditation Requirements for Forensic Testing and Calibration (2023)

FBI Quality Assurance Standards for Forensic DNA Testing Laboratories:2020

FBI Quality Assurance Standards for DNA Databasing Laboratories:2020

In the field of

Forensic Testing

This certificate is valid only when accompanied by a current scope of accreditation document.
The current scope of accreditation can be verified at www.anab.org.

Pamela L. Sale, Vice President, Forensics

Expiry Date: 31 October 2026
Certificate Number: FT-0040

ANAB

ANSI National Accreditation Board

ilac-MRA

ANAB
ANSI National Accreditation Board

SCOPE OF ACCREDITATION TO:
ISO/IEC 17025:2017
Accreditation Requirements for Forensic Testing and Calibration (2023)
FBI Quality Assurance Standards for Forensic DNA Testing Laboratories:2020
FBI Quality Assurance Standards for DNA Databasing Laboratories:2020

Washoe County Sheriff's Office Forensic Science Division
911 Parr Blvd.
Reno, Nevada 89512 USA

FORENSIC TESTING

ISO/IEC 17025 Accreditation Granted: 29 May 2014

Certificate Number: FT-0040 Certificate Expiry Date: 31 October 2026

Discipline: Biology		
Component/Parameter	**Item**	**Key Equipment/Technology**
DNA Profile Determination	Short Tandem Repeat (STR) Y-Short Tandem Repeat (Y-STR)	Capillary Electrophoresis
DNA Profile Determination (Database Samples)	Short Tandem Repeat (STR) Y-Short Tandem Repeat (Y-STR)	Capillary Electrophoresis
Individual Characteristic Database	DNA Profile	National DNA Index System (NDIS)
Physical Comparison	DNA Profile	Software Program
Qualitative Determination	Body Fluid Epithelial Cell	Capillary Electrophoresis Chemical Fluorescence Spectroscopy General Microscopy Immunoassay

Discipline: Rapid DNA		
Component/Parameter	**Item**	**Key Equipment/Technology**
Field Sampling	Physical Item	Not Applicable
DNA Profile Development	Short Tandem Repeat (STR)	Capillary Electrophoresis

Discipline: Firearms and Toolmarks		
Component/Parameter	**Item**	**Key Equipment/Technology**
Field Sampling	Physical Item	Not Applicable
Distance Determination	Firearm Physical Item	Chemical General Microscopy Measuring Equipment
Function Evaluation	Air Gun Firearm	Dead Weight Measuring Equipment Visual
Individual Characteristic Database	Ammunition	National Integrated Ballistic Information Network (NIBIN)
Physical Comparison	Ammunition	General Microscopy Visual
Qualitative Determination	Ammunition Firearm Metal Nitrate/Nitrite Tool	Chemical General Microscopy Measuring Equipment Reference Collection
Serial Number Restoration	Physical Item	Chemical General Microscopy Magnetic Visual
Trajectory Determination	Inspection/Test Result Physical Item	Measuring Equipment

Discipline: Friction Ridge		
Component/Parameter	**Item**	**Key Equipment/Technology**
Field Sampling	Physical Item	Not Applicable
Enhancement	Ridge Detail	Chemical Physical Software Program
Individual Characteristic Database	Ridge Detail	Next Generation Identification System (NGI)
Physical Comparison	Ridge Detail	Software Program Visual
Qualitative Determination	Blood	Chemical

Discipline: Scene Investigation		
Component/Parameter	**Item**	**Key Equipment/Technology**
Field Sampling	Physical Item	Not Applicable
Enhancement	Physical Item	Chemical

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		Physical Software Program
Qualitative Determination	Body Fluid Metal Physical Item	Chemical Metal Detector Visual

Discipline: Seized Drugs		
Component/Parameter	**Item**	**Key Equipment/Technology**
Qualitative Determination	Botanical Liquid Solid	Chemical Gas Chromatography General Microscopy Infrared Spectroscopy Mass Spectrometry Raman Spectroscopy Visual
Weight Measurement	Botanical Liquid Solid	Balance

Discipline: Toxicology – General Testing		
Component/Parameter	**Item**	**Key Equipment/Technology**
Qualitative Determination	Ante-Mortem Biological Item	Gas Chromatography Immunoassay Liquid Chromatography Mass Spectrometry
Qualitative Determination (Volatiles)	Ante-Mortem Biological Item	Gas Chromatography
Quantitative Measurement	Ante-Mortem Biological Item	Gas Chromatography Immunoassay Liquid Chromatography Mass Spectrometry
Quantitative Measurement (Volatiles)	Ante-Mortem Biological Item	Gas Chromatography

When published on a forensic service provider's Scope of Accreditation, ANAB has confirmed the competence required to develop and validate methods and perform on-going quality assurance for accredited activities. For a listed component/parameter, the forensic service provider may add or modify methods for activities without formal notice to ANAB for items and key equipment/technology listed. Contact the forensic service provider for information on the method utilized for accredited work.

Pamela L. Sale
Vice President, Forensics

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Exhibit B – Fiscal Year 27 Fee Schedule

Service Name	FY27 Rates
DNA FEES	
DNA – Reference Sample (Rate per Sample)	$455
DNA – Per Sample (Rate per Evidence Samples)	$1604
DNA – Stop at Quantification or Interpretation Only (Rate per Sample)	$1102
DNA – Sexual Assault Kit (Kit includes 1 Reference and 3 Evidence Samples)	$1911
DNA – Report Only	$273
DNA – Per Hour	$137
FIREARMS FEES	
Firearms – Per Hour	$164
CRIME SCENE FEES	
Crime Scene – 4 Staff	$30,238
Crime Scene – 3 Staff	$9,774
Crime Scene – 2 Staff	$4,159
Crime Scene – 1 Staff	$2,577
Crime Scene – Per Hour	$131
LATENT PRINT FEES	
Latent Print Comparisons – Per Hour	$124
Latent Print Processing – Per Hour	$131
OTHER FEES	
Controlled Substances – Per Assignment (Up to 5 Exhibits)	$833
TOXICOLOGY FEES	
Toxicology (Alcohol, Blood Test) – Per Sample	$157
Toxicology (Drug Screen, Blood Test) – Per Sample	$350*
Toxicology (Drug Confirmation, Blood Test) – Per Sample	$536

*Drug Screens will be performed as part of an OTS Grant and the cost of this service will not be billed to the submitting agency.

Crime Scene Fees	
Crime Scene – 1 Staff	The fee for a request for Crime Scene service for **X** number of analysts. A request for service may include one or multiple scenes or multiple requests for service. The rate charged will be for the number of analysts needed to complete each request for service per case. For example, one request for service may have four small scenes (primary, secondary, victim, and suspect) and would only require one analyst to manage that request. In this example, the agency would be charged the ***Crime Scene - 1 Staff*** rate. Conversely, a request for service may include one large scene which requires 3 analysts (i.e. large shooting scene with multiple weapons, multiple shooting locations within the scene, and a large volume of evidence to collect and process on scene). In this example, the agency would be charged with the ***Crime Scene - 3 Staff*** rate. Most of the requests for Crime Scene services only require one or two analysts. A case could have multiple requests for service. Using the first example, after the first request was processed with one analyst, the agency added a separate request for vehicle processing. This request only requires one analyst, and the agency would be charged a second, ***Crime Scene - 1 Staff*** rate. Suspect and victim processing may be considered a separate scene when additional staff is requested by the agency for processing. Using the first example again, if one analyst is working on the primary scene and the agency requests a second analyst to process a suspect, the agency will be charged at the ***Crime Scene - 1 Staff*** rate for the initial request and the ***Crime Scene - 1 Staff*** rate for the secondary request (suspect processing). The number of analysts needed to work a scene will be determined by the laboratory and will be based on the complexity of the scene. Each scene will typically be worked start to finish before moving to another scene.
Crime Scene – 2 Staff	
Crime Scene – 3 Staff	
Crime Scene – 4 Staff	
Crime Scene – Per Hour	The hourly rate used to travel to a scene outside of Washoe County. The agency will be charged from Portal to Portal.

Controlled Substances Fees	
Controlled Substances – Per Assignment	Fee for a completed assignment, ***up to five exhibits*** tested. Exhibits are tested as needed to support the highest criminal charge(s). When more than five exhibits are tested, additional assignments will be created. Exhibits are substances with the same general makeup (white powder, crystalline substance, black tar material, etc.) and multiple similar items from the same evidence package can be one exhibit or a single item of evidence may contain multiple exhibits if different.

Toxicology Fees	
Toxicology (Alcohol, Blood Test)	Fee for each completed blood alcohol test. Cases with three-part blood draws will be charged for each alcohol blood draw tested.
Toxicology (Drug Screen, Blood Test)	Fee to screen a blood sample for the presence of controlled substances.
Toxicology (Drug Confirmation, Blood Test)	Fee to confirm the presence of controlled substances in a blood sample. A ***Drug Screen*** will occur prior to a ***Drug Confirmation***. When a request is submitted to analyze a blood sample for alcohol and drugs and the alcohol result is greater than 0.100, only a ***Drug Screen*** will be performed. The agency can make an additional ***Drug Confirmation*** request to confirm the drugs identified in the ***Drug Screen.***

Exhibit C – Description of Services

Service Name	Description
DNA Fees	
DNA – Reference Sample	The fee to analyze one reference sample. Multiple reference samples may be required per assignment, and this charge will be applied per submitted sample.
DNA – Per Sample	The fee to analyze one evidential DNA sample through the interpretation and report writing process. Multiple evidential samples may be collected from a single piece of evidence, and this charge will be applied for each sample processed.
DNA – Stop at Quantification (Lab)	The fee for an evidential DNA sample that does ***not*** move forward to the interpretation process, and the DNA analysis is stopped at the quantification step.
DNA – Interpretation Only	The fee to compare a DNA profile to a previously generated profile with no laboratory work performed.
DNA – Sexual Assault Kit	The fee to process one DNA Sexual Assault Kit. The "Kit" includes testing for one reference sample and up to three evidential samples. Any additional reference samples will be charged at the ***Reference Sample*** rate and additional evidential samples will be charged at the ***Per Sample*** or ***Stop at Quantification*** rate, as appropriate.
DNA – Report Only	The fee to generate a report ***without*** any other work performed by the laboratory. This typically occurs when a case is outsourced to another laboratory.
DNA – Hour	The hourly rate used for work ***not*** outlined in the above charges. This typically occurs when items of evidence are screened for biological samples, but no samples are collected and forwarded for DNA analysis. In this example, the hourly rate will be used for the time spent screening the evidence and writing the report.
DNA Assignment Example	An agency submits a case with three evidence items and two reference samples. Three biological samples were collected from one item of evidence, and two biological samples were collected from each of the other two evidence items (total of ***seven*** evidence samples). **Five** evidence samples were processed through the interpretation and report writing process, **two** evidence samples were stopped at quantification, and the **two** reference samples were processed. The agency would be billed for: **DNA – Per Sample** x 5 samples **DNA – Stop at Quantification** x 2 samples **DNA – Reference Sample** x 2 The number of biological samples collected necessary to support the testing request will be determined by the laboratory.

Latent Print Fees	
Latent Print Comparisons – Per Hour	The hourly rate used for all work performed in the latent print comparison section.
Latent Print Processing – Per Hour	The hourly rate used for all work performed in the latent print processing section.

Firearms Fees	
Firearms – Per Hour	The hourly rate used for all work performed in the firearms sections, including trajectory analysis.

AGENDA ITEM NO. 11.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: **COMMUNITY DEVELOPMENT**

TITLE:
For possible action. Discussion to adopt **Ordinance 2026-1671**, amending Douglas County Code Title 18, Appendix B, the Minden Town Boundary, by annexing approximately 149.69 acres into the Town of Minden boundary. The parcels to be annexed are Assessor Parcel Numbers (APNs) 1320-28-000-051, 1320-28-000-052, 1320-28-000-053 & 1320-28-000-054. They are located north of Buckeye Road and east of the Monterra Planned Development, within the Buckeye Farm Specific Plan area and the Buckeye Farm Neighborhood 1 Planned Development. Second Reading. (Kate O'Neil, Principal Planner).

RECOMMENDED MOTION:

Adopt **Ordinance 2026-1671,** as presented, amending Title 18, Appendix B, of the Douglas County Code, by annexing approximately 149.69 acres into the Town of Minden boundary.

FINANCIAL IMPACT:
APNs 1320-28-000-051, 1320-28-000-052, 1320-28-000-053 & 1320-28-000-054 will be included in the Town of Minden's Ad Valorem tax rate.

BACKGROUND:

On May 6, 2026, the Town of Minden Advisory Board approved a petition to annex four parcels (APNs 1320-28-000-051, 1320-28-000-052, 1320-28-000-053 & 1320-28-000-054) comprising 149.69 acres into the Town of Minden boundary. These parcels are within the approved Buckeye Farm Specific Plan and the approved Planned Development for Buckeye Farm Neighborhood 1.

ATTACHMENTS:
SR_BoCC_2nd_Reading_Ord_for_Annexation_Town_of_Minden_DP-ANX-0002.pdf
Ordinance 2026-1671 Annexation Town of Minden with Exh.A.pdf

Town Annexation Package.pdf
32B - MGSD_Buckeye Farms Letter of Approval.pdf
Buckeye Farms Neighborhood No1 Annexation Presentation - BOCC.pdf

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Post Office Box 218,
Minden, Nevada 89423

Kate Moroles-O'Neil
Principal Planner

TEL 775-782-6212 / FAX 775-782-9007
website: www.douglascountynv.gov

Planning Division

MEMORANDUM

Date: July 16, 2026

To: Board of County Commissioners

From: Kate Moroles-O'Neil, Planning Manager

Subject: Annexation Application 2026-DP-ANX-0002, **Ordinance 2026-1671**, an ordinance to annex 149.69 acres into the Town of Minden boundary pursuant to NRS 269.650 and Douglas County Code Title 18.01 Annexation Procedures for Unincorporated Towns. The parcels to be annexed are Assessor Parcel Numbers (APNs) 1320-28-000-051, 1320-28-000-052, 1320-28-000-053 & 1320-28-000-054.

I. REQUEST

For possible action. Discussion to adopt **Ordinance 2026-1671**, amending Douglas County Code Title 18, Appendix B, the Minden Town Boundary, by annexing approximately 149.69 acres into the Town of Minden boundary. The parcels to be annexed are Assessor Parcel Numbers (APNs) 1320-28-000-051, 1320-28-000-052, 1320-28-000-053 & 1320-28-000-054. Second Reading. (Kate O'Neil, Principal Planner).

II. RECOMMENDATIONS

Approve **Ordinance 2026-1671** to annex 149.69 acres into the Town of Minden boundary pursuant to NRS 269.650 and Douglas County Code Title 18.01 Annexation Procedures for Unincorporated Towns.

III. DISCUSSION AND EVALUATION

Douglas County Code, Title 18, Chapter 18.01 *Annexation Procedures for Unincorporated Towns* requires that applications for annexations be submitted to the Board of Commissioners within six months from the date of final action by the town board. On May 6, 2026, the Town of Minden Board approved petition to annex four parcels (APNs 1320-28-000-051, 1320-28-000-052, 1320-28-000-053 & 1320-28-000-054) comprising of 149.69 acres into the Town of Minden boundary. Pursuant to Douglas County Code, upon approval by the Town Board, applications for annexations may only be considered by the Board of County Commissioners in January, April, July or October.

NRS Section 269.155 and County Code require the Board of Commissioners to adopt an ordinance to amend the boundaries of an unincorporated town. The proposed ordinance with exhibits is attached. Additionally, the town requests that the Douglas County Assessor include APNs 1320-28-000-051, 1320-28-000-052, 1320-28-000-053

& 1320-28-000-054 in the Town's Ad Valorem tax rate as they will be included within the town boundaries and subject to the Ad Valorem tax rate.

IV. Conclusion

Based on the recommendation from the Minden Town Board, staff has found the annexation application to be in compliance with Nevada Revised Statutes, County Code, and the County's Master Plan and, therefore, is recommending the Board approve Ordinance Number 2026-1665.

ORDINANCE 2026-1671

SUMMARY

Ordinance 2026-1671, amending Douglas County Code Title 18, Appendix B, the Minden Town Boundary, by annexing approximately 149.69 acres into the Town of Minden boundary. The parcels to be annexed are Assessor Parcel Numbers (APNs) 1320-28-000-051, 1320-28-000-052, 1320-28-000-053 & 1320-28-000-054.

TITLE

Ordinance 2026-1671, amending Douglas County Code Title 18, Appendix B, the Minden Town Boundary, by annexing approximately 149.69 acres into the Town of Minden boundary. The parcels to be annexed are Assessor Parcel Numbers (APNs) 1320-28-000-051, 1320-28-000-052, 1320-28-000-053 & 1320-28-000-054.

RECITALS

WHEREAS on May 6, 2026, the Minden Town Board approved a petition to annex the parcels identified as APNs 1320-28-000-051, 1320-28-000-052, 1320-28-000-053 & 1320-28-000-054, comprising 149.69 acres (the "Properties"), into the Town of Minden boundary.

WHEREAS, on July 2, 2026, the Douglas County Board of Commissioners (the "Board") introduced this Ordinance 2026-1671, which complies with the requirements of NRS 269.650 and Doulgas County Code Chapter 18.01.

WHEREAS, on July 16, 2026, the Board held a public hearing on this Ordinance 2026-1671 and determined that the findings required for annexation of the Property into the Town of Minden, as stated in Douglas County Code Chapter 18.01, had been met and that Ordinance 2026-1671 should therefore be adopted.

NOW THEREFORE, based on the foregoing considerations, the Board does ordain as follows:

SECTION I: The boundary of the Town of Minden, which has previously been surveyed, mapped, and platted as set forth in Title 18, Appendix B of the Douglas County Code, is hereby amended pursuant to NRS 269.650 and Douglas County Code Chapter 18.01 to include the Properties as set forth in the legal description and maps attached hereto as **Exhibit A**. The areas hereby annexed are APNs 1320-28-000-051, 1320-28-000-052, 1320-28-000-053 & 1320-28-000-054.

SECTION II: This ordinance shall be in full force and effect two weeks after this Ordinance is approved by the Board of County Commissioners, and it is conditional upon the boundary map, as set forth in **Exhibit A**, being filed with the Office of the County Recorder by the Town of Minden.

//

//

Proposed on the ____ day of _____, 2026.

Proposed by Commissioner _____.

Adopted this ____ day of _____, 2026, by the following vote:

Vote-- Ayes: Commissioners _____

_____

_____

_____

_____

Nays: Commissioners _____

_____

Absent: Commissioners _____

_____

_____
Mark Gardner, Chairman
Douglas County Board of Commissioners

Attest:

_____
Amy Burgans, Douglas County Clerk

This ordinance is effective on the ____ day of _____, 2026.

APPENDIX B. MINDEN TOWN BOUNDARY

As approved July 16, 2026, by the Board of Douglas County Commissioners.

The boundaries of the Town of Minden are defined as being all that land lying and being in portions of Sections 29, 30, 31, and 32 of Township 13 North, Range 20 East, and a portion of Section 25 Township 13 North, Range 19 East, M.D.B. & M., County of Douglas, State of Nevada, and more particularly described as follows (Boundary description reads clockwise around town perimeter):

Call out and boundary description, (X) denotes map reference, reference maps are intended to provide additional line information only. See references at end of appendix B.

Segment One: From the eastern town boundary at the south right-of-way line of U.S. Highway 395 along the southern town boundary to the west right-of-way line of State Route 88.

100 COMMENCING at a point, said point being the furthest most southeast corner of the plat entitled Town Boundaries of the Town of Minden (A) from which, the common quarter corner of Sections 32 and 33, Township 13 North, Range 20 East, bears South 68°18'29" East, a distance of 2360.58 feet; said point being the TRUE POINT OF BEGINNING;

101 thence North 44°54'00" West along the southerly right-of-way of County Road, a distance of 603.73 feet (A);

102 thence North 63°28'00" West continuing along aforesaid right-of-way, a distance of 131 feet (A);

103 thence South 26°35'00" West, a distance of 168.03 feet (A);

104 thence South 45°09'00" West, a distance of 20 feet (A);

105 thence South 44°51'00" East, a distance of 560 feet (B);

106 thence South 45°09'00" West, a distance of 250 feet (B);

107 thence South 00°33'00" West, a distance of 478.71 feet (C);

108 thence South 00°30'00" West, a distance of 141.11 feet (Book 47, Page 39);

109 thence North 89°50'20" West, a distance of 5 feet (Book 47, Page 39);

110 thence South, a distance of 280 feet (Book 47, Page 39);

111 thence West, a distance of 287.26 feet (Book 47, Page 39);

112 thence North 00°30'00" East, a distance of 423.65 feet (Book 47, Page 39);

113 thence South 89°27'00" East, a distance of 42 feet (Z);

114 thence North 00°33'00" East, a distance of 25.00 feet (Z);

115 thence North 89°27'00" West, a distance of 26.50 feet (Z);

116 thence North 01°28'27" East, a distance of 155.02 feet (Z);

117 thence North 00°33'00" East, a distance of 184.09 feet (Z);

118 thence North 41°53'04" West, a distance of 48.45 feet (Z);

119 thence North 45°09'00" East, a distance of 21.49 feet (Z);

120 thence North 44°51'00" West, a distance of 135.00 feet (S & Z);

121 thence North 44°51'00" West, a distance of 385.57 (S);

122 thence North 63°25'00" West, a distance of 1412.16 feet (b);

123 thence North 26°35'00" East, a distance of 260.00 feet (b);

124 thence North 63°25'00" West, a distance of 85.00 feet (b);

125 thence South 26°35'00" West, a distance of 5.00 feet (b);

126 thence North 64°50'56" West, a distance of 80.02 feet (b);

127 thence North 66°22'16" West, a distance of 95.13 feet (b);

128 thence North 63°25'00" West, a distance of 60.00 feet (b);

129 thence North 26°35'00" East, a distance of 15 feet (BLA/Book 1085, Page 176);

130 thence South 26°35'00" West, a distance of 15 feet; (Book 198, Page 2288);

131 thence North 63°25'00" West, a distance of 205 feet (BLA/Book 1085, Page 176) (BLA/Book 198, Page 2288);

132 thence North 26°35'00" East, a distance of 15 feet (BLA/Book 1085, Page 176);

133 thence North 63°25'00" West, a distance of 220 feet (A);;

134 thence North 63°25'00" West, a distance of 56.56 feet (A);

135 thence South 26°35'00" West, a distance of 90 feet (A & G);

136 thence North 63°25'00" West, a distance of 495.00 feet (G, H & I);

137 thence South 26°35'00" West, a distance of 580.00 feet (I);

138 thence North 63°25'00" West, a distance of 720.00 feet (I);

139 thence North 73°44'36" West, a distance of 194.76 feet (J);

140 thence North 89°06'30" West, a distance of 120.00 feet (J);

141 thence South 25°15'00" West, a distance of 374.67 feet (H);

142 thence North 67°45'00" West, a distance of 120.17 feet (H);

143 thence South 25°15'00" West, a distance of 410.00 feet (H);

144 thence North 53°00'00" West, a distance of 720.00 feet to a point on the easterly right-of-way State Route 88 (H);

145 thence West, a distance of 80' more or less to the westerly right-of-way of State Route 88 (Bounds Only).

Segment two: From the west right-of-way line of state route 88 along the western town boundary to the west right-of-way line of U.S. Highway 395 along the northern town boundary;

201 thence in a general northerly direction along the west right-of-way line of State Route 88 to the southeast corner of the plat entitled Annexation Map for Hickey Brothers, Inc., to the Town of Minden and the Minden-Gardnerville Sanitation District (L);

202 thence North 58°00'00"West, a distance of 1,112.87 feet (L);

203 thence North, a distance of 255.91 feet (L);

204 thence North 68°09'00" West, a distance of 468.82 feet (L);

205 thence North 35°09'00" West, a distance of 68.00 feet (L);

206 thence North 45°37'32" West, a distance of 221.10 feet (L);

207 thence North 33°30'32" West, a distance of 220.39 feet (L);

208 thence North 43°55'32" West, a distance of 274.23 feet (L);

209 thence North 32°55'33" West, a distance of 159. 90 feet (L);

210 thence North 20°30'32" West, a distance of 202.10 feet (L);

211 thence North 04°40'32" West, a distance of 225.20 feet (L);

212 thence North 22°26'32" West, a distance of 410.00 feet (L);

213 thence North 07°05'32" West, a distance of 319.10 feet (L);

214 thence North 18°48'32" West, a distance of 210.40 feet (L);

215 thence North 47°48'32" West, a distance of 326.90 feet (L);

216 thence North 38°48'32" West, a distance of 239.30 feet (L);

217 thence North 08°23'32" West, a distance of 208.40 feet (L);

218 thence North 73°14'37" East, a distance of 452.20 feet (L);

219 thence North 14°59'32" West, a distance of 725.61 feet (L);

220 thence North 76°42'28" East, a distance of 29.34 feet (L);

221 thence North 00°15'03" East, a distance of 499.16 feet (L & T);

221A thence North 89°02'12" East, a distance of 26.17 feet (T);

221B thence North 06°37'07" East, a distance of 5.68 feet (T);

221C thence North 54°54'46" East, a distance of 102.48 feet (T);

221D thence North 43°59'30" East, a distance of 31.54 feet (T);

222 thence South 88°43'39" East, a distance of 721.50 feet (T);

223 thence South 88°43'39" East, a distance of 410.44 feet (T);

224 thence North 77°50'39" East, a distance of 115.37 feet (T);

225 thence South 88°43'39" East, a distance of 205.83 feet (T);

226 thence North 08°21'49" West, a distance of 383.43 feet (T);

227 thence South 88°58'39" East, a distance of 1416.10 feet to a point on the West Right-of-Way Line of U.S. Highway 395(T); also, being along the Northerly boundary of the Town.

Segment three: From the west right-of-way line of U.S. Highway 395 along the northerly town boundary and around the north, east, and southerly perimeter of the Ranch at Gardnerville to the southeast corner of APN 1320-29-402-014 a common corner with the Ranch at Gardnerville.

300 thence along the west right-of-way line of U.S. Highway 395 North 00°18'00" East 73.87 feet (U);

301 thence North 89°47'31" East, a distance of 2605.68 feet to the section corner of 19, 20, 30 & 29 (U);

302 thence South 89°30'35" East, a distance of 47.65 feet (Y);

303 thence South 89°31'55" East, a distance of 2091.59 feet (Y);

304 thence North 00°49'25" East, a distance of 213.00 feet (Y);

305 thence South 89°31'55" East, a distance of 220.00 feet (Y);

306 thence South 00°49'25" West, a distance of 213.00 feet (Y);

307 thence South 89°31'55" East, a distance of 284.93 feet (Y);

308 thence South 89°12'54" East, a distance of 15.06 feet (Y);

309 thence North 00°48'57" East, a distance of 395.60 feet (a);

310 thence South 89°30'10" East, a distance of 1629.81 feet (a);

311 thence South 00°30'17" East, a distance of 126.31 feet to the southerly right-of-way line of Muller Parkway and the beginning of a non-tangent curve to the right, the center of which bears South 00°30’08” West;

312 thence along said southerly right-of-way line, along said curve, having a radius of 1297.50 feet, through a central angle of 31°06’33”, for an arc length of 704.49;

313 thence continuing along said southerly right-of-way line, South 58°23’19” East, 131.56 feet to the beginning of a tangent curve to the left;

314 thence continuing along said southerly right-of-way line, along said curve, having a radius of 1402.50 feet, through a central angle of 30°59’32”, an arc length of 758.64 feet;

315 thence continuing along said southerly right-of-way line, South 89°22’51” East, 1226.14 feet to the beginning of a tangent curve to the right;

316 thence continuing along said southerly right-of-way line, along said curve, having a radius of 1297.50 feet, through a central angle of 38°04’54”, an arc length of 862.38 feet;

317: thence leaving said southerly right-of-way line, South 00°13’53” West, 511.78 feet;

318 thence South 00°13’32” West, a distance of 1679.95 feet to said northerly right-of-way line of Buckeye Road;

319: Thence southerly a distance of 80 feet more or less to the southerly right-of-way line of Buckeye Road (bounds only);

320: Thence along said southerly right-of-way line, South 89°29’43” East, a distance of 3503.88 feet;

321: Thence South 00°20’20” West, a distance of 3,385.76 feet to the easterly prolongation of the northerly right-of-way line of Zerolene Road;

322: Thence along said easterly prolongation and said northerly-right-of-way line, North 89°42’32” West, a distance of 463.60 feet;

323: Thence leaving said northerly right-of-way line, North 35°33’10” West, 589.61 feet;

324 thence North 38°50'33" West, a distance of 80.14 feet;

325 thence North 28"17'55" West, a distance of 131.62 feet;

326 thence North 51°49'55" West, a distance of 126.45 feet;

327 thence North 28°17'02" West, a distance of 208.95 feet;

328 thence North 22°39'41" West, a distance of 218.42 feet;

329 thence North 02°14'26" East, a distance of 79.34 feet;

330 thence North 81°13'07" West, a distance of 432.72 feet;

331 thence North 52°09'48" West, a distance of 213.23 feet.

Segment Four: From the southeast corner of APN 1320-29-402-014 a common corner with the Ranch at Gardnerville along the easterly town boundary to the west right-of-way of U.S. Highway 395 and the TRUE POINT OF BEGINNING.

401 thence along a non-tangent curve (concave to the northwest) the center of which bears North 60°38'15" West, a distance of 613.00 feet, through a central angle of 02°49'13" to the right a length of 30.17 feet;

402: thence South 55°20’19” East, a distance of 9.17 feet;

403: thence South 36°14’41” East, a distance of 81.30 feet;

404: thence South 05°56’16” West, a distance of 39.40 feet;

405: thence South 24°03’51” West, a distance of 84.38 feet;

406: thence South 12°06’20” West, a distance of 216.33 feet;

407: thence South 00°44’21” West, a distance of 42.64 feet;

408: thence South 36°18’32” East, a distance of 28.87 feet;

409: thence South 28°04’31” East, a distance of 482.47 feet;

410: thence South 59°17’37” West, a distance of 251.56 feet;

411 thence South 31°22'00" East, a distance of 461.51 feet to the southerly right-of-way line of Zerolene Road (A);

412 thence along said southerly right-of-way line, North 89°32'00" East, a distance of 175.03 feet to the westerly right-of-way line of Zerolene Place (A);

413 thence along said westerly right-of-way line and the southeasterly prolongation thereof, South 31°29'00" East, a distance of 379.80 feet (R);

414 thence South 58°31'00" West, a distance of 293.84 feet (R);

415 thence South 31°29'00" East, a distance of 25.00 feet (R);

416 thence North 58°31'00" East, a distance of 143.06 feet (R);

417 thence South 31°29'00" East, a distance of 5.01 feet (R);

418 thence South 31°29'00"East, a distance of 408.17 feet (A);

419 thence South 70°31'00" West, a distance of 148.34 feet to a point on the easterly right-of-way of U.S. Highway 395 (A);

420 thence South 48°35'18" West, a distance of 91.96 feet (A) to the TRUE POINT OF BEGINNING.

Excepting therefrom the following seven tracts of land:

(Note that former tract "A" has been incorporated into the Minden Town Boundary by this annexation map).

Tract B: West of and adjoining the Beneteau Subdivision:

B00 Commencing at a point located at the southwest corner of Lot 13, Block "A" of the Final Map of the Beneteau Subdivision as recorded on October 21, 1980, in Book 1080 at Page 1733 as Document Number 49919 of the Official Records of Douglas County Nevada, said point being the TRUE POINT OF BEGINNING;

B01 thence North 01°55'25" West, a distance of 409.93 feet;

B02 thence North 63°25'00" West, a distance of 501.15 feet;

B03 thence South 01°43'13" West, a distance of 400.53 feet

B04 thence South 63°12'00" East, a distance of 96.18 feet;

B05 thence South 00°53'00" West, a distance of 76.45 feet;

B06 thence North 75°03'00" East, a distance of 103.45 feet;

B07 thence South 63°12'00" East, a distance of 326.04 feet to the TRUE POINT OF BEGINNING;

Tract "B" consists of APN: 1320-30-802-008 and 1320-30-802-009.

Previously annexed per 2008 annexation map APN 1320-30-802-001 Minden Gateway Center now APN 1320-30-802-027 known as The Maverick Station.

Tract C: East of and adjoining the Beneteau Subdivision.

C00 Commencing at a point located at the southeast corner of Lot 1, Block "A" of the Final Map of the Beneteau Subdivision as recorded on October 21, 1980, in Book 1080 at Page 1733 as Document Number 49919 of the Official Records of Douglas County Nevada, said point being the TRUE POINT OF BEGINNING;

C01 thence North 26°31'39" East, a distance of 467.70 feet;

C02 thence South 63°25'00" East, a distance of 704.23 feet;

C03 thence South 26°35'00" West, a distance of 18 feet;

C04 thence South 63°25'00" East a distance of 55 feet;

C05 thence South 26°35'00"West a distance of 322 feet;

C06 thence South 63°25'00" East a distance of 10 feet;

C07 thence South 26°35'00"West, a distance of 128 feet;

C08 thence North 63°25'00" West, a distance of 769 feet to the TRUE POINT OF BEGINNING.

Tract "C" consists of Assessor's Parcel Numbers: 1320-30-802-010 & 1320-30-802-011.

Tract D: Previously annexed per 1999 annexation map now APN 1320-30-702-023.

Tract E: Annexed per 1996 annexation map APN 1320-30-701-004 Minden Gateway Center now APN 1320-30-701-022.

Tract F: West of Monte Vista Subdivision.

F00 Commencing at a Nevada Department of Transportation survey well in the center southbound lane of U.S. Highway 395, a brass disk in concrete, Station "S" 56+92.33 P.T., as shown on the Record of Survey to Support a Boundary Line Adjustment for Roland and Joan P. Dreyer filed for record July 31, 1997 in the office of Recorder, Douglas County, Nevada as Document No. 418466; thence South 89°41'44" East, a distance of 117.00 feet to a point on the easterly right-of-way line of U.S. Highway 395; thence North 00°18'16" East, a distance of 691.37 feet to the TRUE POINT OF BEGINNING (V);

F01 thence North 00°18'16" East, a distance of 787.46 feet;

F02 thence South; 88°04'41" East, a distance of 598.37 feet;

F03 thence North 83°42'04" East, a distance of 450.25 feet;

F04 thence South 00°06'32" West, a distance of 15.77 feet;

F05 thence North 82°40'39" East, a distance of 257.19 feet;

F06 thence South 14°07'45" East, a distance of 444.27 feet;

F07 thence South; 05°29'22" East, a distance of 936.87 feet;

F08 thence South 74°33'56" West, a distance of 316.81 feet;

F09 thence South 85°37'32" West, a distance of 212.27 feet;

F10 thence South 05°36'55" West, a distance of 174.33 feet to the northerly line of Ironwood Drive;

F11 thence North 63°25'00" West, a distance of 331.57 feet;

F12 thence 549.06 feet along the arc of a curve to the right having a central angle of 48°43'00" and a radius of 645.76 feet, (chord bears N. 39°03'00" W., 532.68 feet);

F13 thence North 14°42'00" West, a distance of 102.51 feet

F14 thence 248.71 feet along the arc of a curve to the left having a central angle of 75°00'00" and a radius of 190.00 feet, (chord bears N. 52°12'00" W., 231.33 feet);

F15 thence North 89°42'00" West, a distance of 127.83 feet to the TRUE POINT OF BEGINNING;

Tract "F" consists of Assessor's Parcel Number 1320-30-501-010.

Tract H: South of Winhaven and north of Carson Valley Inn.

H00 Commencing at a point located at the northwest corner of Assessor's Parcel 1320-29-201-010, of the Annexation Map for Hanly, Dreyer, Dreyer, Western Nevada Properties, Inc., and Western Nevada Properties, Inc., Et Al, to the town of Minden and the Minden-Gardnerville Sanitation District recorded on August 21, 1986, in Book 886 at page 2432 as Document Number 139442, said point being the TRUE POINT OF BEGINNING;

H01 thence South 26°09'23" West, a distance of 203.53 feet (N);

H02 thence North 89°00'49" West, a distance of 960.69 feet (N);

H03 thence South 00°59'11" West, a distance of 181.09 feet;

H04 thence North 89°00'49" West, a distance of 239.98 feet;

H05 thence North 00°00'08" West, a distance of 181.12 feet;

H06 thence North 89°45'39" West, a distance of 255.02 feet (N);

H07 thence South 09°06'00" East, a distance of 183.96 feet;

H08 thence North 89°28'46" West, a distance of 324.29 feet;

H09 thence South 89°54'12" West, a distance of 687.31 feet;

H10 thence South 00°58'22" West, a distance of 456.01 feet (W);

H11 thence 596.66 feet along the arc of a non-tangent curve to the left having a radius of 940.00 feet, (the radius point bearing North 26°06'54" East from the beginning of curve), a central angel of 34°43'20" and a chord South 81°14'46" East 560.98 feet to a point of reverse curvature (W);

H12 thence 340.50 feet along the arc of a non-tangent curve to the right having a radius of 1,600 feet (the radius point bearing South 03°08'43" West from the end of curve), a central angle of 11°45'09" and a chord of North 87°16'09" East 339.90 feet (W);

H13 thence South 55°53'49" West, a distance of 321.67 feet (W);

H14 thence North 87°58'42" East, a distance of 154.01 feet (W);

H15 thence South 59°44'53" East, a distance of 140.05 feet (W;

H16 thence South 38°00'32" East, a distance of 181.30 feet (W);

H17 thence South 43°54'50" East, a distance of 88.74 feet (W);

H18 thence South 50°50'50" East, a distance of 141.99 feet (W);

H19 thence South 65°37'09" East, a distance of 221.15 feet (W);

H20 thence South 46°49'49" West, a distance of 75.50 feet (W);

H21 thence North 27°32'06" East, a distance of 1233.28 feet (W);

H22 thence North 16°54'39" West, a distance of 52.52 feet to the TRUE POINT OF BEGINNING (W);

Tract "H" consists of Assessor's Parcel Number: 1320-29-301-006, 1320-29-201-010, 009, 008, 007 and 013.

Tract I: West of and adjoining The Ranch at Gardnerville.

I00 Commencing at a point located at the southeast corner of APN 1320-29-301-005 of the Parcel Map for Judy Keele, Trustee of the First Amended Dean Seeman Trust Agreement Dated October 2, 1990, recorded on November 30, 2011, in Book 1111 at Page 6260 as Document Number 793410, said point being the TRUE POINT OF BEGINNING;

I01 thence North 00°31'44" East, a distance of 959.83 feet (X);

I02 thence 278.48 feet along the arc of a curve to the left having a radius of 690.00 feet, central angle 23°07'25" and a chord of South 38°53'12" East, 276.59 feet (X);

I03 thence South 27°19'29" East, a distance of 619.28 feet (X);

I04 thence South 38°16'24" East, a distance of 69.29 feet (X);

I05 thence South 18°02'31" East, a distance of 175.65 feet (X);

I06 thence South 45°08'20" East, a distance of 116.07 feet (X);

I07 thence South 85°43'31" East, a distance of 34.51 feet (X);

I08 thence North 74°28'30" East, a distance of 82.85 feet (X);

I09 thence North 59°07'41" East, a distance of 174.30 feet (X) to the TRUE POINT OF BEGINNING;

Track "I" consists of APN: 1320-29-301-005.

Parcel 17 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Park Ranch Holdings, LLC, according to the map thereof, filed in the office of the County Recorder of Douglas County, on June 13, 2022, as File No. 2022-986230, being more particularly described as follows:

A parcel of land located within Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

BEGINNING at the southwest corner of the herein described parcel, being a point on the northerly line of Buckeye Road, from which the northwest corner of said Section 28 bears North 24°42'03" West, 2,885.74 feet;

Thence North 00°30'17" East, 2,007.34 feet;

Thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 1,600.00 feet, central angle of 38°49'45", arc length of 1,079.66 feet, and chord bearing a distance of South 77°22'06" East, 1,059.29 feet;

Thence along the arc of a reverse curve to the left, having a radius of 850.00 feet, central angle of 18°59'12", and arc length of 281.67 feet;

Thence South 00°13'32" West, 1,679.95 feet to a point on said northerly line of Buckeye Road;

Thence along said northly line of Buckeye Road, North 89°29'43" West, 1,303.88 feet to the POINT OF BEGINNING.

Parcel 17 consists of APN: 1320-28-000-045.

REFERENCES:

(A) Map showing the town boundaries of the Town of Minden, Douglas County, Nevada, recorded September 12, 1957, as Document 20830.

(B) Wildrose Subdivision Plat Number 2; recorded December 5, 1966, in Book 46 at page 286, as Document 34825.

(C) Deseret Unit Number 1; recorded April 17, 1972, in Book 99 at Page 219, as Document 58855.

(D) Wildrose Number 3, Unit 3; recorded April 4, 1973, in Book 473 at Page 72, as Document 65028.

(E) Wildrose Number 3, Unit 2; recorded June 29, 1972, in Book 102 at Page 517, as Document 60350.

(F) Wildrose Number 3, Unit 1; recorded October 22, 1971, in Book 92 at Page 541, as Document 55071.

(G) Annexation Map, Duane E. Mack, Lots A, B, C-1 & C-2 to the Town of Minden and the Minden-Gardnerville Sanitation District (MGSD); recorded February 4, 1977, in Book 277, Page 223, as Document 06708.

(H) Annexation Map, Duane E. Mack to the Town of Minden and the MGSD recorded May 12, 1978 in Book 578 at Page 845, as Document 20601.

(I) Annexation map, Mack Land and Cattle Company to the Town of Minden and the MGSD recorded September 12, 1989 in Book 989 at Page 1372, as Document 201690.

(J) Annexation map, Duane E. Mack Family Trust to the Town of Minden and the MGSD recorded April 23, 1984 in Book 484 at Page 1719, as Document 99818.

(K) Deleted.

(L) Annexation map for Hickey Brothers, Inc. to the Town of Minden and the MGSD; recorded September 11, 1979, in Book 979 at Page 807, as Document 36520.

(M) Annexation map, Minden-Gardnerville Sanitation District Plant Site to the Town of Minden; recorded January 29, 1981, in Book 181 at Page 1660, as Document 53008.

(N) Annexation map for Hanly, Dreyer & Western Nevada Properties to the Town of Minden and the MGSD; recorded August 21, 1986 in Book 886 at Page 2432, as Document 139442.

(O) Annexation map for the Mulreany & Associates #1 to the Town of Minden and the MGSD; recorded August 6, 1987, in Book 887 at Page 609, as Document 159733.

(P) Annexation map for the Mulreany & Associates #2 to the Town of Minden and the MGSD; recorded August 6, 1987, in Book 887 at Page 610, as Document 159734.

(Q) Annexation map, Bently Nevada, Inc. to the Town of Minden and the MGSD; recorded September 12, 1979, in Book 979 at Page 964, as Document Number 36602.

(R) Boundary Line Adjustment for Shirley Yvonne Fraser, copy on file with the Department of Public Works.

(S) Final Subdivision Map for Mackland Unit 3; recorded October 13, 2003, in Book 1003 at Page 5813, as Document Number 593255.

(T) Record of Survey to Support Lot Line Adjustment for Westwood Park Homeowners Association and Minden Gardnerville Sanitation District Recorded on April 11, 2000, in Book 400 at Page 1729, as Document Number 489711.

(U) Map showing Division into Large Parcels for Roland and Joan P. Dreyer; recorded February 28, 1996, in Book 206 at Page 4633, as Document Number 382216.

(V) Map showing Division into Large Parcels for Roland and Joan P. Dreyer recorded November 7, 2001, in Book 1101 at Page 1931, as Document Number 527149.

(W) Record of Survey in Support of Boundary Line Adjustment for Douglas County and Judy Keele, Trustee of the First Amended Dean Seeman Trust Agreement dated October 2, 1990; recorded November 30, 2011, in Book 1111, at Page 6264, as Document Number 793412.

(X) Parcel Map for Judy Keele Trustee of the First Amended Dean Seeman Trust Agreement dated October 2, 1990; recorded November 30, 1990, in Book 1111, at Page 6260, as Document Number 793410.

(Y) Record of Survey to Support a Boundary Line Adjustment for Bently Family Limited Partnership; recorded February 13, 2012, in Book 0212, at Page 2385 as Document Number 797259.

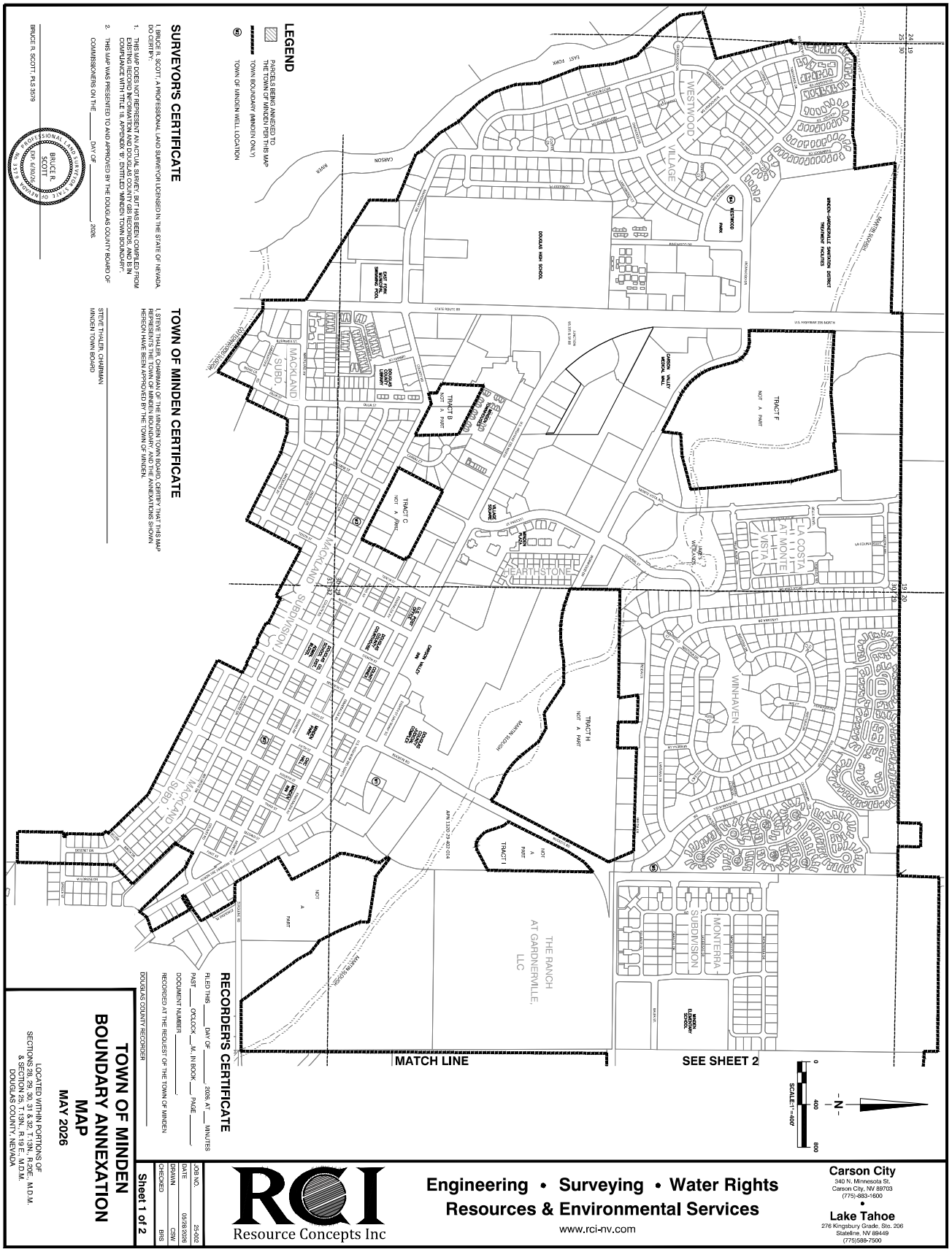
(Z) Record of Survey to Support a Boundary Line Adjustment for Mack Land and Cattle Company et al; recorded June 29, 2009, in Book 0609 at Page 9130, as Document Number 746235.

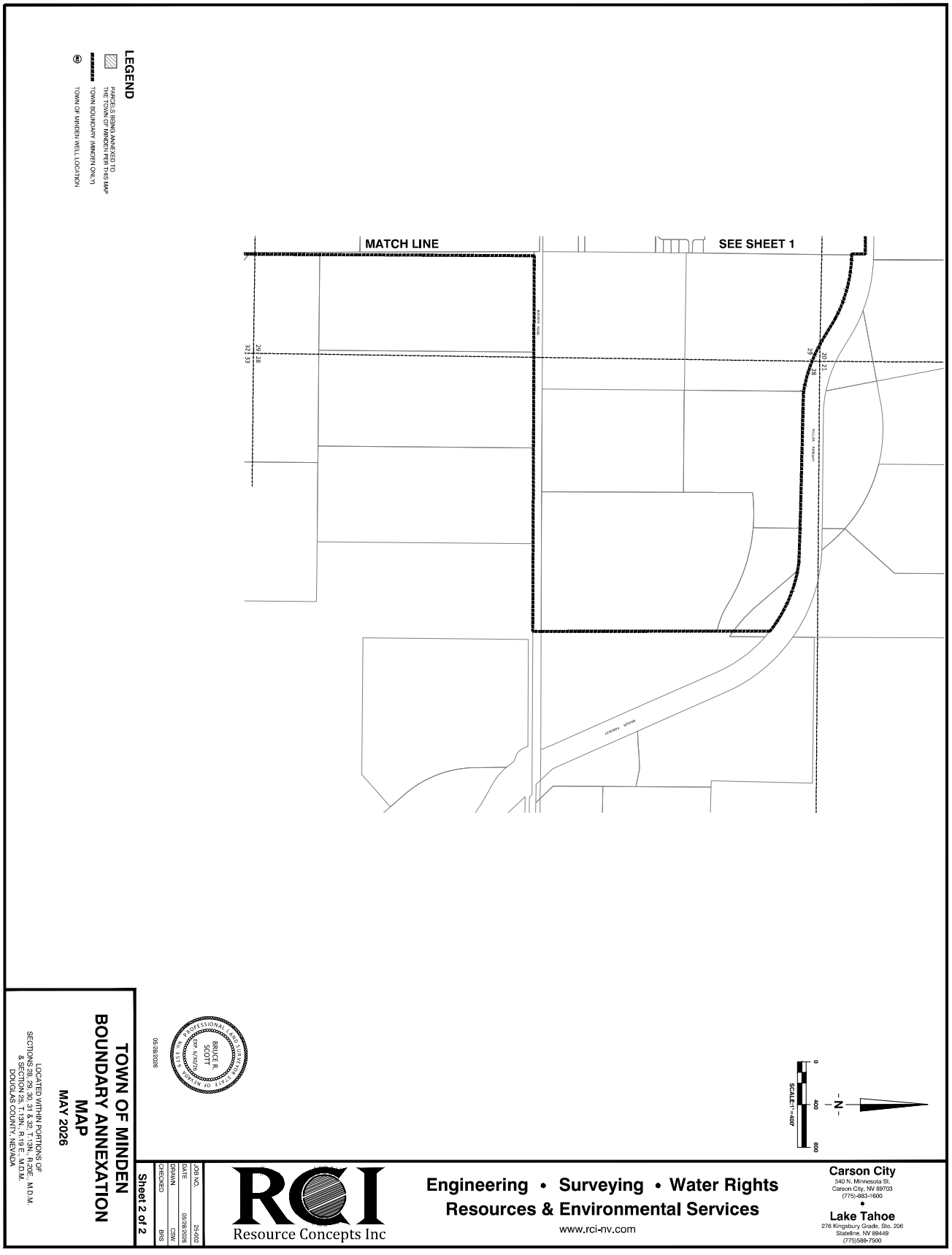
  (a) Record of Survey to Support a Boundary Line Adjustment for Park Cattle Company; recorded September 18, 2003, in Book 0903 at Page 9581, as Document Number 590378.

  (b) Record of Survey to Support a Boundary Line Adjustment for Mack Land & Cattle Company, recorded January 8, 2018, as Document Number 2018-908905.

(Ord. 1550, 2019; Ord. 1549, 2019; Ord. 1389, 2013; Ord. 1367, 2012; Ord. 1243, 2008; Ord. 1157, 2006; Ord. 812, 1998; Ord. 738, 1996; Ord. 591, 1993; Ord. 561, 1992, Ord. 379, § 2(part), 1981; Ord. 351, § 3(part), 1980)

(Ord. No. 2025-1657, § II(Exh. A), 7-17-2025)


LEGEND
PARCELS BEING ANNEXED TO THE TOWN OF MINDEN PER THIS MAP
TOWN BOUNDARY (MINDEN ONLY)
TOWN OF MINDEN WELL LOCATION
SURVEYOR'S CERTIFICATE
I, BRUCE R. SCOTT, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, DO CERTIFY:
1. THIS MAP DOES NOT REPRESENT AN ACTUAL SURVEY, BUT HAS BEEN COMPILED FROM EXISTING RECORD INFORMATION AND DOUGLAS COUNTY GIS RECORDS, AND IS IN COMPLIANCE WITH TITLE 18, APPENDIX 'B', ENTITLED 'MINDEN TOWN BOUNDARY'.
2. THIS MAP WAS PRESENTED TO AND APPROVED BY THE DOUGLAS COUNTY BOARD OF COMMISSIONERS ON THE _____ DAY OF _____, 2026.
BRUCE R. SCOTT, PLS 3579
TOWN OF MINDEN CERTIFICATE
I, STEVE THALER, CHAIRMAN OF THE MINDEN TOWN BOARD, CERTIFY THAT THIS MAP REPRESENTS THE TOWN OF MINDEN BOUNDARY AND THE ANNEXATIONS SHOWN HEREON HAVE BEEN APPROVED BY THE TOWN OF MINDEN.
STEVE THALER, CHAIRMAN
MINDEN TOWN BOARD
RECORDER'S CERTIFICATE
FILED THIS _____ DAY OF _____, 2026, AT _____ MINUTES PAST _____ O'CLOCK _____ M., IN BOOK _____, PAGE _____
DOCUMENT NUMBER _____
RECORDED AT THE REQUEST OF THE TOWN OF MINDEN
DOUGLAS COUNTY RECORDER
MATCH LINE
SEE SHEET 2
SCALE: 1"=400'
TOWN OF MINDEN
BOUNDARY ANNEXATION
MAP
MAY 2026
LOCATED WITHIN PORTIONS OF
SECTIONS 24, 25, 30 & 31, T.14N., R.19E., M.D.M.
& SECTION 25, T.13N., R.19E., M.D.M.
DOUGLAS COUNTY, NEVADA
Sheet 1 of 2
JOB NO. 25-002
DATE 02/28/2026
DRAWN GSN
CHECKED BRS
RCI
Resource Concepts Inc
Engineering • Surveying • Water Rights
Resources & Environmental Services
www.rci-nv.com
Carson City
340 N. Minnesota St.
Carson City, NV 89703
(775)-883-1600
Lake Tahoe
276 Kingsbury Grade, Ste. 206
Stateline, NV 89449
(775)588-7500


LEGEND
PARCELS BEING ANNEXED TO THE TOWN OF MINDEN PER THIS MAP
TOWN BOUNDARY (MINDEN ONLY)
TOWN OF MINDEN WELL LOCATION
MATCH LINE
SEE SHEET 1
TOWN OF MINDEN BOUNDARY ANNEXATION MAP
MAY 2026
LOCATED WITHIN PORTIONS OF SECTIONS 28, 29, 32, 33 T.14N., R.19E., M.D.M. & SECTION 25, T.14N., R.19E., M.D.M. DOUGLAS COUNTY, NEVADA
BRUCE R. SCOTT
PROFESSIONAL LAND SURVEYOR
STATE OF NEVADA
EXP. 6/30/26
05/28/2026
Sheet 2 of 2
JOB NO. 25-002
DATE 05/28/2026
DRAWN GSN
CHECKED BRS
SCALE: 1"=400'
0
400
800
N
RCI
Resource Concepts Inc
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www.rci-nv.com
Carson City
340 N. Minnesota St.
Carson City, NV 89703
(775)-883-1600
Lake Tahoe
276 Kingsbury Grade, Ste. 206
Stateline, NV 89449
(775)588-7500

Annexation to Town of Minden

BOLD items are included in the submittal package.

Town of Minden Annexation

- **Town of Minden letter of approval**
- **Minden-Gardnerville Sanitation District letter of approval**
- **Legal description of Town of Minden boundary**
- **Revised Town of Minden Boundary Map**
- **Town of Minden Minutes**

Minden
NEVADA

5/7/2026

Coleen Thran Zepeda
Douglas County Community Development
1594 Esmeralda Ave
Minden, NV 89423

RE: Approval of Annexation for Buckeye Farm Neighborhood No.1 APN 1320-28-000-051, 052, 053, & 054

Dear Ms. Thran Zepeda,

At the May 6, 2026 Minden Town Board Meeting, the Town Board approved the annexation of Assessor Parcels 1320-28-000-051, 052, 053, & 054, from Park Ranch Holdings, LLC. The petition is to annex to the Town of Minden; 149.69 acres of land located on the North side of Buckeye Road and abutting the East side of the Monterra Subdivision.

Prior to final map acceptance, the applicant must pay all final fees.

Please call me at (775)782-5976 with any questions or comments.

Sincerely,

John D Frisby, P.E.
Town Manager
Town of Minden

APPENDIX B. MINDEN TOWN BOUNDARY

As approved July 16, 2026 by the Board of Douglas County Commissioners.

The boundaries of the Town of Minden are defined as being all that land lying and being in portions of Sections 29, 30, 31, and 32 of Township 13 North, Range 20 East, and a portion of Section 25 Township 13 North, Range 19 East, M.D.B. & M., County of Douglas, State of Nevada, and more particularly described as follows (Boundary description reads clockwise around town perimeter):

Call out and boundary description, (X) denotes map reference, reference maps are intended to provide additional line information only. See references at end of appendix B.

Segment One: From the eastern town boundary at the south right-of-way line of U.S. Highway 395 along the southern town boundary to the west right-of-way line of State Route 88.

100 COMMENCING at a point, said point being the furthest most southeast corner of the plat entitled Town Boundaries of the Town of Minden (A) from which, the common quarter corner of Sections 32 and 33, Township 13 North, Range 20 East, bears South 68°18'29" East, a distance of 2360.58 feet; said point being the TRUE POINT OF BEGINNING;

101 thence North 44°54'00" West along the southerly right-of-way of County Road, a distance of 603.73 feet (A);

102 thence North 63°28'00" West continuing along aforesaid right-of-way, a distance of 131 feet (A);

103 thence South 26°35'00" West, a distance of 168.03 feet (A);

104 thence South 45°09'00" West, a distance of 20 feet (A);

105 thence South 44°51'00" East, a distance of 560 feet (B);

106 thence South 45°09'00" West, a distance of 250 feet (B);

107 thence South 00°33'00" West, a distance of 478.71 feet (C);

108 thence South 00°30'00" West, a distance of 141.11 feet (Book 47, Page 39);

109 thence North 89°50'20" West, a distance of 5 feet (Book 47, Page 39);

110 thence South, a distance of 280 feet (Book 47, Page 39);

111 thence West, a distance of 287.26 feet (Book 47, Page 39);

112 thence North 00°30'00" East, a distance of 423.65 feet (Book 47, Page 39);

113 thence South 89°27'00" East, a distance of 42 feet (Z);

114 thence North 00°33'00" East, a distance of 25.00 feet (Z);

115 thence North 89°27'00" West, a distance of 26.50 feet (Z);

116 thence North 01°28'27" East, a distance of 155.02 feet (Z);

117 thence North 00°33'00" East, a distance of 184.09 feet (Z);

118 thence North 41°53'04" West, a distance of 48.45 feet (Z);

119 thence North 45°09'00" East, a distance of 21.49 feet (Z);

120 thence North 44°51'00" West, a distance of 135.00 feet (S & Z);

121 thence North 44°51'00" West, a distance of 385.57 (S);

122 thence North 63°25'00" West, a distance of 1412.16 feet (b);

123 thence North 26°35'00" East, a distance of 260.00 feet (b);

124 thence North 63°25'00" West, a distance of 85.00 feet (b);

125 thence South 26°35'00" West, a distance of 5.00 feet (b);

126 thence North 64°50'56" West, a distance of 80.02 feet (b);

127 thence North 66°22'16" West, a distance of 95.13 feet (b);

128 thence North 63°25'00" West, a distance of 60.00 feet (b);

129 thence North 26°35'00" East, a distance of 15 feet (BLA/Book 1085, Page 176);

130 thence South 26°35'00" West, a distance of 15 feet; (Book 198, Page 2288);

131 thence North 63°25'00" West, a distance of 205 feet (BLA/Book 1085, Page 176) (BLA/Book 198, Page 2288);

132 thence North 26°35'00" East, a distance of 15 feet (BLA/Book 1085, Page 176);

133 thence North 63°25'00" West, a distance of 220 feet (A);;

134 thence North 63°25'00" West, a distance of 56.56 feet (A);

135 thence South 26°35'00" West, a distance of 90 feet (A & G);

136 thence North 63°25'00" West, a distance of 495.00 feet (G, H & I);

137 thence South 26°35'00" West, a distance of 580.00 feet (I);

138 thence North 63°25'00" West, a distance of 720.00 feet (I);

139 thence North 73°44'36" West, a distance of 194.76 feet (J);

140 thence North 89°06'30" West, a distance of 120.00 feet (J);

141 thence South 25°15'00" West, a distance of 374.67 feet (H);

142 thence North 67°45'00" West, a distance of 120.17 feet (H);

143 thence South 25°15'00" West, a distance of 410.00 feet (H);

144 thence North 53°00'00" West, a distance of 720.00 feet to a point on the easterly right-of-way State Route 88 (H);

145 thence West, a distance of 80' more or less to the westerly right-of-way of State Route 88 (Bounds Only).

Segment two: From the west right-of-way line of state route 88 along the western town boundary to the west right-of-way line of U.S. Highway 395 along the northern town boundary;

201 thence in a general northerly direction along the west right-of-way line of State Route 88 to the southeast corner of the plat entitled Annexation Map for Hickey Brothers, Inc., to the Town of Minden and the Minden-Gardnerville Sanitation District (L);

202 thence North 58°00'00"West, a distance of 1,112.87 feet (L);

203 thence North, a distance of 255.91 feet (L);

204 thence North 68°09'00" West, a distance of 468.82 feet (L);

205 thence North 35°09'00" West, a distance of 68.00 feet (L);

206 thence North 45°37'32" West, a distance of 221.10 feet (L);

207 thence North 33°30'32" West, a distance of 220.39 feet (L);

208 thence North 43°55'32" West, a distance of 274.23 feet (L);

209 thence North 32°55'33" West, a distance of 159. 90 feet (L);

210 thence North 20°30'32" West, a distance of 202.10 feet (L);

211 thence North 04°40'32" West, a distance of 225.20 feet (L);

212 thence North 22°26'32" West, a distance of 410.00 feet (L);

213 thence North 07°05'32" West, a distance of 319.10 feet (L);

214 thence North 18°48'32" West, a distance of 210.40 feet (L);

215 thence North 47°48'32" West, a distance of 326.90 feet (L);

216 thence North 38°48'32" West, a distance of 239.30 feet (L);

217 thence North 08°23'32" West, a distance of 208.40 feet (L);

218 thence North 73°14'37" East, a distance of 452.20 feet (L);

219 thence North 14°59'32" West, a distance of 725.61 feet (L);

220 thence North 76°42'28" East, a distance of 29.34 feet (L);

221 thence North 00°15'03" East, a distance of 499.16 feet (L & T);

221A thence North 89°02'12" East, a distance of 26.17 feet (T);

221B thence North 06°37'07" East, a distance of 5.68 feet (T);

221C thence North 54°54'46" East, a distance of 102.48 feet (T);

221D thence North 43°59'30" East, a distance of 31.54 feet (T);

222 thence South 88°43'39" East, a distance of 721.50 feet (T);

223 thence South 88°43'39" East, a distance of 410.44 feet (T);

224 thence North 77°50'39" East, a distance of 115.37 feet (T);

225 thence South 88°43'39" East, a distance of 205.83 feet (T);

226 thence North 08°21'49" West, a distance of 383.43 feet (T);

227 thence South 88°58'39" East, a distance of 1416.10 feet to a point on the West Right-of-Way Line of U.S. Highway 395(T); also, being along the Northerly boundary of the Town.

Segment three: From the west right-of-way line of U.S. Highway 395 along the northerly town boundary and around the north, east, and southerly perimeter of the Ranch at Gardnerville to the southeast corner of APN 1320-29-402-014 a common corner with the Ranch at Gardnerville.

300 thence along the west right-of-way line of U.S. Highway 395 North 00°18'00" East 73.87 feet (U);

301 thence North 89°47'31" East, a distance of 2605.68 feet to the section corner of 19, 20, 30 & 29 (U);

302 thence South 89°30'35" East, a distance of 47.65 feet (Y);

303 thence South 89°31'55" East, a distance of 2091.59 feet (Y);

304 thence North 00°49'25" East, a distance of 213.00 feet (Y);

305 thence South 89°31'55" East, a distance of 220.00 feet (Y);

306 thence South 00°49'25" West, a distance of 213.00 feet (Y);

307 thence South 89°31'55" East, a distance of 284.93 feet (Y);

308 thence South 89°12'54" East, a distance of 15.06 feet (Y);

309 thence North 00°48'57" East, a distance of 395.60 feet (a);

310 thence South 89°30'10" East, a distance of 1629.81 feet (a);

311 thence South 00°30'17" East, a distance of 126.31 feet to the southerly right-of-way line of Muller Parkway and the beginning of a non-tangent curve to the right, the center of which bears South 00°30’08” West;

312 thence along said southerly right-of-way line, along said curve, having a radius of 1297.50 feet, through a central angle of 31°06’33”, for an arc length of 704.49;

313 thence continuing along said southerly right-of-way line, South 58°23’19” East, 131.56 feet to the beginning of a tangent curve to the left;

314 thence continuing along said southerly right-of-way line, along said curve, having a radius of 1402.50 feet, through a central angle of 30°59’32”, an arc length of 758.64 feet;

315 thence continuing along said southerly right-of-way line, South 89°22’51” East, 1226.14 feet to the beginning of a tangent curve to the right;

316 thence continuing along said southerly right-of-way line, along said curve, having a radius of 1297.50 feet, through a central angle of 38°04’54”, an arc length of 862.38 feet;

317: thence leaving said southerly right-of-way line, South 00°13’53” West, 511.78 feet;

318 thence South 00°13’32” West, a distance of 1679.95 feet to said northerly right-of-way line of Buckeye Road;

319: Thence southerly a distance of 80 feet more or less to the southerly right-of-way line of Buckeye Road (bounds only);

320: Thence along said southerly right-of-way line, South 89°29’43” East, a distance of 3503.88 feet;

321: Thence South 00°20’20” West, a distance of 3,385.76 feet to the easterly prolongation of the northerly right-of-way line of Zerolene Road;

322: Thence along said easterly prolongation and said northerly-right-of-way line, North 89°42’32” West, a distance of 463.60 feet;

323: Thence leaving said northerly right-of-way line, North 35°33’10” West, 589.61 feet;

324 thence North 38°50'33" West, a distance of 80.14 feet;

325 thence North 28"17'55" West, a distance of 131.62 feet;

326 thence North 51°49'55" West, a distance of 126.45 feet;

327 thence North 28°17'02" West, a distance of 208.95 feet;

328 thence North 22°39'41" West, a distance of 218.42 feet;

329 thence North 02°14'26" East, a distance of 79.34 feet;

330 thence North 81°13'07" West, a distance of 432.72 feet;

331 thence North 52°09'48" West, a distance of 213.23 feet.

Segment Four: From the southeast corner of APN 1320-29-402-014 a common corner with the Ranch at Gardnerville along the easterly town boundary to the west right-of-way of U.S. Highway 395 and the TRUE POINT OF BEGINNING.

401 thence along a non-tangent curve (concave to the northwest) the center of which bears North 60°38'15" West, a distance of 613.00 feet, through a central angle of 02°49'13" to the right a length of 30.17 feet;

402: thence South 55°20’19” East, a distance of 9.17 feet;

403: thence South 36°14’41” East, a distance of 81.30 feet;

404: thence South 05°56’16” West, a distance of 39.40 feet;

405: thence South 24°03’51” West, a distance of 84.38 feet;

406: thence South 12°06’20” West, a distance of 216.33 feet;

407: thence South 00°44’21” West, a distance of 42.64 feet;

408: thence South 36°18’32” East, a distance of 28.87 feet;

409: thence South 28°04’31” East, a distance of 482.47 feet;

410: thence South 59°17’37” West, a distance of 251.56 feet;

411 thence South 31°22'00" East, a distance of 461.51 feet to the southerly right-of-way line of Zerolene Road (A);

412 thence along said southerly right-of-way line, North 89°32'00" East, a distance of 175.03 feet to the westerly right-of-way line of Zerolene Place (A);

413 thence along said westerly right-of-way line and the southeasterly prolongation thereof, South 31°29'00" East, a distance of 379.80 feet (R);

414 thence South 58°31'00" West, a distance of 293.84 feet (R);

415 thence South 31°29'00" East, a distance of 25.00 feet (R);

416 thence North 58°31'00" East, a distance of 143.06 feet (R);

417 thence South 31°29'00" East, a distance of 5.01 feet (R);

418 thence South 31°29'00"East, a distance of 408.17 feet (A);

419 thence South 70°31'00" West, a distance of 148.34 feet to a point on the easterly right-of-way of U.S. Highway 395 (A);

420 thence South 48°35'18" West, a distance of 91.96 feet (A) to the TRUE POINT OF BEGINNING.

Excepting therefrom the following seven tracts of land:

(Note that former tract "A" has been incorporated into the Minden Town Boundary by this annexation map).

Tract B: West of and adjoining the Beneteau Subdivision:

B00 Commencing at a point located at the southwest corner of Lot 13, Block "A" of the Final Map of the Beneteau Subdivision as recorded on October 21, 1980, in Book 1080 at Page 1733 as Document Number 49919 of the Official Records of Douglas County Nevada, said point being the TRUE POINT OF BEGINNING;

B01 thence North 01°55'25" West, a distance of 409.93 feet;

B02 thence North 63°25'00" West, a distance of 501.15 feet;

B03 thence South 01°43'13" West, a distance of 400.53 feet

B04 thence South 63°12'00" East, a distance of 96.18 feet;

B05 thence South 00°53'00" West, a distance of 76.45 feet;

B06 thence North 75°03'00" East, a distance of 103.45 feet;

B07 thence South 63°12'00" East, a distance of 326.04 feet to the TRUE POINT OF BEGINNING;

Tract "B" consists of APN: 1320-30-802-008 and 1320-30-802-009.

Previously annexed per 2008 annexation map APN 1320-30-802-001 Minden Gateway Center now APN 1320-30-802-027 known as The Maverick Station.

Tract C: East of and adjoining the Beneteau Subdivision.

C00 Commencing at a point located at the southeast corner of Lot 1, Block "A" of the Final Map of the Beneteau Subdivision as recorded on October 21, 1980, in Book 1080 at Page 1733 as Document Number 49919 of the Official Records of Douglas County Nevada, said point being the TRUE POINT OF BEGINNING;

C01 thence North 26°31'39" East, a distance of 467.70 feet;

C02 thence South 63°25'00" East, a distance of 704.23 feet;

C03 thence South 26°35'00" West, a distance of 18 feet;

C04 thence South 63°25'00" East a distance of 55 feet;

C05 thence South 26°35'00"West a distance of 322 feet;

C06 thence South 63°25'00" East a distance of 10 feet;

C07 thence South 26°35'00"West, a distance of 128 feet;

C08 thence North 63°25'00" West, a distance of 769 feet to the TRUE POINT OF BEGINNING.

Tract "C" consists of Assessor's Parcel Numbers: 1320-30-802-010 & 1320-30-802-011.

Tract D: Previously annexed per 1999 annexation map now APN 1320-30-702-023.

Tract E: Annexed per 1996 annexation map APN 1320-30-701-004 Minden Gateway Center now APN 1320-30-701-022.

Tract F: West of Monte Vista Subdivision.

F00 Commencing at a Nevada Department of Transportation survey well in the center southbound lane of U.S. Highway 395, a brass disk in concrete, Station "S" 56+92.33 P.T., as shown on the Record of Survey to Support a Boundary Line Adjustment for Roland and Joan P. Dreyer filed for record July 31, 1997 in the office of Recorder, Douglas County, Nevada as Document No. 418466; thence South 89°41'44" East, a distance of 117.00 feet to a point on the easterly right-of-way line of U.S. Highway 395; thence North 00°18'16" East, a distance of 691.37 feet to the TRUE POINT OF BEGINNING (V);

F01 thence North 00°18'16" East, a distance of 787.46 feet;

F02 thence South; 88°04'41" East, a distance of 598.37 feet;

F03 thence North 83°42'04" East, a distance of 450.25 feet;

F04 thence South 00°06'32" West, a distance of 15.77 feet;

F05 thence North 82°40'39" East, a distance of 257.19 feet;

F06 thence South 14°07'45" East, a distance of 444.27 feet;

F07 thence South; 05°29'22" East, a distance of 936.87 feet;

F08 thence South 74°33'56" West, a distance of 316.81 feet;

F09 thence South 85°37'32" West, a distance of 212.27 feet;

F10 thence South 05°36'55" West, a distance of 174.33 feet to the northerly line of Ironwood Drive;

F11 thence North 63°25'00" West, a distance of 331.57 feet;

F12 thence 549.06 feet along the arc of a curve to the right having a central angle of 48°43'00" and a radius of 645.76 feet, (chord bears N. 39°03'00" W., 532.68 feet);

F13 thence North 14°42'00" West, a distance of 102.51 feet

F14 thence 248.71 feet along the arc of a curve to the left having a central angle of 75°00'00" and a radius of 190.00 feet, (chord bears N. 52°12'00" W., 231.33 feet);

F15 thence North 89°42'00" West, a distance of 127.83 feet to the TRUE POINT OF BEGINNING;

Tract "F" consists of Assessor's Parcel Number 1320-30-501-010.

Tract H: South of Winhaven and north of Carson Valley Inn.

H00 Commencing at a point located at the northwest corner of Assessor's Parcel 1320-29-201-010, of the Annexation Map for Hanly, Dreyer, Dreyer, Western Nevada Properties, Inc., and Western Nevada Properties, Inc., Et Al, to the town of Minden and the Minden-Gardnerville Sanitation District recorded on August 21, 1986, in Book 886 at page 2432 as Document Number 139442, said point being the TRUE POINT OF BEGINNING;

H01 thence South 26°09'23" West, a distance of 203.53 feet (N);

H02 thence North 89°00'49" West, a distance of 960.69 feet (N);

H03 thence South 00°59'11" West, a distance of 181.09 feet;

H04 thence North 89°00'49" West, a distance of 239.98 feet;

H05 thence North 00°00'08" West, a distance of 181.12 feet;

H06 thence North 89°45'39" West, a distance of 255.02 feet (N);

H07 thence South 09°06'00" East, a distance of 183.96 feet;

H08 thence North 89°28'46" West, a distance of 324.29 feet;

H09 thence South 89°54'12" West, a distance of 687.31 feet;

H10 thence South 00°58'22" West, a distance of 456.01 feet (W);

H11 thence 596.66 feet along the arc of a non-tangent curve to the left having a radius of 940.00 feet, (the radius point bearing North 26°06'54" East from the beginning of curve), a central angel of 34°43'20" and a chord South 81°14'46" East 560.98 feet to a point of reverse curvature (W);

H12 thence 340.50 feet along the arc of a non-tangent curve to the right having a radius of 1,600 feet (the radius point bearing South 03°08'43" West from the end of curve), a central angle of 11°45'09" and a chord of North 87°16'09" East 339.90 feet (W);

H13 thence South 55°53'49" West, a distance of 321.67 feet (W);

H14 thence North 87°58'42" East, a distance of 154.01 feet (W);

H15 thence South 59°44'53" East, a distance of 140.05 feet (W;

H16 thence South 38°00'32" East, a distance of 181.30 feet (W);

H17 thence South 43°54'50" East, a distance of 88.74 feet (W);

H18 thence South 50°50'50" East, a distance of 141.99 feet (W);

H19 thence South 65°37'09" East, a distance of 221.15 feet (W);

H20 thence South 46°49'49" West, a distance of 75.50 feet (W);

H21 thence North 27°32'06" East, a distance of 1233.28 feet (W);

H22 thence North 16°54'39" West, a distance of 52.52 feet to the TRUE POINT OF BEGINNING (W);

Tract "H" consists of Assessor's Parcel Number: 1320-29-301-006, 1320-29-201-010, 009, 008, 007 and 013.

Tract I: West of and adjoining The Ranch at Gardnerville.

I00 Commencing at a point located at the southeast corner of APN 1320-29-301-005 of the Parcel Map for Judy Keele, Trustee of the First Amended Dean Seeman Trust Agreement Dated October 2, 1990, recorded on November 30, 2011, in Book 1111 at Page 6260 as Document Number 793410, said point being the TRUE POINT OF BEGINNING;

I01 thence North 00°31'44" East, a distance of 959.83 feet (X);

I02 thence 278.48 feet along the arc of a curve to the left having a radius of 690.00 feet, central angle 23°07'25" and a chord of South 38°53'12" East, 276.59 feet (X);

I03 thence South 27°19'29" East, a distance of 619.28 feet (X);

I04 thence South 38°16'24" East, a distance of 69.29 feet (X);

I05 thence South 18°02'31" East, a distance of 175.65 feet (X);

I06 thence South 45°08'20" East, a distance of 116.07 feet (X);

I07 thence South 85°43'31" East, a distance of 34.51 feet (X);

I08 thence North 74°28'30" East, a distance of 82.85 feet (X);

I09 thence North 59°07'41" East, a distance of 174.30 feet (X) to the TRUE POINT OF BEGINNING;

Track "I" consists of APN: 1320-29-301-005.

Parcel 17 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Park Ranch Holdings, LLC, according to the map thereof, filed in the office of the County Recorder of Douglas County, on June 13, 2022, as File No. 2022-986230, being more particularly described as follows:

A parcel of land located within Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

BEGINNING at the southwest corner of the herein described parcel, being a point on the northerly line of Buckeye Road, from which the northwest corner of said Section 28 bears North 24°42'03" West, 2,885.74 feet;

Thence North 00°30'17" East, 2,007.34 feet;

Thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 1,600.00 feet, central angle of 38°49'45", arc length of 1,079.66 feet, and chord bearing a distance of South 77°22'06" East, 1,059.29 feet;

Thence along the arc of a reverse curve to the left, having a radius of 850.00 feet, central angle of 18°59'12", and arc length of 281.67 feet;

Thence South 00°13'32" West, 1,679.95 feet to a point on said northerly line of Buckeye Road;

Thence along said northly line of Buckeye Road, North 89°29'43" West, 1,303.88 feet to the POINT OF BEGINNING.

Parcel 17 consists of APN: 1320-28-000-045.

REFERENCES:

(A) Map showing the town boundaries of the Town of Minden, Douglas County, Nevada, recorded September 12, 1957, as Document 20830.

(B) Wildrose Subdivision Plat Number 2; recorded December 5, 1966, in Book 46 at page 286, as Document 34825.

(C) Deseret Unit Number 1; recorded April 17, 1972, in Book 99 at Page 219, as Document 58855.

(D) Wildrose Number 3, Unit 3; recorded April 4, 1973, in Book 473 at Page 72, as Document 65028.

(E) Wildrose Number 3, Unit 2; recorded June 29, 1972, in Book 102 at Page 517, as Document 60350.

(F) Wildrose Number 3, Unit 1; recorded October 22, 1971, in Book 92 at Page 541, as Document 55071.

(G) Annexation Map, Duane E. Mack, Lots A, B, C-1 & C-2 to the Town of Minden and the Minden-Gardnerville Sanitation District (MGSD); recorded February 4, 1977, in Book 277, Page 223, as Document 06708.

(H) Annexation Map, Duane E. Mack to the Town of Minden and the MGSD recorded May 12, 1978 in Book 578 at Page 845, as Document 20601.

(I) Annexation map, Mack Land and Cattle Company to the Town of Minden and the MGSD recorded September 12, 1989 in Book 989 at Page 1372, as Document 201690.

(J) Annexation map, Duane E. Mack Family Trust to the Town of Minden and the MGSD recorded April 23, 1984 in Book 484 at Page 1719, as Document 99818.

(K) Deleted.

(L) Annexation map for Hickey Brothers, Inc. to the Town of Minden and the MGSD; recorded September 11, 1979, in Book 979 at Page 807, as Document 36520.

(M) Annexation map, Minden-Gardnerville Sanitation District Plant Site to the Town of Minden; recorded January 29, 1981, in Book 181 at Page 1660, as Document 53008.

(N) Annexation map for Hanly, Dreyer & Western Nevada Properties to the Town of Minden and the MGSD; recorded August 21, 1986 in Book 886 at Page 2432, as Document 139442.

(O) Annexation map for the Mulreany & Associates #1 to the Town of Minden and the MGSD; recorded August 6, 1987, in Book 887 at Page 609, as Document 159733.

(P) Annexation map for the Mulreany & Associates #2 to the Town of Minden and the MGSD; recorded August 6, 1987, in Book 887 at Page 610, as Document 159734.

(Q) Annexation map, Bently Nevada, Inc. to the Town of Minden and the MGSD; recorded September 12, 1979, in Book 979 at Page 964, as Document Number 36602.

(R) Boundary Line Adjustment for Shirley Yvonne Fraser, copy on file with the Department of Public Works.

(S) Final Subdivision Map for Mackland Unit 3; recorded October 13, 2003, in Book 1003 at Page 5813, as Document Number 593255.

(T) Record of Survey to Support Lot Line Adjustment for Westwood Park Homeowners Association and Minden Gardnerville Sanitation District Recorded on April 11, 2000, in Book 400 at Page 1729, as Document Number 489711.

(U) Map showing Division into Large Parcels for Roland and Joan P. Dreyer; recorded February 28, 1996, in Book 206 at Page 4633, as Document Number 382216.

(V) Map showing Division into Large Parcels for Roland and Joan P. Dreyer recorded November 7, 2001, in Book 1101 at Page 1931, as Document Number 527149.

(W) Record of Survey in Support of Boundary Line Adjustment for Douglas County and Judy Keele, Trustee of the First Amended Dean Seeman Trust Agreement dated October 2, 1990; recorded November 30, 2011, in Book 1111, at Page 6264, as Document Number 793412.

(X) Parcel Map for Judy Keele Trustee of the First Amended Dean Seeman Trust Agreement dated October 2, 1990; recorded November 30, 1990, in Book 1111, at Page 6260, as Document Number 793410.

(Y) Record of Survey to Support a Boundary Line Adjustment for Bently Family Limited Partnership; recorded February 13, 2012, in Book 0212, at Page 2385 as Document Number 797259.

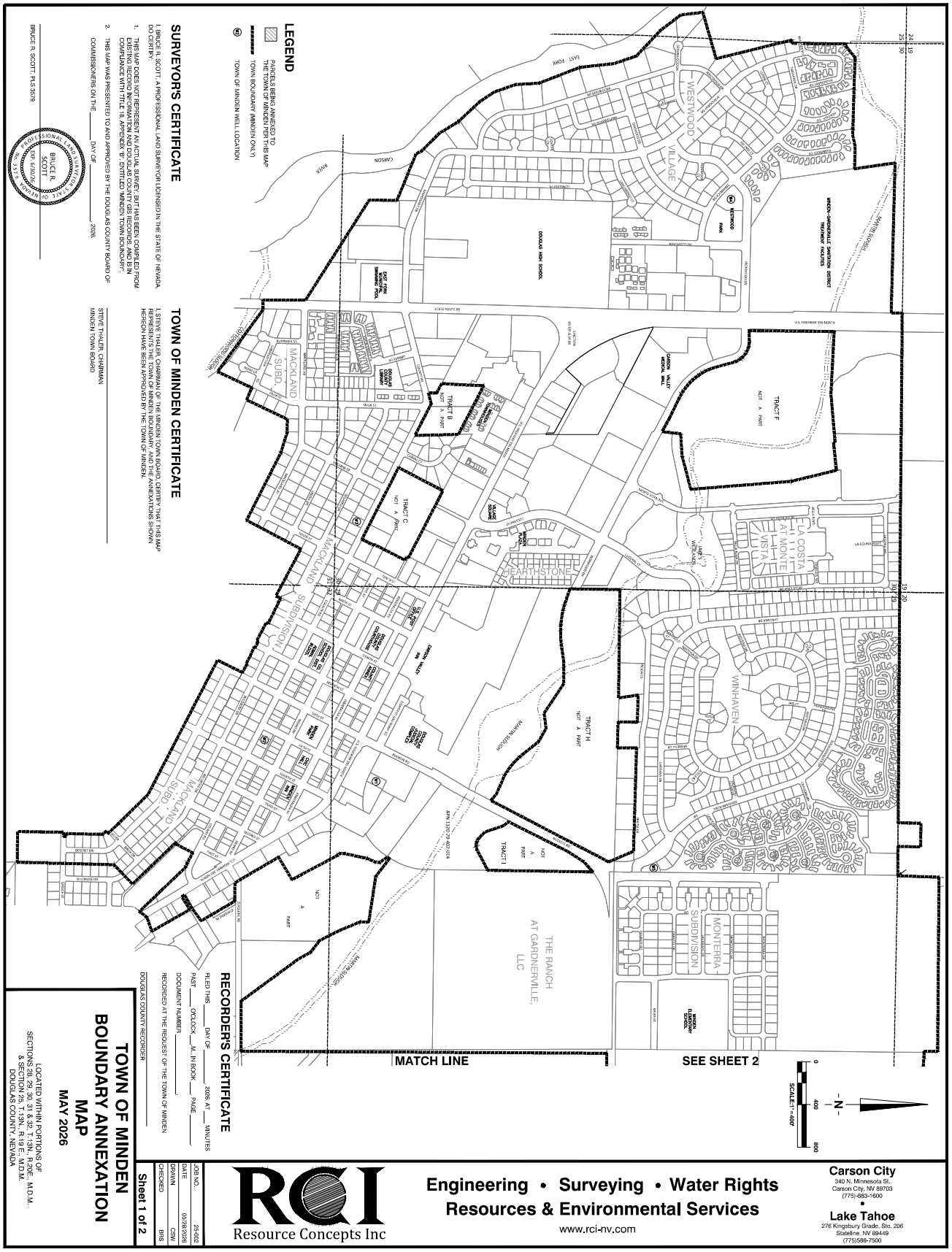
(Z) Record of Survey to Support a Boundary Line Adjustment for Mack Land and Cattle Company et al; recorded June 29, 2009, in Book 0609 at Page 9130, as Document Number 746235.

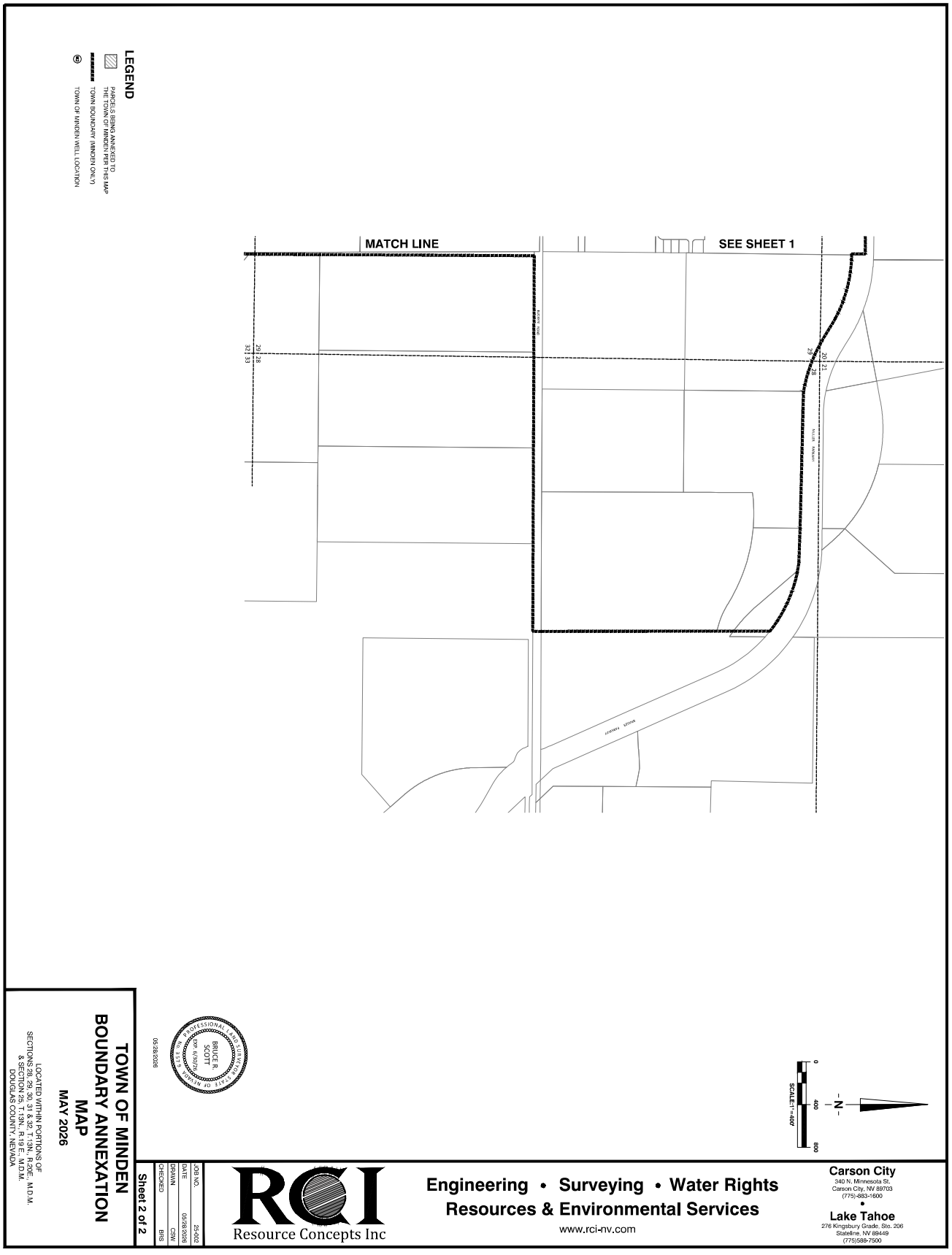
(a) Record of Survey to Support a Boundary Line Adjustment for Park Cattle Company; recorded September 18, 2003, in Book 0903 at Page 9581, as Document Number 590378.

(b) Record of Survey to Support a Boundary Line Adjustment for Mack Land & Cattle Company, recorded January 8, 2018, as Document Number 2018-908905.

(Ord. 1550, 2019; Ord. 1549, 2019; Ord. 1389, 2013; Ord. 1367, 2012; Ord. 1243, 2008; Ord. 1157, 2006; Ord. 812, 1998; Ord. 738, 1996; Ord. 591, 1993; Ord. 561, 1992, Ord. 379, § 2(part), 1981; Ord. 351, § 3(part), 1980)

(Ord. No. 2025-1657, § II(Exh. A), 7-17-2025)


LEGEND
PARCELS BEING ANNEXED TO THE TOWN OF MINDEN PER THIS MAP
TOWN BOUNDARY (MINDEN ONLY)
TOWN OF MINDEN WELL LOCATION
SURVEYOR'S CERTIFICATE
I, BRUCE R. SCOTT, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, DO CERTIFY:
1. THIS MAP DOES NOT REPRESENT AN ACTUAL SURVEY, BUT HAS BEEN COMPILED FROM EXISTING RECORD INFORMATION AND DOUGLAS COUNTY GIS RECORDS, AND IS IN COMPLIANCE WITH TITLE 18, APPENDIX 'B', ENTITLED 'MINDEN TOWN BOUNDARY'.
2. THIS MAP WAS PRESENTED TO AND APPROVED BY THE DOUGLAS COUNTY BOARD OF COMMISSIONERS ON THE _____ DAY OF _____, 2026.
BRUCE R. SCOTT, PLS 3579
BRUCE R. SCOTT
No. 3579
STATE OF NEVADA
PROFESSIONAL LAND SURVEYOR
6/30/26
TOWN OF MINDEN CERTIFICATE
I, STEVE THALER, CHAIRMAN OF THE MINDEN TOWN BOARD, CERTIFY THAT THIS MAP REPRESENTS THE TOWN OF MINDEN BOUNDARY AND THE ANNEXATIONS SHOWN HEREON HAVE BEEN APPROVED BY THE TOWN OF MINDEN.
STEVE THALER, CHAIRMAN
MINDEN TOWN BOARD
RECORDER'S CERTIFICATE
FILED THIS _____ DAY OF _____, 2026, AT _____ MINUTES PAST _____ O'CLOCK _____ M., IN BOOK _____ PAGE _____
DOCUMENT NUMBER _____
RECORDED AT THE REQUEST OF THE TOWN OF MINDEN
DOUGLAS COUNTY RECORDER
MATCH LINE
SEE SHEET 2
SCALE: 1"=400'
0
400
800
N
TOWN OF MINDEN
BOUNDARY ANNEXATION
MAP
MAY 2026
LOCATED WITHIN PORTIONS OF
SECTIONS 25, T.14N., R.19E., M.D.M.
& SECTION 30, T.14N., R.19.5E., M.D.M.
DOUGLAS COUNTY, NEVADA
Sheet 1 of 2
JOB NO. 23-002
DATE 02/28/2026
DRAWN GSN
CHECKED BRS
RCI
Resource Concepts Inc
Engineering • Surveying • Water Rights
Resources & Environmental Services
www.rci-nv.com
Carson City
340 N. Minnesota St.
Carson City, NV 89703
(775)-883-1600
Lake Tahoe
276 Kingsbury Grade, Ste. 206
Stateline, NV 89449
(775)588-7500


LEGEND
PARCELS BEING ANNEXED TO THE TOWN OF MINDEN PER THIS MAP
TOWN BOUNDARY (MINDEN ONLY)
TOWN OF MINDEN WELL LOCATION
MATCH LINE
SEE SHEET 1
29 28
32 33
20 21
28
TOWN OF MINDEN
BOUNDARY ANNEXATION
MAP
MAY 2026
LOCATED WITHIN PORTIONS OF
SECTIONS 28, 29, 32 & 33, T.14N., R.19E., M.D.M.
& SECTION 25, T.13N., R.19E., M.D.M.
DOUGLAS COUNTY, NEVADA
BRUCE R. SCOTT
PROFESSIONAL LAND SURVEYOR
STATE OF NEVADA
EXP. 6/30/26
05/28/2026
SCALE: 1"=400'
0
400
800
N
Sheet 2 of 2
JOB NO. 25-002
DATE 05/28/2026
DRAWN GSN
CHECKED BRS
RCI
Resource Concepts Inc
Engineering • Surveying • Water Rights
Resources & Environmental Services
www.rci-nv.com
Carson City
340 N. Minnesota St.
Carson City, NV 89703
(775)-883-1600
Lake Tahoe
276 Kingsbury Grade, Ste. 206
Stateline, NV 89449
(775)588-7500

The Minden Town Board meeting was held starting at 5:30 p.m. on Wednesday, May 6, 2026, at 1602 Esmeralda Ave, Minden, Nevada.

Board Members present: Steve Thaler, Larry Walsh, Bryan Davis, and Bill Driscoll. Mimi Moss absent.
Staff present: Ryan Russell, JD Frisby, Marcie Schurke, Jeff Cady and Rachel Hamer.
Chairman Thaler called the meeting to order at 5:30 p.m.
The Pledge of Allegiance was led by Bill Driscoll.

PUBLIC COMMENT: None

APPROVAL OF AGENDA:

Davis/Driscoll moved and seconded approval of the May 6, 2026, Meeting Agenda. Motion carries unanimously.

APPROVAL OF MINUTES:

Walsh/Davis moved and seconded approval of the April 1, 2026, Board Meeting Minutes. Motion carries unanimously.

ACKNOWLEDGEMENT OF GIFTS: Mr. Frisby thanked the Minden Fortnightly Club for their generous donation of $9,000.00 towards CVIC Hall improvements.

EMPLOYEE SERVICE AWARDS: Jeff Cady presented Tony Daniels with his Five-Year Service Award and thanked him for all his hard work and dedication.

BOARD MEMBER REPORTS: Items on the Administrative Agenda will not be discussed during Board Member committee reports. **No action** may be taken on a matter raised under this portion of the agenda until the matter has been specifically included on an agenda as an item upon which action may be taken. Discussion may include a report on activities of committees or general information of interest to the Board.

Member Walsh relayed he had a tour of several other performing arts centers in other areas to see what possibilities there are for the County's new planned facility. No other reports.

CONSENT AGENDA: Items may be moved to or from the Consent Agenda at the beginning of the Board meeting during the Approval of the Consent Agenda. Items on the Consent Agenda may be voted on in a block, i.e., with one motion on all those items, one second to the motion, and one vote by the Board members. Items removed from the Consent Agenda will be heard immediately following the Consent Agenda in the order in which they appear in the Consent Agenda.

1. Approval of the April 2026 financial report including claims paid March 21, 2026, through April 24, 2026, for Fiscal Year 25/26.

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2. Approval of TOWN OF MINDEN PROCLAMATION NO. 2026P-001: A proclamation declaring May 3rd-9th, 2026, as "Children's Mental Health Action Week in Minden, Nevada."

3. Approval of a request to close Fourth Street between Esmeralda Avenue and Mono Avenue, as well as the alley between 4th and 5th Street between Esmeralda Avenue and Mono Avenue, and to waive the associated fees for a Fundraiser for Dana Rosingus, hosted by the Corner Bar, May 30, 2026, from 6:00 am until 4:00 pm.

Public comment: None

After thoughtful and intelligent deliberation, Driscoll/Davis moved and seconded approval of the Consent Agenda. Motion carries unanimously.

ADMINISTRATIVE AGENDA: The following item(s) are scheduled for public hearing. At the beginning of each item, the Chairman will call the item. Normally, the applicant and/or its representatives are permitted to speak first, and then Town Staff may present a summary of the staff report and recommendation, including any updated information received by the Town after the reports were distributed. Next, Board discussion, and then the Chairman will open the hearing to public comment. For items on which action is to be taken, the Chairman will close the hearing of public comment before a motion is made and a vote is taken. The Chairman has the right to establish reasonable time limits for comments and to allow for rebuttal comments.

1. For possible action: Discussion and possible action to approve, approve with conditions, continue or deny a petition for annexation by David Park for APNs 1320-28-000-051, -052, -053, & -054 Appearance Chris Waechter, Kimley-Horn & Associates, Inc.

   Mr. Waechter gave a short presentation regarding the annexation petition. This petition is part of the previously approved development conditions and has been anticipated by the Town. He offered to answer any questions the board may have.

   No questions or comments from the Board. Staff relayed there is no objection to this petition from Staff's perspective.

   Public comment: None

   After thoughtful and intelligent deliberation, Davis/Walsh moved and seconded approval of a petition for annexation by David Park for APNs 1320-28-000-051, -052, -053, & -054. Motion carries unanimously.

2. For possible action: Discussion and possible action to formally accept, accept with conditions, continue or deny water system improvements for the Vector Drive project located off Vector Drive, A.P.N.'s 1320-27-001-010, for maintenance. Approval of this item will financially obligate the Town to maintain said improvements as needed. Appearance by Micah Laack, PM, Lumos & Associates.

   Mr. Laak explained where the location is, and it was confirmed that the improvements have been tested and approved by Staff. No Board questions.

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Public comment: None

After thoughtful and intelligent deliberation, Walsh/Davis moved and seconded acceptance of water system improvements for the Vector Drive project located off Vector Drive, A.P.N.'s 1320-27-001-010, for maintenance. Motion carries unanimously.

3. For possible action: Discussion and possible action to recommend to Douglas County approval, approval with conditions, continuation, or denial of a Major Variance Request by Raquel Norton, located at 1558 First Street, Minden, NV, APN:1320-32-111-078 for a 5' setback. Appearance by Patrick Clark P.E., Building Concepts, Inc.

   Mr. Frisby and Mr. Clark presented the request and explained what has changed from what was submitted last month. He explained the other buildings on the property, including the second living quarters, would be removed, and with the driveway located in the alleyway, it follows with the Boards comments from last month. The overlay of multifamily has a larger setback, but a single family property would be ok to have this size of a setback.

   Questions included asking if this is a unique situation. JD spoke to the differences regarding this particular property. Board expressed concern regarding the look of the back of the garage from the street and needs to have appeal. Comments also included questions on how it will look attached to the current building.

   Public comment: Norm Denny, the builder, spoke to the desire to keep the property looking top notch, and keeping with the preservation of the historical look.

   After thoughtful and intelligent deliberation, Davis/Walsh moved and seconded a recommendation of approval to Douglas County for a Major Variance Request by Raquel Norton, located at 1558 First Street, Minden, NV, APN:1320-32-111-078 for a 5' setback, subject to standard conditions, as the findings can be made and the proposal results in improved site compliance through removal of an existing encroachment while allowing reasonable use of the property. Motion carries unanimously.

4. For possible action: Discussion and possible action to accept, accept with conditions, continue or deny a bid by Stonehouse Drilling & Construction, LLC in the amount of $378,525.00, for a test well located at the Well #12 site; and if approved, 2) authorize the Town Manager to execute an agreement, acceptable to Town Counsel, for the same on behalf of the Town. Said Agreement may authorize the Town Manager to execute change orders up to 10% of the contract amount. Appearance by JD Frisby, Town Manager.

   Mr. Frisby relayed the process and the cost coming in close enough to the engineer's estimate to move this forward with Board approval.

   Public comment: None

   After thoughtful and intelligent deliberation, Driscoll/Davis moved and seconded approval of a bid by Stonehouse Drilling & Construction, LLC in the amount of

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$378,525.00, for a test-well located at the Well #12 site. Approval includes authorization for the Town Manager to execute an agreement, acceptable to Town Counsel, on behalf of the Town, and authorization to approve change orders up to 10% of the contract amount. Motion carries unanimously.

5. For possible action: Discussion and possible action to adopt, adopt with conditions, continue or deny the Final Town of Minden Capital Improvement Plan for Fiscal Year 2026/2027. Possible action may include discussion and approval of all or a portion of the projects on the Capital Improvement Plan. Appearance by Marcie Schurke, Town Senior Accountant and JD Frisby, Town Manager.

   Ms. Schurke presented the final Minden CIP for Fiscal Year 2026/2027. What is presented is the same as what came before the Board in March, with the removal of the County Road improvement project, and Staff offered to answer any questions they may have. The Board had no comments.

   Public comment: None

   After thoughtful and intelligent deliberation, Walsh/Davis moved and seconded approval of the Final Town of Minden Capital Improvement Plan for Fiscal Year 2026/2027. Motion carries unanimously.

6. For possible action: Discussion and possible action to approve, approve with conditions, continue or deny a Town of Minden Fiscal Year 2026/2027 Final Budget. Appearance by Marcie Schurke, Town Senior Accountant and JD Frisby, Town Manager.

   Ms. Schurke gave a short presentation on the final budget and explained there was one small change from the tentative budget last month. The State Consolidated Tax had a projected increase and would affect revenue in the General Fund.

   Public comment: None

   After thoughtful and intelligent deliberation, Driscoll/Walsh moved and seconded approval of the Fiscal Year 2026/2027 Town of Minden Final Budget as presented. Motion carries unanimously.

7. For possible action: Discussion and possible action to approve, approve with changes, continue, or deny draft Town of Minden Resolution TOM-2026R-006, an update to the Town Norms and Procedures. Appearance by JD Frisby, Town Manager.

   Mr. Frisby touched on the update to the Norms and Procedures. Board comments included an appreciation of Staff's work.

   Public comment: None

   After thoughtful and intelligent deliberation, Davis/Driscoll moved and seconded the approval of Town of Minden Resolution TOM-2026R-006, the update to the Town's Norms and Procedures. Motion carries unanimously.

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8. For possible action: Discussion and possible action to approve a word or phrase to be placed on the railroad spike from the Dust and Wonder Trail at Seeman Ranch Park. Approval also includes the selection of the three languages to be used. Appearance by JD Frisby, Town Manager.

   Each Board Member gave their votes on the language used. English and German were selected, and the Board Members argued the points for either Basque or Washoe. Basque was selected as the third language.

   Conversation continued regarding the selection of a word. The Board agreed Homestead was a good fit.

   Public comment: None

   After thoughtful and intelligent deliberation, Davis/Walsh moved and seconded to use the word "Homestead" in the following languages: English, German, & Basque. Motion carries unanimously.

9. For possible action: Discussion and possible action to approve, approve with conditions, or modify the 2025-2026 evaluation of the Minden Town Manager and determine a 0-3% merit increase based on performance. Possible action may also include adopting the Town Manager's priorities and expectations for 2026-2027. Appearance by Ryan Russell, Legal Counsel for the Town of Minden.

   Mr. Russell presented the Board with the collective scores. Each board member relayed comments to JD and thanked him for his work and expressed praise of the person he is and all he does for the Town.

   Public comment: Kurt Hildebrand expressed his appreciation of Mr. Frisby.

   After thoughtful and intelligent deliberation, Driscoll/Davis moved and seconded the acceptance of the 2025/2026 evaluation of the Minden Town Manager as presented, approve a 3% merit increase, and adopt the same priorities and expectations for 2026-2027, unless changed next year when the process is approved. Motion carries unanimously.

10. For possible action: Discussion and possible action to direct Staff in relation to Staff Reports. Discussion shall include a Staff Report on the activities, progress on or status of assigned tasks and projects, or general information regarding operations and projects related to trash, retail and wholesale water service, and other functions of the Town of Minden. Appearance by Jeff Cady, Public Works Superintendent, and JD Frisby, Town Manager.

    Mr. Cady gave an update on staffing for public works department. Mr. Walsh relayed his appreciation of the work on the corner at Westwood Park. Mr. Frisby relayed he will be attending the Board of County Commissioners meeting tomorrow for the Faught Annexation request. Mrs. Hamer gave a short update on the upcoming events.

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Public comment: Bob Pohlman gave public comment regarding the update to the pumphouse in Winhaven.

ADJOURNMENT: Chairman Thaler adjourned the meeting at 6:45 pm.

4938-2631-4609, v. 1

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Minden-Gardnerville Sanitation District
1790 Hwy 395 N
Minden NV 89423
(775) 782-3546
www.MGSDistrict.org

"Wastewater Treatment for a Healthy Community and Environment"

June 3, 2026

Michelle Brown

1604 Esmeralda Ave., #100

Minden, NV 89423

Dear Michelle,

This letter serves as confirmation that MGSD and its' Board of Trustees have approved the annexation of APNs 1320-28-000-051, -052, -053, & -054 into MGSD's District Boundary. This approval was granted at the June 2, 2026 regular board meeting.

At this time, the annexation application fee has been paid. Please note, however, that any remaining fees will need to be paid prior to the recording of the annexation agreement and before any connection to MGSD sewer may occur.

If you have any questions, please feel free to email me at peter@mgsdistrict.org or you can call me at 775-782-3546 ext. 104.

Kind Regards

Peter V. Baratti

District Manager

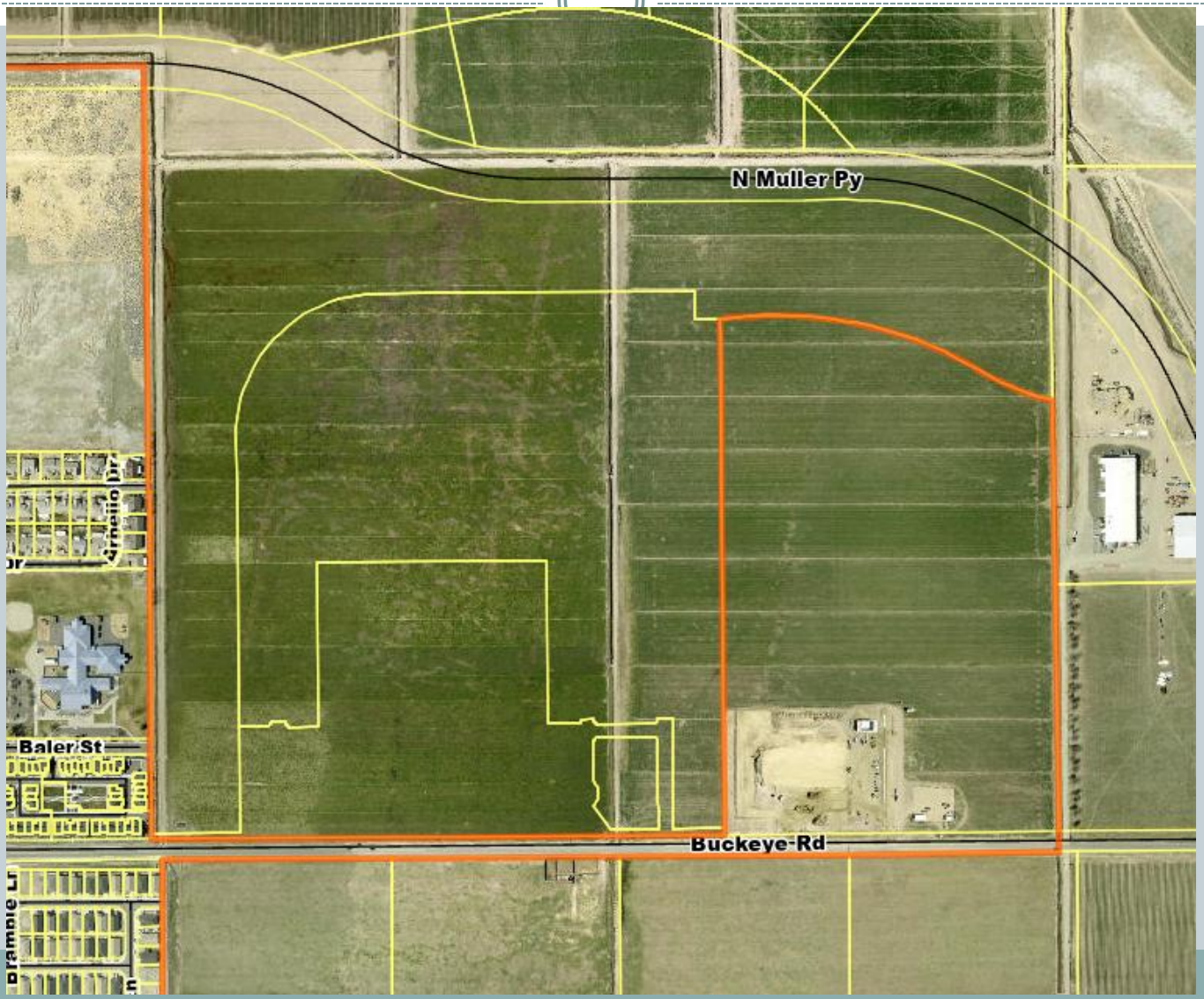
PVB:jk

TOWN OF MINDEN

BUCKEYE FARMS NEIGHBORHOOD NO.1

ANNEXATION

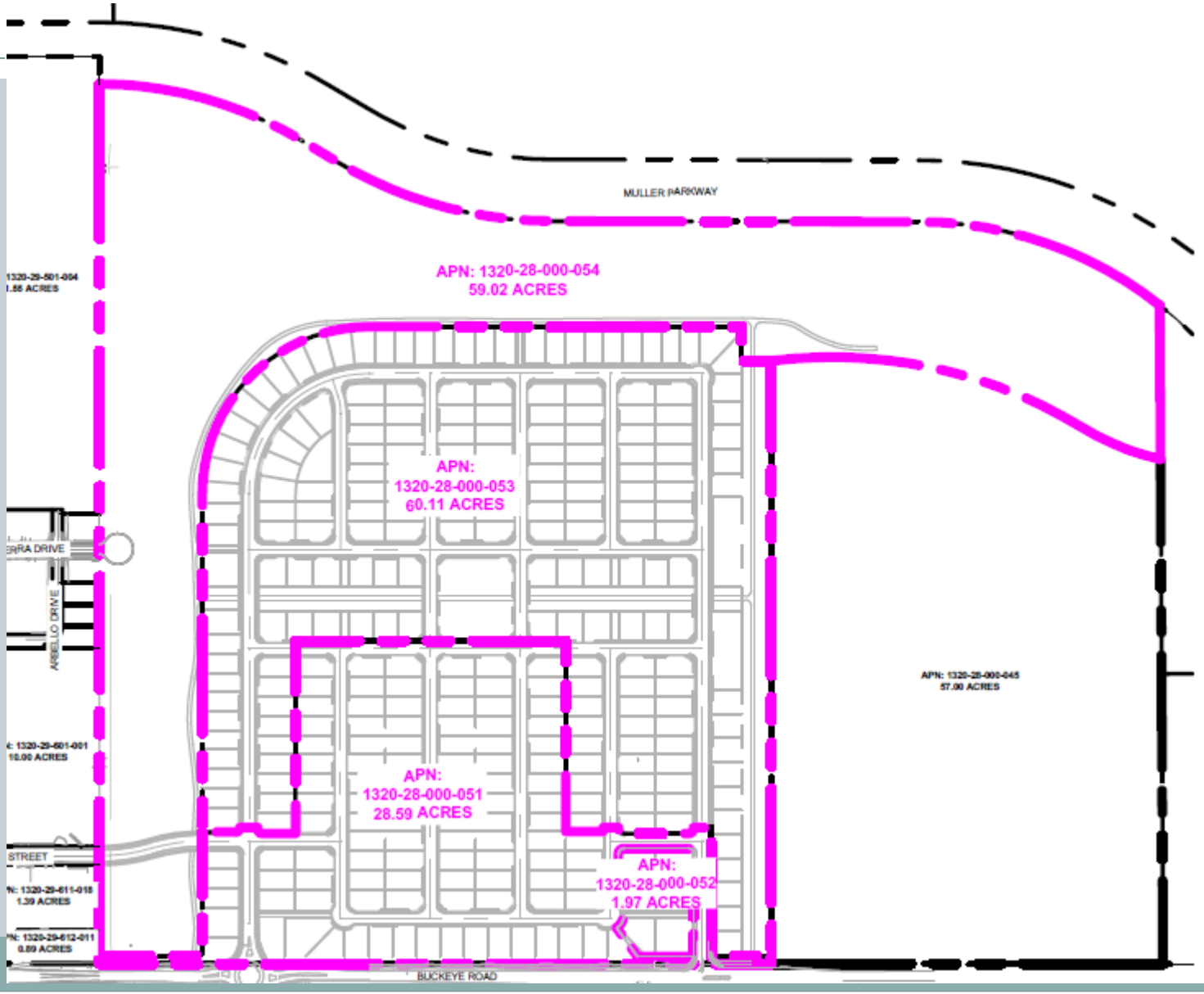
Minden Aerial



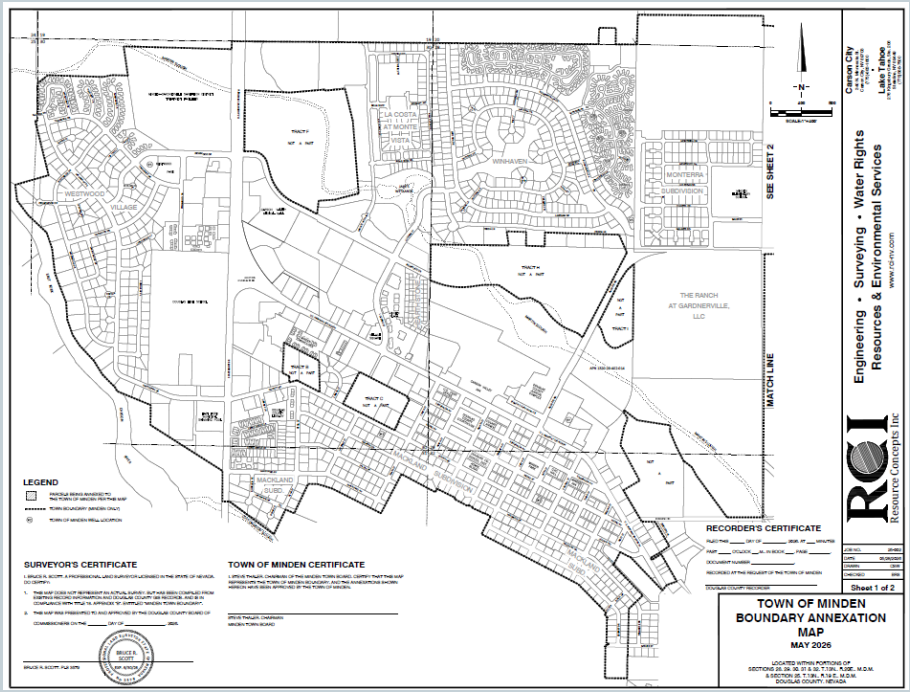
Current Zoning Map

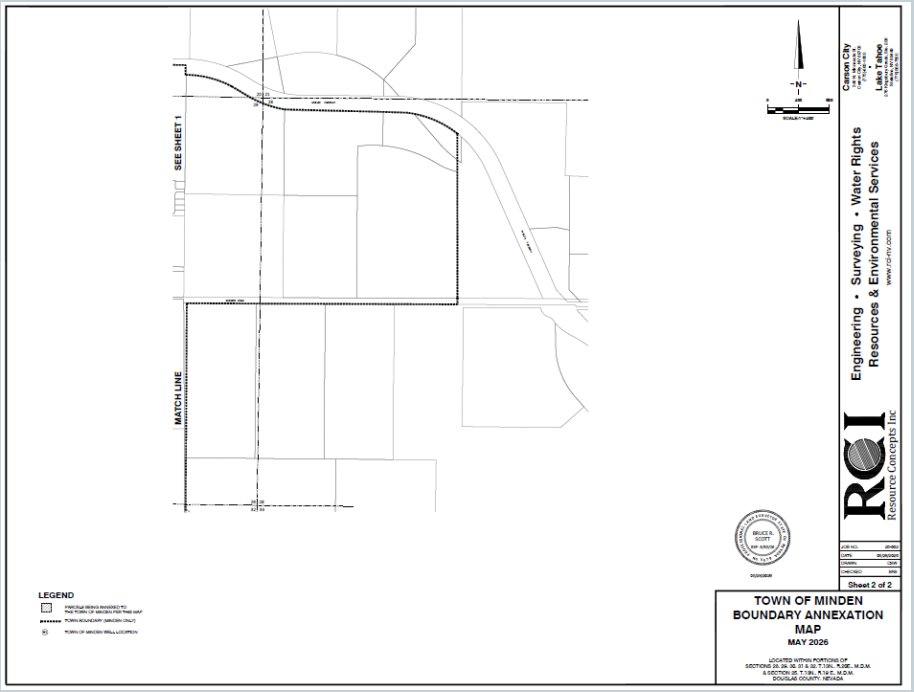


Annexation Parcel



Town of Minden Boundary Map





AGENDA ITEM NO. 12.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: **CLERK-TREASURER**

TITLE:
For possible action. Discussion on the appointment of committee members to write the favorable/pro and opposing/con arguments for the 2026 General Election advisory ballot question concerning separating the County Clerk and County Treasurer into two distinct, elected offices, per NRS 295.121. (Amy Burgans, Clerk/Treasurer)

RECOMMENDED MOTION:
Appoint committee members _____, _____ and _____ to the "Yes" or favorable/pro committee; and _____, _____ and _____ to the "No" or opposed/con committee for the 2026 General Election advisory ballot question to separate the office of Douglas County Clerk and County Treasurer into two distinct, elected offices.
OR
Decline to appoint committees as the County Commissioners are unable to appoint at least one person to each committee as required by NRS 295.121. Therefore, the Douglas County Clerk-Treasurer, in consultation with the Douglas County District Attorney, is statutorily required to prepare the "pro" and "con" arguments for the advisory ballot question.

FINANCIAL IMPACT:
None.

BACKGROUND:
Following the Board's approval of Resolution No. 2026R-042 directing an advisory question be placed on the November 3, 2026, General Election Ballot, recruitment was initiated for members of the public to apply to serve on the favorable/pro and opposing/con ballot question committees. Recruitment occurred by advertising on the Clerk-Treasurer's website, through the County Facebook page, through the County Clerk-Treasurer's public counters and advertising in the Record Courier on July 8 and July 11, 2026.

Attached as supplemental items are all applications received by the deadline, July 14, 2026, at 5:00 p.m.

Per NRS 295.121(b)(5), if, after consulting with the county clerk the Board is unable to appoint three persons who are willing to serve on a committee, the board may appoint fewer than three persons to that committee, but the Board must appoint at least one person to each committee appointed pursuant to this section.

If the Board cannot appoint at least one person to each committee, the Board must decline to make any appointments and the committee process cannot be used for this particular advisory question. Per NRS 295.121(6), if the Board fails to appoint a committee, the County Clerk shall, in consultation with the District Attorney, prepare arguments advocating approval and opposing approval by the voters of the ballot question.

The decision to appoint or decline committees is time sensitive due to the timeframe for printing the 2026 General Election sample ballots with the advisory question and arguments.

ATTACHMENTS:

AGENDA ITEM NO. 13.1

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: **COUNTY MANAGER**

TITLE:
For possible action. Discussion regarding the composition and geographic representation of the Stormwater Task Force; the evaluation process and criteria for reviewing applicants; consideration of narrowing the applicant pool for further review at a future meeting; consideration of whether the task force facilitator should be selected from among the appointed members or from outside the task force; and possible direction to staff regarding the solicitation and vetting of applicants, or formation and implementation of the Stormwater Task Force. (Wendy Lang, Assistant County Manager)

RECOMMENDED MOTION:
Provide direction to move forward with selected candidates for further consideration for appointment to the Stormwater Utility Task Force, or other direction to staff consistent with the discussion.

FINANCIAL IMPACT:
The fiscal impact of this agenda item cannot be determined at this time. Recommendations ultimately received may include modifications to the program, budget, utility rate structure, a phased implementation strategy, appeal and credit processes that may all have a financial impact on the Stormwater Utility.

BACKGROUND:
At its June 18, 2026 meeting, the Board of County Commissioners approved the creation of a Stormwater Utility Task Force, not to exceed 13 members, to assist the County Manager and Board of County Commissioners to evaluate options and develop recommendations responsive to community concerns related to the Douglas County Stormwater Utility. The establishment of the Douglas County Stormwater Task Force is intended to create a collaborative and transparent process for evaluating the County's long-term stormwater infrastructure and funding needs. The Task Force will provide an opportunity for ratepayers, stakeholders, technical representatives, and County staff to work together to review the proposed framework, evaluate alternatives, and identify recommendations that reflect both infrastructure priorities and community concerns.

Applications from interested parties were collected from June 22 - July 8, 2026; all applications received are attached to this item. Staff have also attached tools such as a suggested scoring guide and lists of applicants by stakeholder category which individual Board members may use in their evaluation of applicants. Recommended stakeholder representation categories outlined in the attached and previously shared Task Force Framework Memo include varied residential parcel owners, agricultural producer/ditch committee, and business/commercial/industrial property owners, with the intent to achieve a balance of geographic location as well as property types and sizes. Recommended selection criteria also includes technical expertise, demonstrated interest in community issues, and ability to participate collaboratively and constructively. The Board may select applicants for interview at a future regular or special meeting to further aid in their selection for appointment to the Task Force.

Another recommendation shared in the Task Force Framework Memo is the appointment of a facilitator to assist with meeting structure, public engagement, and consensus-building. The Board has received interest in Task Force participation from a number of qualified individuals and may find one of these individuals suitable to fill this role.

Notably, applications from residents, business owners, or other stakeholders at Tahoe are lacking. The Board may wish to limit the Task Force's composition to the Valley and consider other options for engaging with stakeholders in a more focused effort in the Tahoe Basin. Focused efforts might include collaboration with other organizations, such as the Tahoe Regional Planning Agency and the Stateline Stormwater Association. An approach similar to the suggestions from the Tahoe Chamber in their attached letter can address the unique landscape of current regulations, fees, and oversight in this portion of Douglas County. Alternatively, the Board may wish to provide further direction to staff regarding the solicitation of additional applicants for the Tahoe Basin.

ATTACHMENTS:
Stormwater Task Force Appointments.pdf
Task Force Framework Memo.pdf
TahoeChamberLetter.pdf
Task Force Application Scoring Guide.pdf
Applicant List Stormwater Task Force.pdf
Map by Community Area.pdf
Anderson Beverley.pdf
Arnaud Sheila Redacted.pdf
Bauman Donald.pdf
Beronio Denise.pdf
Burner Christian.pdf
Carlini Tod Redacted.pdf
Cox Chad.pdf
Dempsey Brian.pdf
Doering Kirk.pdf
Drew Jason.pdf

Elsmore Jim.pdf
Freeman Evan.pdf
Garrahan Patrick.pdf
Garrison Chris.pdf
Grande Chad.pdf
Halsey James.pdf
Hollander Brad.pdf
Howe David.pdf
Huffman Terri Redacted.pdf
Jesse Harold.pdf
Lang Jonathan.pdf
Lerg Lennie.pdf
Lewis Bayan.pdf
May Michael.pdf
Mcafee Scott.pdf
Mccoy Timothy.pdf
McKalip James.pdf
Mckay Cameron.pdf
Mercer David.pdf
Messina Frank.pdf
Messina Salvatore Redacted.pdf
Middione Marco.pdf
Navarro Shay.pdf
Nelson Dave.pdf
Ortiz Joseph Redacted.pdf
Peternel Karin.pdf
Phillips George.pdf
Price Steve.pdf
Reed Arthur.pdf
Rieman J Eric.pdf
Ryan Donald.pdf
Schiller Mike.pdf
St John Daniel.pdf
Starrett Virginia.pdf
Strehlow Cheryl.pdf
Stuve Thomas.pdf
Tanner Donna.pdf
Taylor Terrence.pdf
Walker Steve.pdf
Welsh John.pdf
Werner Larry.pdf
Wetzel Dave Redacted.pdf

Whear Todd.pdf
Willoughby Terri.pdf

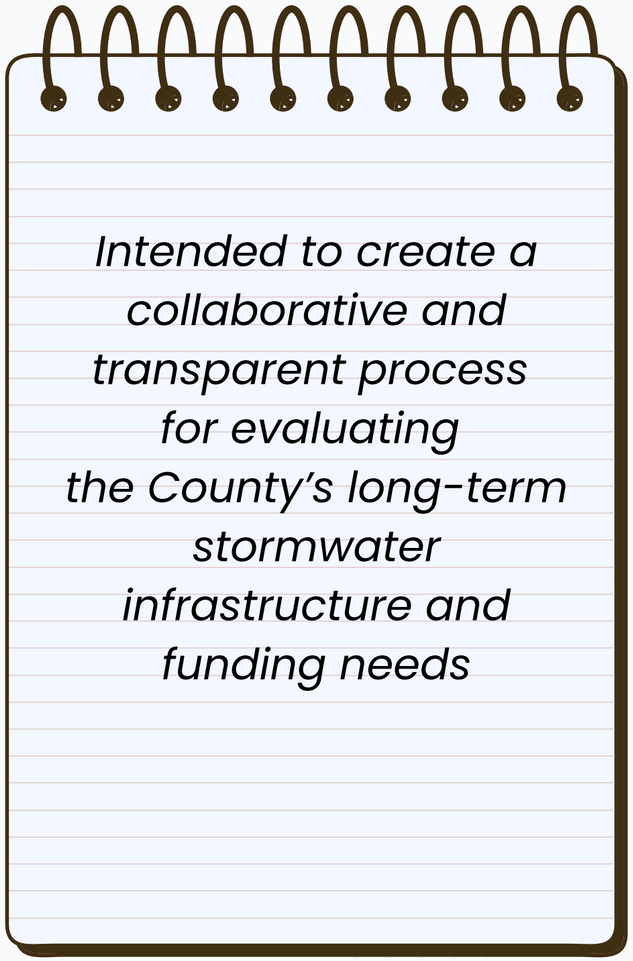
Stormwater Task Force Applicant Review

July 16, 2026
Wendy Lang, Assistant County Manager



Stormwater Utility Task Force

- Evaluate options and develop recommendations responsive to community concerns related to the Douglas County Stormwater Utility
- Applications collected June 22-July 8, 2026
- Not to exceed 13 members
- Consider moving forward around 26 (half of applicants) forward to interview at a later date



Stormwater Task Force Applicant Review

Recommended selection criteria includes technical expertise, demonstrated interest in community issues, and ability to participate collaboratively and constructively.

Available Tools:

- Applicant List
- Applications
- Scoring Guide
- Map by Community Area



Agricultural Producer/Ditch Committee Stakeholders



Committee appointment should include at least 1 representative

Applicant	Community Area	Watershed	Interview
Jonathan Lang	North Agricultural	Carson	Yes
J Eric Rieman	Ruhenstroth	Carson	Yes
Steve Walker	North Agricultural	Carson	Yes

Business / Commercial / Industrial



Committee appointment should include approx. 3 representatives

- Denise Beronio
- Tod Carlini
- Chad Cox
- Jim Elsmore
- Lennie Lerg
- James Mckalip
- George Phillips
- J Eric Rieman
- Lawrence Werner
- Todd Whear

Residential - North Region

Committee appointment recommendation of 1-2 representatives

First Name	Last Name	Stakeholder Representation	Community Area	Town/G IDs	Zoning	Recommended
Evan	Freeman	Residential	Indian Hills		Single Family Residence, 1 Acre	
Chad	Grande	Residential	Johnson Lane		Single Family Residence, 1 Acre	
Jonathan	Lang	Agricultural/Ditch	North Agricultural		Agriculture, 19 Acres	Ag Interview
Lennie	Lerg	Residential and Business/Commercial	Johnson Lane		Single Family Residence, 1 Acre	Business Interview
George	Phillips	Residential	Johnson Lane		Single Family Residence, 1 Acre	Business Interview
Steve	Price	Residential	Johnson Lane		Single Family Residence, 1 Acre	
Donald	Ryan	Residential	Johnson Lane		Single Family Residence, 1 Acre	
Mike	Schiller	Residential and Business/Commercial	Johnson Lane		Single Family Residence, 1 Acre	
Thomas	Stuve	Residential	Johnson Lane		Single Family Residence, 1 Acre	
Terrence	Taylor	Residential	Johnson Lane		Single Family Residence, 1 Acre	
Steve	Walker	Agricultural/Ditch	North Agricultural		Agriculture, 19 Acres	Ag Interview
Lawrence	Werner	Residential	Johnson Lane		Single Family Residence, 1 Acre	Business Interview

Residential - South Region

Committee appointment recommendation of 1-2 representatives

First Name	Last Name	Stakeholder Representation	Community Area	Town/GIDs	Zoning
Donald	Bauman	Residential	TRE/Holbrook Jct		Rural Agriculture, 5 Acres
Patrick	Garrahan	Residential	TRE/Holbrook Jct		Forest Range, 19 Acres
Michael	May	Residential	TRE/Holbrook Jct	TRE GID	Single Family Residence, 2 Acres
Donna	Tanner	Residential	TRE/Holbrook Jct	TRE GID	Single Family Residence, 2 Acres



Residential - East Region

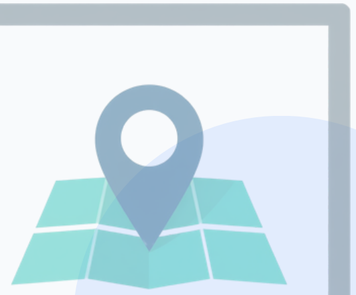
Committee appointment recommendation of 1-2 representatives

First Name	Last Name	Stakeholder Representation	Community Area	Town/ GIDs	Zoning	Recommended
Beverley	Anderson	Residential	Fish Springs		Rural Agriculture, 5 Acres	
Denise	Beronio	Residential	Pine Nut Area		Forest Range, 19 Acres	Business Interview
Chad	Cox	Residential	Ruhenstroth		Single Family Residence, 1 Acre	Business Interview
Chris	Garrison	Residential	Ruhenstroth		Rural Agriculture, 5 Acres	
James	Halsey	Residential	East Valley		Rural Agriculture, 5 Acres	
Brad	Hollander	Residential	East Valley		Rural Agriculture, 5 Acres	
David	Howe	Residential	Fish Springs		Forest Range, 19 Acres	
Bayan	Lewis	Residential	East Valley		Single Family Residence, 2 Acres	
Scott	Mcafee	Residential	East Valley		Rural Agriculture, 5 Acres	
David	Mercer	Residential	East Valley		Rural Agriculture, 5 Acres	
Marco	Middione	Residential	Fish Springs		Rural Agriculture, 5 Acres	
Joseph	Ortiz	Residential and Business/Commercial	Fish Springs		Rural Agriculture, 5 Acres	
J Eric	Rieman	Agricultural/Ditch	Ruhenstroth		Agriculture, 19 Acres	Ag and Business Interview
Daniel	St. John	Residential	East Valley		Rural Agriculture, 5 Acres	
Dave	Wetzel	Residential	Fish Springs		Rural Agriculture, 5 Acres	

Residential - West Region

Committee appointment recommendation of 1-2 representatives

First Name	Last Name	Stakeholder Representation	Community Area	Town/GIDs	Zoning	Recommended
Sheila	Arnaud	Residential and Business/Commercial	Foothill		Single Family Residence, 1 Acre	
Tod	Carlini	Residential	Foothill		Single Family Residence, 1 Acre	Business Interview
Jim	Elsmore	Residential and Business/Commercial	South Agricultural		Agriculture, 19 Acres	Business Interview
Terri	Huffman	Residential	Genoa		Forest Range, 19 Acres	
Harold	Jesse	Residential	Foothill		Single Family Residence, 1 Acre	
Timothy	Mccoy	Residential	Genoa		Single Family Residence, 1/2 Acre	
Virginia	Starrett	Residential	Foothill		Forest Range, 19 Acres	



Residential - Central Region

Committee appointment recommendation of 1-2 representatives

First Name	Last Name	Stakeholder	Community Area	Town/GIDs	Zoning	Recommended
Christian	Burner	Residential	Gardnerville Ranchos	GRGID	Single Family Residence, 1/2 Acre	
Brian	Dempsey	Business Owner	Gardnerville Ranchos	GRGID	Multi-family Residential	
Kirk	Doering	Residential	Gardnerville Ranchos		Rural Agriculture, 5 Acres	
James	McKalip	Residential	Gardnerville Ranchos	GRGID	Single Family Residence, 8,000 Sf	Business Interview
Cameron	Mckay	Residential	Gardnerville Ranchos	GRGID	Single Family Residence, 1/2 Acre	
Frank	Messina	Residential	Gardnerville Ranchos	GRGID	Single Family Residence, 1/2 Acre	
Salvatore	Messina	Residential	Gardnerville Ranchos		Rural Agriculture, 5 Acres	
David	Nelson	Residential	Gardnerville Ranchos	GRGID	Single Family Residence, 1 Acre	
Karin	Peternel	Residential	Minden	Minden	Single Family Residence, 12,000 Sf	
Arthur G.	Reed	Residential	Gardnerville Ranchos	GRGID	Single Family Residence, 1/2 Acre	
Cheryl	Strehlow	Residential	Gardnerville Ranchos	GRGID	Single Family Residence, 12,000 Sf	
John	Welsh	Residential	Gardnerville Ranchos	GRGID	Single Family Residence, 12,000 Sf	
Todd	Whear	Business/Commercial	Gardnerville	Gardnerville	Single Family Residence, 12,000 Sf	Business Interview
Terri	Willoughby	Residential	Minden	Minden	Single Family Residence, 8,000 Sf	

Tahoe

Alternative options for engaging stakeholders:

- Collaboration through Tahoe Regional Planning Agency, Stateline Stormwater Association, and Tahoe Chamber.
- Additional solicitation to participate in the Task Force.
- Creation of a separate independent Task Force.

Tailored approach may be warranted to address the unique landscape of current regulations, fees, and oversight in this portion of Douglas County

Facilitator

Facilitator recommended to assist with meeting structure, public engagement, and consensus-building. Applicants for the Task Force may include potential facilitators for consideration.

A staff liaison would assist the Task Force with Open Meeting Law compliance (e.g., agenda drafting and posting, supplemental materials, and taking minutes), scheduling and other logistics.



JENIFER DAVIDSON
County Manager
WENDY LANG
Assistant County Manager
KATHY LEWIS, CPA
Chief Operating Officer

1594 Esmeralda Avenue
Minden, Nevada 89423

www.douglascountynv.gov
775-782-9821

OFFICE OF THE COUNTY MANAGER

MEMO

Date: June 12, 2026

To: Douglas County Board of County Commissioners

From: Jenifer Davidson, County Manager
Wendy Lang, Assistant County Manager

RE: Proposed Framework for Stormwater Task Force

Purpose
The purpose of the Douglas County Stormwater Task Force ("Task Force") is to provide a collaborative forum to review, evaluate, and develop recommendations regarding the proposed Douglas County Stormwater Utility and associated funding framework.

The Task Force shall serve in an advisory capacity to the Board of County Commissioners and will work collaboratively with the County Manager's Office, Community Development Department, Public Works staff, Finance staff, and the County's technical consultants throughout the process.

The Task Force shall operate in an open and transparent manner and is intended to encourage meaningful community participation, strengthen public confidence in the process, and assist the Board in identifying a durable and publicly supported path forward regarding stormwater infrastructure funding and management.

The Task Force will be considered a "public body" under Nevada's Open Meeting Law, and will be subject to all of the public noticing and participation requirements of Chapter 241 of the Nevada Revised Statutes.

Proposed Scope of Work
The scope of work for the Task Force shall include, but not necessarily be limited to, the following:

1. Community Feedback and Public Engagement

- Engage in conversations to share information and obtain community feedback throughout the process;
- Identify opportunities for continued stakeholder participation and transparency;
- Serve as a forum for constructive discussion regarding community concerns, priorities, and potential solutions.

2. Budget, Operations, and Capital Improvement Planning

- Review current program and operations, regulatory compliance, and established Board priorities;
- Review assumptions related to long-term financial sustainability and funding adequacy;
- Evaluate the proposed Stormwater budget and revenue requirements.

3. Stormwater Framework and Governance

- Consider governance, oversight, transparency, accountability, and reporting mechanisms;
- Identify topics to incorporate into the proposed ordinance.

4. Alternative Funding and Service Approaches

- Identify and evaluate potential modifications to the proposed Stormwater structure;
- Consider alternative approaches to service levels, implementation strategies, and funding mechanisms;
- Evaluate opportunities for phased implementation or prioritization of services and projects.

5. Funding Structure and Credits

- Consider industry best practices for appropriate and legally compliant funding, including a review of existing rate study deliverables;
- Evaluate potential credits, adjustments, exemptions, appeals processes, and other mechanisms intended to address equity and proportionality concerns.

This process should involve thorough and robust education, including industry expertise and best practices. The Task Force should receive presentations from staff to provide insights to current operations and relevant activities, as well as legal and financial context. The Task Force may also submit written questions to staff to help inform the group's recommendations. The Task Force should provide progress updates and may provide interim recommendations to the Board of County Commissioners throughout its work and shall ultimately provide a final recommendations memorandum for Board consideration.

Proposed Membership

To ensure broad representation, staff recommends a Task Force consisting of approximately 9 members representing a balance of geographic areas, property types, technical expertise, and potential rate categories.

<u>Residential Property Owners</u>

- 3–5 residents representing:
    - Small residential parcels
    - Large residential/rural parcels
    - Different watersheds or geographic areas, including Walker River Basin, Lake Tahoe Basin, and Carson River Watershed

<u>Agricultural Producer/Ditch Committee Stakeholders</u>

- 1 representative

Business / Commercial / Industrial Property Owners

- 2 representatives
    - selected with the assistance of the Chambers of Commerce and the Business Council

- 1 representative from the Builder's Community
    - selected with the assistance of the Nevada Builders Alliance

County Staff Support (Non-Voting)

- County Manager's Office
- Community Development
- County Engineer
- Finance
- Legal Counsel
- Subject Matter Experts in Drainage or Utility Rate Formation as needed

Liaison and Facilitator (Non-Voting)

Staff recommends the use of a staff liaison as well as a Board appointed facilitator. The role of the staff liaison would be to assist the Task Force with Open Meeting Law compliance (e.g., agenda drafting and posting, supplemental materials, and taking minutes), scheduling meetings and meeting spaces, coordinating presentations, and helping the Task Force draft written materials to bring to the Board. Staff recommends the County Manager or the Assistant County Manager serve as the Task Force staff liaison. Additionally, the Board may wish to consider appointing a facilitator to assist with meeting structure, public engagement, and consensus-building.

Proposed Selection Process
Staff recommends that the Board authorize an open application process for interested residents and stakeholders. Applications would open on June 22nd and close on July 8th.

Selection criteria may include:

- Geographic diversity
- Variety of parcel types and sizes
- Technical or professional expertise
- Demonstrated interest in community issues
- Ability to participate collaboratively and constructively

Final appointments should be made by the Board of County Commissioners at the July 16, 2026 meeting or a special meeting.

Proposed Operating Structure

Meeting Schedule

- Meetings will be held approximately twice monthly, in the late afternoon or evening
- Duration: approximately 3–6 months
- Meetings open to the public and publicly noticed

- The work of the Task Force should begin promptly

Deliverables

The Task Force would provide interim progress updates to the Board and a final recommendations memorandum.

Decision-Making

The Task Force should strive for consensus where possible; however, majority and minority viewpoints may both be forwarded to the Board for consideration. Particularly when viewpoints and public input vary on any given point, conveyance of these variations should be included for context.

Proposed Guiding Principles

Staff recommends that the Task Force operate under the following guiding principles:

- Transparency
- Equity and proportionality
- Fiscal responsibility
- Long-term sustainability
- Public accountability
- Education, engagement, and input through respectful dialogue
- Data-informed decision-making
- Recognition of differing community impacts and perspectives

Conclusion

The establishment of the Douglas County Stormwater Task Force is intended to create a collaborative and transparent process for evaluating the County's long-term stormwater infrastructure and funding needs. The Task Force will provide an opportunity for ratepayers, stakeholders, technical representatives, and County staff to work together to review the proposed framework, evaluate alternatives, and identify recommendations that reflect both infrastructure priorities and community concerns.

The County recognizes that the feedback received throughout this process has highlighted the importance of affordability, equity, accountability, and meaningful public participation in the development of any long-term funding strategy. The Task Force is intended to support a more deliberate and inclusive review process that allows additional time for evaluation, discussion, and refinement of potential approaches.

Through this effort, the County seeks to develop a stormwater framework and implementation strategy that is financially sustainable, operationally effective, understandable, and responsive to ratepayer concerns expressed to date.

Tahoe Chamber

July 6, 20256

Ms. Jenifer Davidson, County Manager
Ms. Wendy Lang, Assistant County Manager
Douglas County
1594 Esmeralda
Minden, NV 89423

cc: Commissioner Sharla Hales

Dear Jenifer and Wendy:

We are writing to respectfully request a meeting to further discuss how the County can most effectively develop its stormwater utility program as applied to Lake Tahoe.

Up front, our discussion should address the following issues for clarity of purpose:

- The Tahoe portion of the County already has a stormwater management program - the existing stormwater management regulatory codes and requirements of the Tahoe Regional Planning Agency. These include mitigation fees and enforcement protocols.

- What are the elements of a stormwater management program the County sees as not addressed by TRPA requirements?

- Options for County consideration: Since Tahoe has an existing program, have the Task Force focus first on areas of the County outside Tahoe. Driven by its likely composition, we believe the practical, realistic Task Force focus will be on areas outside of Tahoe.

Whatever the timing for County efforts at Tahoe, on behalf of its Nevada members, Tahoe Chamber leadership has offered to assist with efforts to identify key stakeholders to participate in meetings to shape and propose a Tahoe stormwater component that can be incorporated into a county-wide program.

We believe essential Tahoe stakeholders would include representatives of the Tahoe Regional Planning Agency, Stateline Stormwater Association, Nevada Tahoe Conservation District, one or two of the larger general improvement districts, and some representation of resident property owners.

We do not envision a lengthy series of meetings. Perhaps we were making some initial progress during the discussions some of us were having with you before the County's decision to "begin again" with creation of a "Douglas County Stormwater Task Force" of no more than 13 people. With all due respect, we do not see how a Tahoe-specific strategy emerges from this understandably broad-based Task Force.

We look forward to working with you to address these considerations.

Sincerely,
Steve Teshara
Director, Government Relations
Tahoe Chamber

cc: Jessica Grime, CEO, Tahoe Chamber
Carol Chaplin, President & CEO, Lake Tahoe Visitors Authority

Stormwater Task Force Application

Suggested Scoring Guide

Important Considerations

The Board of County Commissioners intends to appoint a Task Force that reflects a diversity of perspectives, experiences, geographic areas, and stakeholder interests. This guide is one tool Commissioners may use in conducting their review and analysis to narrow the applicant pool.

Suggested Scoring Matrix

Criteria	Points
Interest & Motivation	20
Relevant Experience	20
Analytical Ability	20
Collaboration	20
Community Representation	20
Total	**100**

1. Interest Statement (20 points)

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

Scoring:

- 0-5 points: Limited explanation
- 6-10 points: General interest demonstrated
- 11-15 points: Clear understanding of the issues
- 16-20 points: Thoughtful perspective and commitment to public service

2. Collaboration and Respectful Dialogue (20 points)

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

Scoring:

- 0-5 points: Limited evidence of collaboration
- 6-10 points: General willingness to collaborate
- 11-15 points: Demonstrated experience working through disagreements
- 16-20 points: Strong examples of consensus-building and respectful engagement

3. Ability to Evaluate Information (20 points)

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

Scoring:

- 0-5 points: Minimal example
- 6-10 points: Some analytical experience
- 11-15 points: Demonstrated ability to evaluate information
- 16-20 points: Strong analytical and decision-making experience

4. Relevant Experience (20 points)

Scoring:

- 0-5 points: No relevant experience identified
- 6-10 points: Some relevant experience
- 11-15 points: Significant experience in one area
- 16-20 points: Extensive expertise or multiple relevant areas

5. Community and Perspective Representation (20 points)

Please describe any stakeholder groups, industries, neighborhoods, or community interests you believe you would help represent.

Scoring:

- 0-5 points: Limited representation
- 6-10 points: Represents a clearly identifiable stakeholder group
- 11-15 points: Represents multiple or a significant stakeholder group
- 16-20 points: Represents several stakeholder groups or brings a unique perspective

First Name	Last Name	Resident	Stakeholder Representation	Community Area	Town/GIDs	Zoning	Watershed	Notes
Beverley	Anderson	Yes	Residential	Fish Springs		Rural Agriculture, 5 Acres	Carson	
Sheila	Arnaud	Yes	Residential and Business/Commercial	Foothill		Single Family Residence, 1 Acre	Carson	
Donald	Bauman	Yes	Residential	TRE/Holbrook Jct		Rural Agriculture, 5 Acres	Walker	
Denise	Beronio	Yes	Residential	Pine Nut Area		Forest Range, 19 Acres	Carson	Indicated possible conflict - see application
Christian	Burner	Yes	Residential	Gardnerville Ranchos	GRGID	Single Family Residence, 1/2 Acre	Carson	
Tod	Carlini	Yes	Residential	Foothill		Single Family Residence, 1 Acre	Carson	
Chad	Cox	Yes	Residential	Ruhenstroth		Single Family Residence, 1 Acre	Carson	
Brian	Dempsey	Yes	Business Owner (Leases Property)	Gardnerville Ranchos	GRGID	Multi-family Residential	Carson	
Kirk	Doering	Yes	Residential	Gardnerville Ranchos		Rural Agriculture, 5 Acres	Carson	
Jason	Drew	No	Business Owner (Leases Property)	Tahoe		NA	Tahoe	
Jim	Elsmore	Yes	Residential and Business/Commercial	South Agricultural		Agriculture, 19 Acres	Carson	

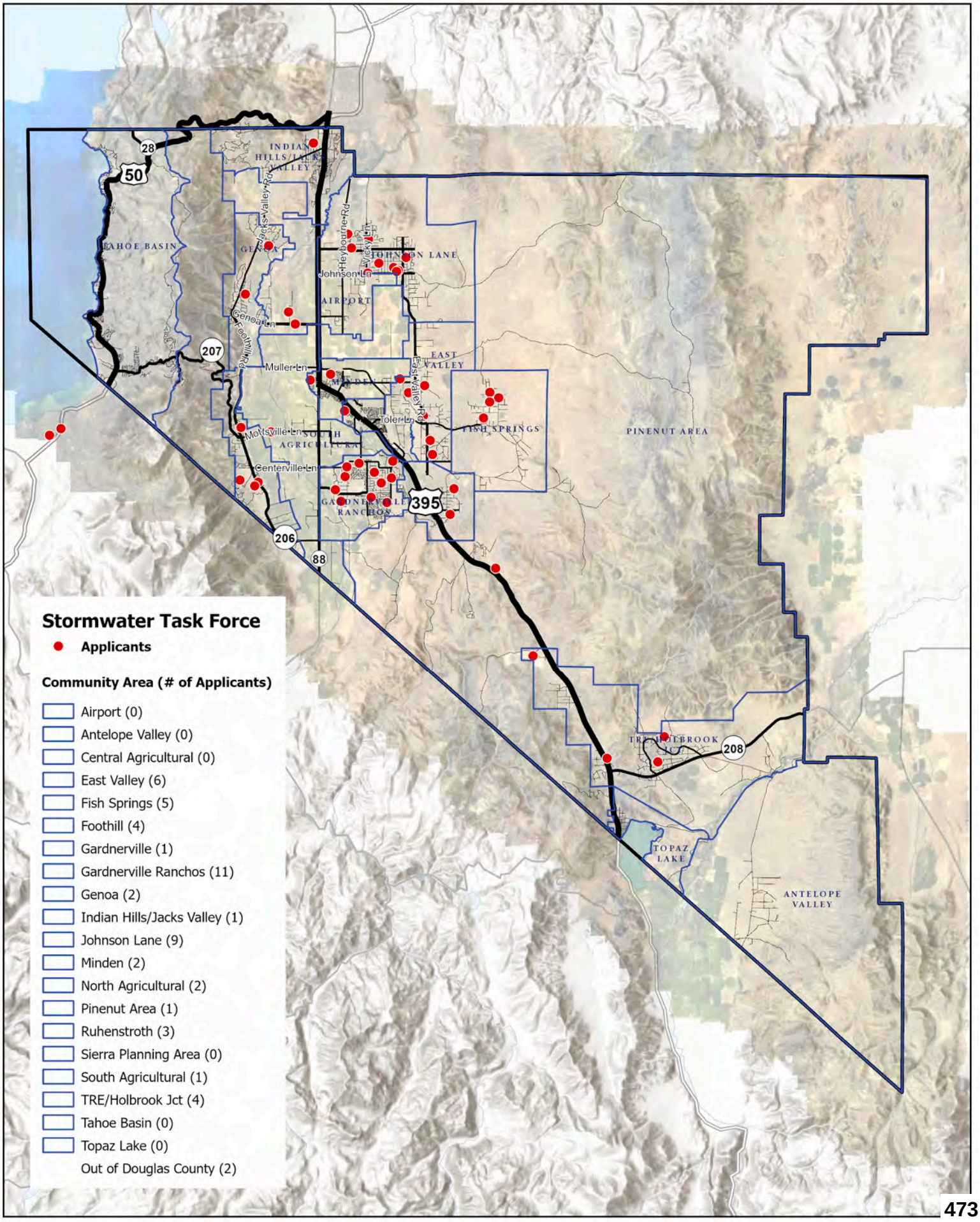
First Name	Last Name	Resident	Stakeholder Representation	Community Area	Town/GIDs	Zoning	Watershed	Notes
Evan	Freeman	Yes	Residential	Indian Hills		Single Family Residence, 1 Acre	Carson	
Patrick	Garrahan	Yes	Residential	TRE/Holbrook Jct		Forest Range, 19 Acres	Walker	
Chris	Garrison	Yes	Residential	Ruhenstroth		Rural Agriculture, 5 Acres	Carson	
Chad	Grande	Yes	Residential	Johnson Lane		Single Family Residence, 1 Acre	Carson	
James	Halsey	Yes	Residential	East Valley		Rural Agriculture, 5 Acres	Carson	
Brad	Hollander	Yes	Residential	East Valley		Rural Agriculture, 5 Acres	Carson	
David	Howe	Yes	Residential	Fish Springs		Forest Range, 19 Acres	Carson	
Terri	Huffman	Yes	Residential	Genoa		Forest Range, 19 Acres	Carson	
Harold	Jesse	Yes	Residential	Foothill		Single Family Residence, 1 Acre	Carson	
Jonathan	Lang	Yes	Agricultural/Ditch	North Agricultural		Agriculture, 19 Acres	Carson	
Lennie	Lerg	Yes	Residential and Business/Commercial	Johnson Lane		Single Family Residence, 1 Acre	Carson	

First Name	Last Name	Resident	Stakeholder Representation	Community Area	Town/GIDs	Zoning	Watershed	Notes
Bayan	Lewis	Yes	Residential	East Valley		Single Family Residence, 2 Acres	Carson	
Michael	May	Yes	Residential	TRE/Holbrook Jct	TRE GID	Single Family Residence, 2 Acres	Walker	Indicated possible schedule concern - see application
Scott	Mcafee	Yes	Residential	East Valley		Rural Agriculture, 5 Acres	Carson	
Timothy	Mccoy	Yes	Residential	Genoa		Single Family Residence, 1/2 Acre	Carson	
James	McKalip	Yes	Residential	Gardnerville Ranchos	GRGID	Single Family Residence, 8,000 Sf	Carson	
Cameron	Mckay	Yes	Residential	Gardnerville Ranchos	GRGID	Single Family Residence, 1/2 Acre	Carson	
David	Mercer	Yes	Residential	East Valley		Rural Agriculture, 5 Acres	Carson	
Frank	Messina	Yes	Residential	Gardnerville Ranchos	GRGID	Single Family Residence, 1/2 Acre	Carson	
Salvatore	Messina	Yes	Residential	Gardnerville Ranchos		Rural Agriculture, 5 Acres	Carson	
Marco	Middione	Yes	Residential	Fish Springs		Rural Agriculture, 5 Acres	Carson	
Shay	Navarro	No	Residential	Tahoe		NA	Tahoe	

First Name	Last Name	Resident	Stakeholder Representation	Community Area	Town/GIDs	Zoning	Watershed	Notes
David	Nelson	Yes	Residential	Gardnerville Ranchos	GRGID	Single Family Residence, 1 Acre	Carson	
Joseph	Ortiz	Yes	Residential and Business/Commercial	Fish Springs		Rural Agriculture, 5 Acres	Carson	
Karin	Peternel	Yes	Residential	Minden	Minden	Single Family Residence, 12,000 Sf	Carson	
George	Phillips	Yes	Residential	Johnson Lane		Single Family Residence, 1 Acre	Carson	
Steve	Price	Yes	Residential	Johnson Lane		Single Family Residence, 1 Acre	Carson	
Arthur G.	Reed	Yes	Residential	Gardnerville Ranchos	GRGID	Single Family Residence, 1/2 Acre	Carson	
J Eric	Rieman	Yes	Agricultural/Ditch	Ruhenstroth		Agriculture, 19 Acres	Carson	
Donald	Ryan	Yes	Residential	Johnson Lane		Single Family Residence, 1 Acre	Carson	
Mike	Schiller	Yes	Residential and Business/Commercial	Johnson Lane		Single Family Residence, 1 Acre	Carson	
Daniel	St. John	Yes	Residential	East Valley		Rural Agriculture, 5 Acres	Carson	
Virginia	Starrett	Yes	Residential	Foothill		Forest Range, 19 Acres	Carson	

First Name	Last Name	Resident	Stakeholder Representation	Community Area	Town/GIDs	Zoning	Watershed	Notes
Cheryl	Strehlow	Yes	Residential	Gardnerville Ranchos	GRGID	Single Family Residence, 12,000 Sf	Carson	
Thomas	Stuve	Yes	Residential	Johnson Lane		Single Family Residence, 1 Acre	Carson	
Donna	Tanner	Yes	Residential	TRE/Holbrook Jct	TRE GID	Single Family Residence, 2 Acres	Walker	
Terrence	Taylor	Yes	Residential	Johnson Lane		Single Family Residence, 1 Acre	Carson	
Steve	Walker	Yes	Agricultural/Ditch	North Agricultural		Agriculture, 19 Acres	Carson	
John	Welsh	Yes	Residential	Gardnerville Ranchos	GRGID	Single Family Residence, 12,000 Sf	Carson	Indicated possible conflict - see application
Lawrence	Werner	Yes	Residential	Johnson Lane		Single Family Residence, 1 Acre	Carson	
Dave	Wetzel	Yes	Residential	Fish Springs		Rural Agriculture, 5 Acres	Carson	
Todd	Whear	Yes	Business/Commercial	Gardnerville	Gardnerville	Single Family Residence, 12,000 Sf	Carson	
Terri	Willoughby	Yes	Residential	Minden	Minden	Single Family Residence, 8,000 Sf	Carson	

Stormwater Advisory Committee



Application Form

Profile

Beverley (First Name) | A (Middle Initial) | Anderson (Last Name)

1391 Calle Pequeno (Home Address) | (Suite or Apt)

Gardnerville (City) | NV (State) | 89410 (Postal Code)

nevadabev@charter.net (Email Address)

Home: (775) 782-0730 (Primary Phone) | Mobile: (775) 790-3063 (Alternate Phone)

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

26

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

How did you first learn about this listing (e.g., website, social media, referral)?

Commissioners Meeting

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

- (•) Yes
- ( ) No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

same

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I live in Fish Springs which is affected every time the Pinenut Creek and the Fish Spring Creek cause flooding. I have firsthand experience with the . I have lived here 26 years

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

You have to come in with an open mind and listen to what people have to say. Everyone has their own ideas and we must listen to theirs and make our decisions from what they have to say.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I am currently the Treasurer of the Tahoe Douglas Elks Lodge 2670 and have been for the past 6 years. The job I am retired from was Lockheed Martin Aerospace in Palmdale Calif. I was in Engineering and do know how read and follow prints.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

(•) Yes ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Retired

Qualifications:

I live in one of the areas that always gets flooded, so I have firsthand experience.

Experience in Community Service:

I served on the Debt Management Commission.

Affiliation with Technical / Professional Societies:

N/A

Education Background and Degrees held, if any:

High School Diploma

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Upload a Resume

Review and Acknowledgement

ACKNOWLEDGEMENT AND RELEASE OF PUBLIC INFORMATION AND WAIVER OF NOTICE

The undersigned acknowledges that he or she has been selected as a candidate for a Douglas County advisory board. The undersigned further acknowledges that he or she is hereby advised and accepts that:
(1) Douglas County is a public entity and is subject to the Nevada Public Records Law (NRS Ch. 239) and the Nevada Open Meeting Law (NRS Ch. 241);
(2) Pursuant to Nevada Law, the name of the applicant, cover letter, resume, and any other information you have provided as a part of the application process will be released as part of public meeting agendas and supporting materials.

This information is a public record and will be available to the members of the public and the media throughout this process. A candidate may request redactions, in writing to the Douglas County Human Resources, as may be allowed under Nevada law, prior to the release of the information to the Board.

The undersigned hereby waives any and all rights to further notice of the above referenced public posting of information and any notice that may be required by the Nevada Public Records Law or Nevada's Open Meeting Law, and hereby consents to these actions.

I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of “See Attached or See Resume" will deem the application incomplete.

e-signature

Beverley A Anderson 7/6/2026

Application Form

Profile

Sheila
First Name

M
Middle Initial

Arnaud
Last Name

Home Address

Suite or Apt

GARDNERVILLE
City

NV
State

89410
Postal Code

Email Address

Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

28 years

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

1183 Service Dr. Gdv 89410

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I have a degree in Public Administration/ Business accounting and have worked as a grant writer for multiple low income programs as well as operated private businesses. My experience and ownership of commercial and residential property in Douglas county lends a prospective that emphasizes financial responsibility while looking after the low income senior residents.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner
- [x] Business/Commercial/Industrial Property Owners

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

I believe it is important to first listen, question and accumulate data and present facts plainly. financial evaluations are a strong point with me. The duty of this task force is to represent the current residents of Douglas County not our own self interest.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I have a Bachelor of science Business/accounting degree and Public Administration degree as well as work experience as an auditor for many types of companies. I have also applied for grants and was successfully awarded them in the Community Action Programs I was involved with in California. I was also responsible for administering them as well and my audits always came out above and beyond the standards required. I have since been in the private sector as a business owner and I communicate as a manager and with clients across the country daily.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

(•) Yes ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Qualifications:

BA in Public Administration BS in Business/ Accounting. The residents of Douglas County NV want financial responsibility as well as a voice

Experience in Community Service:

I worked for Butte and Contra Costa Counties as a grant writer and administrator for HUD, DOE and the CA- CETA Employment Training Programs. I provided administration over employees in Weatherization programs to benefit Low income seniors. I became an Auditor for multinational auditing firm, Peat Marwick. Later I became the Assistant Controller for Amerigas West coast operations with 27 stores. I was promoted Auditor and Collections Manager. Started own Businesses and currently still working.

Affiliation with Technical / Professional Societies:

N/A

Education Background and Degrees held, if any:

BA in Public Administration BS in Business/ Accounting

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

I have been observing this from the community's perspective. I plan to stay connected with the residents and I feel everything should be done in plain sight, I am not afraid of criticism. I appreciate the rural community here which, I believe, is our county's biggest attraction.

Attachments

Upload a Resume

Review and Acknowledgement

ACKNOWLEDGEMENT AND RELEASE OF PUBLIC INFORMATION AND WAIVER OF NOTICE

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I authorize the release and do not request redaction of any information.

○ Yes ◉ No

If you selected no please list what you would like to be redacted prior to public release:

No release of information unless I am selected to serve

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of “See Attached or See Resume" will deem the application incomplete.

e-signature

Sheila M Arnaud July 7, 2026

Application Form

Profile

Donald (First Name) | L (Middle Initial) | Bauman (Last Name)

1455 US Highway 395 South (Home Address) | (Suite or Apt)

Gardnerville (City) | NV (State) | 89410 (Postal Code)

nlttb@aol.com (Email Address)

Mobile: (775) 790-7449 (Primary Phone) | Mobile: (909) 633-7094 (Alternate Phone)

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

10

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

None

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I would like to be involved with developing a reasonable fair and equitable fee structure for the storm water needs of Douglas County. I have been in construction for many years, I have been a VP/General Manager for one of the biggest suppliers of concrete, aggregates, asphalt and cement in the world. I have been involved with many flood control projects including my own on my property here in Douglas County. I have a BA in Business, a MBA in Finance, a MBA in Marketing, ran my own business for many years and I was a General Contractor, so I can look at most situations from many different perspectives.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Donald L Bauman

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

With my experience working from a dispatcher of a company to the VP of the company I worked with many different opinions that may not of been the same as mine. My first step is to listen to what they have to say and determine what is important to their development of their opinion, if I do not agree I still understand that it is important to them, so the next step is to look at the idea that is being presented and see if there is any information that could sway their opinion that they might be missing, and from that point I would start over using the new information to try and let them see what the goal is and try and find away that we can reach the goal together while not discounting their opinion.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

As a VP part of my job was to expand the company and to do that I would have to build plants from the ground up including buying property, determining what plant to build on the property (many different ones depending on the product) what people to bring in from different locations to build, operate and run the operation. I spent many hours reading technical blueprints and designs to purchase just the right equipment for that location and product. Since I was responsible for the budget for several states and all the operations and costs for all the plants in those states finance was one of my everyday tools used to plan expansion, replace equipment, upgrade plants, increase or reduce employees. Our company had a lot of policies that determined what could be done and what could not for employees, equipment, facilities etc, I used these same policies to push for change and move my decisions forward through the president of the company.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

(•) Yes ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Private Business Consultant

Qualifications:

I have a BA in Business, a MBA in Finance, a MBA in Marketing, VP for a fortune 500 company, ran my own business and I was a General Contractor.

Experience in Community Service:

Done consulting for several cities for free. Now that I have time I am looking to give back to the community I live in.

Affiliation with Technical / Professional Societies:

I was part of the LA concrete Task Force for several years.

Education Background and Degrees held, if any:

BA Business MBA Marketing MBA Finance

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Upload a Resume

Review and Acknowledgement

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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of “See Attached or See Resume" will deem the application incomplete.

e-signature

Donald Bauman July 6, 2026

Application Form

Profile

Denise (First Name) | K (Middle Initial) | Beronio (Last Name)

271 Walker St (Home Address) | Suite or Apt

Gardnerville (City) | NV (State) | 89410 (Postal Code)

gunpowder.308@gmail.com (Email Address)

Home: (775) 781-9644 (Primary Phone) | Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

34

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

same

Denise K Beronio

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

This is a very controversial topic that demands a short and long term solution. We live in a basin which means our entire valley is basically in a flood zone. I hope to provide insight and concerns from DC constituents that could help shape this solution and hopefully design a cost effective program for residents and the county budget.

Question applies to Stormwater Task Force

Stakeholder Representation *

☑ Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

I am currently in a role of leadership with my employer and find that a fact finding, solutions based approach can share an informative road map that benefits all stakeholders and partners. Both sides are important and have value, and it is the job of the task force to help the public better understand deficits, solutions, and the cost benefit of desired outcomes for the county, while maintaining the integrity and concerns of the constituents.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I help manage budgets for a small division within the state of Nevada, write BDR's and testify regarding policy, have written bill draft requests (BDR) and I have help set NRS and NAC for my division.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Administrator

Qualifications:

I have a BS in Business Management from UNR, I have 25 years of business, mortgage, and real estate back ground, and I currently manage the Division of Outdoor Recreation for Nevada. I work regularly with land managers including map reviews, access, water mitigation and the like.

Experience in Community Service:

I currently sit on the board for the Douglas County Sheriff's Advisory Council, and I have served on many boards and commissions in the last 34 years, as well as volunteering for youth organizations, fund raisers, and community events.

Affiliation with Technical / Professional Societies:

none

Education Background and Degrees held, if any:

BS Business Management, minor in Marketing from UNR. Leadership certification from Rapport Leadership Institute

Do you anticipate any potential conflicts of interest?

(•) Yes ( ) No

Please explain:

I know all of the commissioners and some county staff on some level, which could be construed as a conflict.

Additional Comments:

I do not have a current resume available, but if I am considered and it is required, I can update a resume should one be desired.

Attachments

Upload a Resume

Review and Acknowledgement

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I authorize the release and do not request redaction of any information.

(●) Yes ( ) No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of "See Attached or See Resume" will deem the application incomplete.

e-signature

Denise Beronio

Denise K Beronio

Application Form

Profile

Christian (First Name) | D (Middle Initial) | Burner (Last Name)

1515 Lou Court (Home Address) | Suite or Apt

Gardnerville (City) | NV (State) | 89460 (Postal Code)

seadburner@aol.com (Email Address)

Home: (909) 800-7065 (Primary Phone) | Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

5

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

742 Tina Ct. Unit B, Stateline, NV 89449

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I live in a flood zone within Douglas County along the along the East Fork of the Carson River and Riverview Drive, and would be directly affected by stormwater issues. As a retired educator, I taught Geography in the public school system in California. I also have a doctorate in Organizational Leadership and would bring communication and organizational skills to the Task Force.

Question applies to Stormwater Task Force

Stakeholder Representation *

☑ Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

In my design, I aim to engage with a wide range of viewpoints, understand the reasoning behind them, and provide information and analysis without favoring people based on their identity or beliefs. The goal is to help the Task Force explore ideas thoughtfully and respectfully, even when perspectives differ.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

As an educational administrator (principal and assistant principal) with over 18 years experience, my responsibilities included facilities development, budgetary compliance, athletics coordination, attendance supervision, discipline investigation, and academic department support. I developed a task force to improve student attendance. All school stakeholders were represented, and a plan was developed that resulted in a 65% student attendance improvement the following school year.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Retired Educator

Qualifications:

As an educator of over 30 years, I served in a variety of positions, from classroom teacher, athletics team coach, Activities Director of a high school of 3500 students, Assistant Principal at 4 high schools, and Principal of a high school. I was responsible for for athletics, attendance, discipline, facilities, and working with different academic departments. I bring a perspective of collaboration within each organization.

Experience in Community Service:

I worked within the school district community to feed and clothe needy families, was on a community/district committee developing a job fair for students. Worked with community organizations to provide Thanksgiving meals and Christmas meals to our alternative education students and their families. Worked with local Sheriff's department to develop a program to empower wayward students for success.

Affiliation with Technical / Professional Societies:

CISCO EIA (Electronic Industries Alliance) Innovation Program CASBO (California Association of School Business Officials)

Education Background and Degrees held, if any:

B.S. Social Studies M.S. Educational Administration Ed.D Organizational Leadership

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

CDB_CV_2026.docx
Upload a Resume

Review and Acknowledgement

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◉ Yes ○ No

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e-signature

Christian D. Burner

Christian D Burner

Christian D. Burner, Ed.D.

(909) 800-7065 1515 Lou Ct. seadburner@aol.com
Gardnerville, NV 89460

PROFESSIONAL APPOINTMENTS

Adjunct Professor, United States University 2021-Present

- University supervisor for Interns/Student teachers in California
- Online professor for college of education courses

Principal, Washington High School, Colton Joint Unified School District 2017-2021

- Supervise certificated teaching staff, classified teaching staff, and classified support staff.
- Develop master schedule setting teacher classes.
- Manage school budget and funds from 5 different accounts.
- Create professional development program ensuring teacher strategy growth and lesson evolution.
- Provide for the safety of students and staff by meeting with safety team.
- Organize school management system for student success with Positive Behavior Intervention and Supports program (PBIS).
- Lead school accreditation committee, ensuring all subcommittees are staffed accordingly and reviewing committee minutes.
- Oversee School Site Council meeting and develop agenda for meetings.
- Direct English Learners Advisory Committee (ELAC) working with staff, parents, and community sharing school information, goals, district mandates, and seeking advise regarding.
- Analyze data from a variety of assessments, such as mid-term benchmarks, quarter grades, semester grades, state assessments, English Language Learner testing.
- Evaluate both certificated and classified staff.
- Interview and recommend for hire new staff, both certificated and classified.
- Conduct classroom walkthroughs and provide feedback to teachers for improving student engagement.
- Complete reports to state and district departments.

Assistant Principal, Grand Terrace High School, CJUSD 2015-2017

- Oversaw English Language Arts department working with department chairs to review department goals and collaboration.
- Supervised student attendance utilizing contracts for students with attendance issues.
- Developed a tardy intervention program which reduced period tardies by 80%.

- Worked with the School Activities Director and Associated Student Body leadership to develop assemblies, dances, lunchtime activities, and oversaw on campus club activities.
- Supervised athletic events on campus and away football games.
- Provided discipline support for a portion of student alphabet.
- Held parent meetings regarding students in their senior year.
- Conducted student assemblies about school procedures and protocols.
- Directed English Learners Advisory Committee (ELAC) working with staff, parents, and community sharing school information, goals, district mandates, and seeking advise regarding.

Assistant Principal, Bloomington High School, CJUSD 2008-2015

- Oversaw the following departments: Science, Social Science, Visual & Performing Arts, and Physical Education.
- Managed the Attendance office and group meetings with students and parents to create contracts for improving attendance.
- Supervised the Athletic Director and all athletic programs.
- Worked with district Maintenance & Operations department to repair school infrastructure, as needed. Also worked with district grounds department to maintain athletic fields for student safety.
- Represented school with district facilities department and building contractor as two school buildings were constructed to expand classroom capacity.
- Served on committee to developed new football stadium and baseball fields.
- Supervised athletic contests, dances, other school events.
- Represented principal at League Principal-Athletic Director meetings and voted at California Interscholastic Federation league realignment meetings.
- Provided professional development opportunities for staff.
- Served on WASC accreditation committee for assessment & accountability.
- Coordinated teacher classroom changes in preparation of school construction project.
- Co-coordinated with San Bernardino County Sheriff a program to support students with maladaptive behaviors across the district.

Assistant Principal, Washington High School, CJUSD 2005-2008

- Supervised school's satellite site with six different educational programs K-12.
- Evaluated certificated and classified staff, both probationary and permanent.
- Provided discipline consequences for students.
- Implemented Boys Town intervention program for student behavioral support.

- Participated in Individualized Education Program meetings for students with disabilities.
- Initialized section 504 programs for student support.
- Served on WASC accreditation committee developing Action Plans/Goals for school improvement.
- Assisted in interviewing potential new employees.
- Wrote suspension notices and prepared paperwork for expulsion hearings for students.

Assistant Principal, Colton High School, CJUSD 2003-2005

- Supervised Activities and Athletic Directors in performing their responsibilities.
- Managed school site facilities and coordinated with district maintenance department.
- Oversaw custodians and evaluated their performances.
- Evaluated certificated staff, both probationary and permanent.
- Directed school policies for student attendance.
- Wrote suspension notices and prepared paperwork for expulsion hearings for students.
- Created new English Learner Advisory Committee with parents and community.
- Conducted graduation ceremonies at the end of the school year.
- Supervised athletic contests, dances, student assemblies, lunchtime activities.

Director of Activities, Colton High School, CJUSD 2001-2003

- Directed Associated Student Body (ASB) leadership students, helping them developed seasonal themes to coordinate a variety of activities for the general student population.
- Taught ASB student's leadership skills through active participation in developing activities and running student council.
- Supervised all student assemblies, dances, lunchtime activities, and fundraisers.
- Managed student leadership retreat, with students developing goals and creating committee's for school activity development.
- Managed ASB funds in conjunction with ASB business office.
- Made presentations to Board of Education regarding school activities.
- Created Academics-Attendance-Attitude (AAA) program to reward students for positive actions.
- Connected with City of Colton Chamber of Commerce to fundraise for AAA program.

Teacher of Spanish and Social Studies, Colton High School, CJUSD 1995-2001

- Classroom teacher crossing over from Spanish classes to Social Science classes.
- Coached five different sports during the teaching tenure.
- Used an interactive, hands on approach to teach students basic language skills.
- Participated on WASC accreditation committees.

EDUCATION

Brandman University **2020**
Doctorate of Education, Organizational Leadership

California State University, San Bernardino **2004**
Master of Arts, Educational Administration

Brigham Young University **1994**
Bachelor of Science, Social Studies in Education

CREDENTIALS

2006	Clear Administrative Services Certificate (Tier II), California
2004	Clear Single Subject Teaching Credential, California
2003	Preliminary Administrative Services Credential (Tier I), California
1993	Teaching Credential-Social Studies, Utah

LEADERSHIP ACTIVITIES

Chair/Facilitator, Classified Management Roundtable, 2016-2017

Chair, Grand Terrace High School Tardy Committee, 2016-2017

Site Coordinator, Coordinated Health Program, 2010-2013

Member, District Attendance Committee, 2010-2013

Summer School Principal, Bloomington Middle School, 2008; BHS 2014, 2015

Summer School Principal, Colton High School, 2004

Member, Educational Options Committee (Alternative Education), 2007-2008.

Co-Chair, Educational Options Committee (Attendance) , 2006-2007.

Facilitator - member, District Attendance Review Team, 2003-2013.

Member, CJUSD Job Fair, 2006-2007, 2018, 2020.

Member, Attendance & Substitute Committee Solutions, 2005.

Member, District & Site Action Walks, 2005-2007.

Member, Mock WASC visits Committee, 2006.

Member, High Priority Schools Grant Committee, 2006-2007.

Chair, District Discipline Hearings, 2007-2012

Member, District Strategic Planning Committee, 2007-2008.

Coordinator, STAR testing, Washington Alternative High School, 2005-2008.

Member, District Law Enforcement Education News Committee, 2005-2008

Coordinator, Academics-Attendance-Attitude Reward Program, Bloomington High School, 2009-2013

.

PROFESSIONAL ACTIVITIES

Presenter, ACSA Every Child Counts Symposium, February 2019

Presenter, Classified Management Training, "Crucial Conversations" 2018

Presenter, Student Leadership Summit, GTHS, 2016, 2018

Co-Coordinator, Site Testing, Colton High School, CJUSD, 2003-2006.

Co-Chair, WASC Committee, Action Plans, Washington Alternative High School, CJUSD, 2005.

Facilitator, Department Chair Meetings, Colton High School, CJUSD, 2003-2005.

Director/Conductor, Graduation, Colton High School, CJUSD, 2003-2005.

Member, English Language Learners Advisory Council, 2001-2011.

Evaluator, Certificated & Classified Employees, Colton High School, 2003-2005.

Evaluator, Certificated & Classified Employees, Washington Alternative High School, 2005-2007.

Evaluator, Certificated & Classified Employees, Bloomington High School, 2008-2013.

Evaluator, Certificated & Classified Employees, Grand Terrace High School, 2015-2017.

Member, Student Study Team, Washington Alt. High School/Bloomington High School, 2005-2013.

Community Liaison, Colton Chamber of Commerce, Colton High School, 2003-2005.

Member, School Site Council, Washington Alternative High School, 2005-2007.

Member, Parent Involvement Committee, Colton High School, 2000-2005.

Chair, Attendance Incentive Program, Colton High School-Washington Alt. High School, 2004-2005.

Coordinator, ADA Recovery Program, Bloomington High School, 2009-2013.

PROFESSIONAL TRAININGS/ADDITIONAL CERTIFICATIONS

2020	National Institute School Leadership Training
2018-2019	CISCO EIA Chief Innovation Officer Program
2017-2018	PBIS Training Program
2016	Master Schedule Training (Zangle)
2016	ELD Training
2016	"Q" Behavior Training
2011	Administrative Mentoring Program
2011	Explicit Direct Instruction Training (EDI)
2010	AB472 ELA Training, Grades 9-12
2008	Boys Town Social Skills Curriculum Training
2008	AB472 Mathematics Training, Grades 7-8
2008	SBCSS Discipline and Attendance Workshop

2006 Action Learning's Action Walk Training
2006 CJUSD Principal's Academy
2008 Operation Clean Sweep Citation Writer Training
2005 Safe Schools Training, Chaffey College.
2004 Pearson's Master Schedule Training Conference
2004 AVID Institute Training, Rancho Mirage, CA
2004 AB 75 Principal's Training
2004 Highpoint Training
2003 McDougal Littell Training
2003 CASBO Financial Training

PROFESSIONAL REFERENCES

⇒ Dr. Laurie L. Wellner
Dean, College of Education
United States University
Sandy Springs, GA
(909) 210-7183
Laurie.wellner@gmail.com

⇒ Dr. Tina Petersen
Assistant Superintendent, Educational Services
Colton Joint Unified School District
Colton, CA
(909) 239-9331
Tina_petersen@cjusd.net

⇒ Dr. Rebecca Wardlow
Dean (Retired), College of Education
United States University
Sandy Springs, GA
(858) 829-4711
Rebecca.Wardlow@usuniversity.edu

⇒ Dr. Kathleen Friedman

Program Director of Teacher Credentialing, College of Education

United States University

Sandy Springs, GA

(855) 313-0885

Kathleen.friedman@usuniversity.edu

Application Form

Profile

Tod
First Name

F
Middle Initial

Carlini
Last Name

Home Address

Suite or Apt

Gardnerville
City

NV
State

89460
Postal Code

Email Address

Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

29

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

NA

Tod F Carlini

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I served as the District Fire Chief for the East Fork Fire Protection District for 25 years and held numerous positions in emergency services over my entire 50 years in the fire service, 41 years as a career. During my tenure I also served as the Douglas County Emergency Manager for 16 years and prior to the termination of a contract for services between Douglas County and the District. I have directly managed or oversaw the management of every flood event in Douglas County since 1997 up to and including the 2023 flood event. I have extensive knowledge with respect to riverine, alluvial, and debris flow flood events in Douglas County. I had the privilege of being mentored by Mr. Gary Aiazzi and Mr. Andy Aldax on the Upper and Lower Allerman Drainage. I was able to spend time with Mr. Charlie Condron, also a recognized authority at the time on stormwater drainage in Douglas County. I have a solid background in governmental accounting and budgeting, including enterprise funding and special district funding. I have participated in several FEMA grant programs from “cradle to grave.” I have seen firsthand the impacts of stormwater flood events. The 2014 and 2015 East Valley alluvial flood events left a lasting impression. Over 52% of the homes and business impacted in 2014 were again impacted in 2015. The entire county road budget was exhausted in each of those years repairing public infrastructure. I have had to look area residents in the eye and try to explain why there was very little local, state, and federal agencies could do to assist them with personal property damages. While significant progress has been made in storm water management, a continued effort is necessary. Flood management is a difficult issue to address by hazard mitigation and zoning. I believe my decades of firsthand experience as a first responders, incident manager, and community leader provide a unique perspective. My perspective is further reinforced having been a property owner highly impacted by the 2018 flood event with Mott Creek leaving its banks and combined with the excessive rain that complicated that event. Not being able to immediately work to protect my own property due to my overall commitment to managing the event for Douglas County was a difficult situation and reinforces my own personal perspective.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

My entire career as the Chief Executive Fire Officer of the fire district and my time as Emergency Manager, required a very high level of collaboration and effectively being able to communicate and work with numerous stake holders, associations, the Douglas County Business Council, the building community and most importantly as it relates to flood management, the agricultural community of Douglas County. In 2017 I successfully brought all the major agricultural interests together along with the Washoe Tribe, to draft a blueprint for riverine flooding. The contribution of the agriculturalist of this county cannot be overlooked. My approach has always been to solicit and listen to all perspectives regardless of the issue and then to collaborate towards a decision or recommendation. My ability to listen and investigate all options was critical to my recognized success as a Fire Chief and Emergency Management professional. While successes were numerous, failure was also experienced. Failure develops leadership character. I have always treated challenge as opportunity.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I spent an entire career as the District Fire Chief and for 16 years as Douglas County Emergency Manager evaluating highly complex information necessary to reach recommendations or actions. Some of the most complex decisions regarded the incident management of several large wildland fire and flood events in Douglas County, including serving as the Incident Commander for the 24,000-acre Bison Fire in 2013. The management of such events by their nature require an ability to evaluate complex and ever-changing information. Technical, financial, and policy decisions are all involved in the management of disasters. A second example was my high-level involvement in the management of the COVID-19 Pandemic for Douglas County and within the Quad-County Region.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

(•) Yes ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Qualifications:

41 Years in Public Safety. Served as District Fire Chief for the East Fork Fire Protection District for 25 years. Served as Douglas County Emergency Manager for 16 years. 2006 Graduate of the National Fire Academy Executive Fire Officer Program. 29-year resident of Douglas County. Prepared and administered 25 fiscal year governmental budgets for the District without a single audit violation over that same period. Awarded the Cashman Good Governance Award by the Nevada Tax Payer's Association. Appointed to the first Nevada Homeland Security Commission by Governor Kenny Guinn in 2003. Applied for and received over $18,500,000 in Federal and State grants during my tenure in Douglas County. Served on the State Interstate Mutual Aid Committee. Founding member of the Wildland Fire Protection Plan Program. Was a former member of the State Resiliency Committee and a member of the State Emergency Response Subcommittee on Planning and Training. Was a nominee for the Andy Aldax Carson River Watershed Award which is an annual honor presented by the Carson Water Subconservancy District (CWSD) to recognize individuals and organizations who have dedicated 10 years or more to conserving and protecting the Carson River Watershed

Experience in Community Service:

My entire life has been about community service, starting as a volunteer firefighter and EMT in 1975. Worked for 41 years in fire/EMS/ and Emergency Management. Participated in numerous state and local committees, including the Homeland Security Commission, State Emergency Response Commission Planning and Training Committee, and chairman of the Local Emergency Planning Committee (LEPC) for 16 years in Douglas County. In 2023 I was named Citizen of The Year by the Elks Lodge of Douglas County. In 2020 I was awarded the Leaders and Legends Award by the Douglas County Business Council and the Health Care Legacy Award in 2012 by Carson Valley Medical Center Foundation.

Affiliation with Technical / Professional Societies:

Life Member of the Nevada Fire Chief's Association Life Member of Nevada State Firefighter's Association, Former member of Nevada Emergency Manager's Association, Former member of National Fire Protection Association (NFPA), Nevada Firefighter's Memorial Foundation (Founding Member), National Association of Executive Fire Officers, Founding and former member of the Norther Nevada Fire Chief Association, Former member of the Sierra Front Wildland Fire Cooperators, serving as Chairman in 2004.

Education Background and Degrees held, if any:

Graduation of the University of Utah (BA) National Fire Academy Executive Fire Officers Program (Master's Degree Equivalent) Numerous FEMA Program Completion Certifications in Emergency Management

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

None

Additional Comments:

With my preceding experience and background in mind, I feel I can provide a unique perspective to the discussion and recommendations that are necessary for Douglas County to attempt to establish and maintain a Storm Water Management Program. Being able to tailor a program that fits Douglas County and its constituents will require an extraordinary effort to develop a realistic approach. I do feel it is important to recognize and commend the efforts by county management and the BOCC in bring the matter forward and to now take steps to make the process more shareholder and publicly inclusive.

Attachments

Carlini_Bio_6232026.pdf

Upload a Resume

Review and Acknowledgement

ACKNOWLEDGEMENT AND RELEASE OF PUBLIC INFORMATION AND WAIVER OF NOTICE

The undersigned acknowledges that he or she has been selected as a candidate for a Douglas County advisory board. The undersigned further acknowledges that he or she is hereby advised and accepts that:
(1) Douglas County is a public entity and is subject to the Nevada Public Records Law (NRS Ch. 239) and the Nevada Open Meeting Law (NRS Ch. 241);
(2) Pursuant to Nevada Law, the name of the applicant, cover letter, resume, and any other information you have provided as a part of the application process will be released as part of public meeting agendas and supporting materials.

This information is a public record and will be available to the members of the public and the media throughout this process. A candidate may request redactions, in writing to the Douglas County Human Resources, as may be allowed under Nevada law, prior to the release of the information to the Board.

The undersigned hereby waives any and all rights to further notice of the above referenced public posting of information and any notice that may be required by the Nevada Public Records Law or Nevada's Open Meeting Law, and hereby consents to these actions.

I authorize the release and do not request redaction of any information.

○ Yes ◉ No

If you selected no please list what you would like to be redacted prior to public release:

Phone Number and email

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of "See Attached or See Resume" will deem the application incomplete.

e-signature

Tod F. Carlini

Tod F. Carlini
Biography

District Fire Chief (Retired)
East Fork Fire Protection District
June 22, 2026

As the District Fire Chief, I was responsible for the overall operation of the fire protection district, which continues to provide services to over 96% of Douglas County. This not only included the administrative duties associated with such a position but also as an incident commander on major incidents.



I graduated in 1981/82 from the of University of Utah with a Batchelor's Degree. I received my prehospital emergency medical training also in Utah at both Utah State University and the University of Utah.

I started my fire service career as a volunteer with the Yerington Volunteer Fire Department in 1975. After graduating from college, I worked two years in architecture, engineering, and urban planning. In 1984 I answered the call of my true passion and began my career in the fire service working my way through the ranks, serving in virtually every position up into the rank of Chief Fire Officer positions for over 35 of my 50 years in the fire service. I served as the District Fire Chief for the East Fork Fire Protection District for 25 years. I received my Fire Officer IV Certification in March of 2000, which is the highest level of certification recognized by the State of Nevada and the National Fire Protection Association. I am also a graduate of the National Fire Academy's Executive Fire Officer Program, which is the equivalent to a Master's Degree in Fire and EMS Administration and was certified as a Type III Incident Commander managing Douglas County's largest wildland fire, the Bison Fire (2013) for the first 36 hours.

During my time as District Chief, I was responsible for the development of 25 annual budgets. I take great pride in my public finance expertise and truly enjoyed budget development and administration.

I have also served as the Executive Secretary of the Nevada State Firefighters' Association for 13 years and was one of Nevada's representatives to the National Volunteer Fire Council. I served as the Chairman and a founding member of the Nevada State Firefighter Memorial and am a former member of the State Emergency Response Commission sub-committee on Planning and Training, a former member of the now State Resiliency Committee, and one of former Governor Kenny Guinn's appointed members of the very first Nevada Homeland Security Commission, created after the terrorist attacks on September 11, 2001.

Under my direction the East Fork Fire Protection District was recognized by the Nevada Tax Payer's Association by being nominated twice and receiving once, the Cashman Good Government Award for responsible management of public funds and tax dollars.

In 2012, I was honored to be awarded the Health Care Legacy Award by the Carson Valley Medical Center Foundation for my leadership and innovation in providing emergency medical services to the community and ushering in 12 lead EKG capability to diagnosis segment elevation myocardial infarctions (STEMI) or what to many is known as the *"widow maker"* of heart attacks. This innovation and technology reduced the time from the cardiac event to life saving intervention in the catheterization lab to 60 minutes in most cases. Dozen's of Douglas County residents and visitor's lives have been saved since the implementation. East Fork's Firefighter/Paramedics continue to have one of the highest cardiac arrest save rates per capita.

I served on the State of Nevada Interstate Mutual Aid Committee (IMAC) responsible for in-state movement and policy regarding all mutual aid resources and was a founding member of the Nevada Wildland Fire Protection Plan, which provides an opportunity for local government to pass on its financial liabilities for wildland fire suppression to the State of Nevada. Over time I was considered to be a leading authority in wildland fire cost sharing, negotiation, and cost apportionment with Federal agencies.

For 16 years I served as Douglas County Emergency Manager. The District used to provide the Federally mandated Emergency Management Services to Douglas County under a contract between the County and District. During my tenure, I directly managed or oversaw the management of every flood event in Douglas County since the Great 1997 Flood. I was one of the leading individuals in the COVID-19 Pandemic response in Douglas County and the State. Over my tenure, I was able to successfully secure over $18.5 million dollars in Federal Grant Funds for the District and Douglas County.

In 2023, the Tahoe Douglas Elks honored me with the Citizen of The Year for my unwavering commitment to fire prevention.

I have raised and owned 6 Dalmatians, the dog universally associated with the fire service profession, dating back to the 1870's when fire apparatus was pulled by horses.

I have been a member of numerous fire related associations and actively participated in both state and national associations for the betterment of all fire service personnel. During my tenure in Nevada's Fire Service, I participated with my peers in legislative lobbying activities with several sessions of the Nevada State Legislature.

Upon my retirement in February of 2025, I was considered to be Nevada's senior most tenured Fire Chief within the State of Nevada and one of the longest serving Fire Chiefs.

Application Form

Profile

Chad (First Name) | R (Middle Initial) | Cox (Last Name)

628 Thorobred Ave (Home Address) | (Suite or Apt)

Gardnerville (City) | NV (State) | 89410 (Postal Code)

ccox@trpa.gov (Email Address)

Business: (775) 589-5222 (Primary Phone) | Mobile: (775) 790-5402 (Alternate Phone)

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

22

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

None

Chad R Cox

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I am interested to serve on the stormwater task force. My goal is to help the task force balance business & resident considerations, connect working groups with Tahoe Regional Planning Agency staff, educate on existing Tahoe basin mitigation programs, and review fee proposal impacts. I bring both business and public service experience.

Question applies to Stormwater Task Force

Stakeholder Representation *

☑ Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

I am open minded, practice listening before I speak. I can learn from anyone, and often do. I have experience working across functions, cultures, and geographies. I have experience impacting employee and community satisfaction. I will apply that approach and expertise to this task force.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I routinely review financial information for a public agency, non-profits, and have historically prepared and reviewed corporate financials. As the TRPA CFAO, I had to quickly learn about the agency rules of procedure and amend them for annual filing fee updates. The rules didn't articulate the practice of following western states CPI for annual adjustment. I worked with legal staff and operations & governance committee members to update the rules of procedure to include actual fee update practice and safeguard the agency in a deflationary environment. The rule update was adopted by the governing board of directors and has been applied for the past two years.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Finance

Qualifications:

Proven ability as a business operating partner bringing extensive financial expertise to each role. Known for galvanizing teams to work through challenges and change.

Experience in Community Service:

Current TRPA Chief Financial and Administration Officer Douglas County Chamber of Commerce treasurer Lifepoint Church corporate board member and treasurer Past Business Council of Douglas County board member and treasurer Past Bently Nevada CFO TAMBA trail volunteer

Affiliation with Technical / Professional Societies:

Association of Public Treasurers of the United States and Canada member

Education Background and Degrees held, if any:

Bachelors in Finance Bachelors in Communications

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Chad_Robert_Cox_-_2026.pdf
Upload a Resume

Review and Acknowledgement

ACKNOWLEDGEMENT AND RELEASE OF PUBLIC INFORMATION AND WAIVER OF NOTICE

The undersigned acknowledges that he or she has been selected as a candidate for a Douglas County advisory board. The undersigned further acknowledges that he or she is hereby advised and accepts that:
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(2) Pursuant to Nevada Law, the name of the applicant, cover letter, resume, and any other information you have provided as a part of the application process will be released as part of public meeting agendas and supporting materials.

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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of "See Attached or See Resume" will deem the application incomplete.

e-signature

Chad Cox 6/24/26

Chad Robert Cox

Gardnerville, NV | 775.790.5402 | Chad.R.Cox@gmail.com | linkedin.com/in/chad-robert-cox

FINANCE LEADER | MERGERS & ACQUISITIONS | CFO | COO | DIRECTOR

Passionate and inclusive leader who genuinely cares about performance, culture, and organizational health. Skilled in connecting cross functionally and culturally driving employee and team satisfaction. Proven ability as a business operating partner bringing extensive financial expertise to each role. Known for galvanizing teams to work through challenges and change. Demonstrated achievements driving financial acumen and problem solving.

SKILLS

Executive Leadership | Operating Partner | Financial Analysis/Planning | Budgeting | Pricing | Strategic Planning
Enterprise Valuation | Integration & Disposition | Software/Accounting Systems
Manufacturing Productivity | Fulfillment & Working Capital Management | Grant Accounting | Fundraising

WORK EXPERIENCE

Tahoe Regional Planning Agency, Stateline, NV **March 2024 – Present**
Chief Financial and Administration Officer

Executive team member, leading finance and administration functions including compliance, reporting budgeting, forecasting, facilities management, and information technology. TRPA is a bi-state, non-profit, agency established by California and Nevada to manage growth, development, and environmental protection of Lake Tahoe.

- Reimagined monthly financials reporting package to include trending while reducing reporting cycle time.
- Changed scarcity mindset to a culture of capability and support while gaining agency and governing board trust.
- Implemented significant deferred facility maintenance projects and upgrades.

Baker Hughes Co, Minden, NV **February 2021 – August 2023**
Executive M&A Finance Leader

Worked on 3 significant deals: 1 disposition, 1 acquisition, and 1 shelved for future consideration.

- Nexus Controls disposition closed on 4/3/23 served as the business development finance and separation leader.
  - Supported due diligence and deal modeling over 3 years with multiple valuations, negotiations, and purchase agreement amendments resulting in successful asset purchase agreement signed 7/2022.
  - Developed and executed separation work plan to mitigate risk of long lead time transaction and systems complexity where system clone was required to carve out dispositioned financials and underran budget.
  - Led post-close activities ensuring processes were established to finalize transaction including transition service agreements, misdirected funds, stranded costs reduction, and working capital adjustment.
- Acquired ARMS Reliability on 4/1/21 served as business development finance & integration leader post close.
  - Completed deal modeling, due diligence, and sign to close resulting in the acquisition of ARMS Reliability.
  - Established integration guiding principles, recruited integration team, developed project plan driving integration actions across growth and foundational workstreams.

Baker Hughes Co, Minden, NV **May 2016 – February 2021**
Bently Nevada & Nexus Controls CFO

Served as the CFO for two business units. Bently Nevada is the leader in production asset condition monitoring. Nexus Controls offers industrial machinery controls as well as cyber security solutions.

- Delivered $1.0B sales / $0.3B op profit annually.
- Expanded Bently Nevada CFO responsibilities to include Nexus Controls business unit leading 14 direct reports.
- Functioned as site leader through pandemic leading all-hands meetings, site emergency preparedness, facility tours and public relations collaborating with state of Nevada to ensure site was essential to continue manufacturing.
- Made $50M minority stake in Meridium as Bently CFO and sold for $78M gain.
- Headed Baker Hughes separation effort to enable 4 year exclusivity to sell Controls equipment.
- Restructured, renamed, and reestablished strategy for Controls business for post separation.
- Introduced 2 new Bently technologies to the market in 2019.

GE Oil & Gas, Minden, NV **January 2012 – May 2016**
Bently Nevada, CFO
Delivered of $0.6B sales / $0.2B op profit annually. Managed financial planning and analysis including annual operating plan, quarterly forecasts, results / variance analysis, and annual long-term strategic planning. Aligned capital & resource allocations specific to plant and equipment expenditures, new product introductions, business development and restructuring. Maintained full controllership & balance sheet ownership. Directed 10 direct reports including product finance managers, FP&A, & supply chain finance functions.

- Developed customer segmentation measurement based on buying behavior vs customer size.
- Implemented regional operating reviews across 8 regions to sharpen forecast accuracy and regional ownership driving monthly cross functional productivity rhythm enabling $9.6 of VCP annually.
- Developed econometrics model to link macro-economic indicators with business performance driving investment in customer application center (grand opening was in May ’12) which enabled high-tech product demonstrations as well as training for employees and customers.
- Invested in a state-of-the-art printed circuit board prototyping center at Minden facility. Promoted to executive Bently Nevada & Nexus Controls CFO.

ADDITIONAL RELEVANT EXPERIENCE

GE Energy, Minden, NV
Supply Chain Senior Finance Manager, Supply Chain VP operating partner
Global Services Senior Finance Manager, Services VP operating partner
Supply Chain Senior Finance Manager
Technology Finance Analyst, Technology GM operating partner
FP&A Analyst
GE Energy, Salem VA, Washington DC, Minden, NV
Financial Management Program | Completed 4 six-month finance experiences in 3 GE locations.
GE Industrial Systems, Plainville CT
Tax Intern

EDUCATION

Michigan State University, East Lansing, Michigan
Bachelor of Arts, BA – Finance, Eli Broad College of Business
Bachelor of Arts, BA – Telecommunications, College of Communications, Honors College

CERTIFICATION

Greenbelt Certification, GE Energy, Minden NV
Six Sigma DMAIC
Experienced Finance Leadership Program (EFLP)
Business Government & International Economy (BGIE), Harvard Business School
Management Development Course (MDC)

ACTIVITIES AND AFFILIATIONS

Carson Valley Chamber of Commerce board member; Treasurer	January 2019 – Present
Lifepoint Church, Minden Nevada, board member; Treasurer	2017 – Present
Douglas County Business Council board member & past president 2016 - 2018	2012 – 2023
Grace Christian Academy, Minden NV, board member; Treasurer	2015 – 2018

Application Form

Profile

Brian
First Name

Middle Initial

Dempsey
Last Name

1434 Kimmerling Rd Apt. A
Home Address

PO Box 6072 Gardnerville, NV 89460
Suite or Apt

Gardnerville
City

NV
State

89460
Postal Code

bdemps44@gmail.com
Email Address

Home: (775) 450-4985
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

29

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

1512 US Hwy 395 Suite 3-I Gardnerville, NV 89460. I do not own this property, I just lease an office space at this location.

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

This topic has become a major issue for the people of Douglas County. I want to be able to provide the most factual information to them. This is also a big monetary issue. I want to make sure that the county commissioners have the best information available so they can make an informed decision that could affect everyone in the county.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Business/Commercial/Industrial Property Owners

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

I have spent the majority of my career managing over 100 people. I understand that not everyone will be happy with the decisions that I make, including myself. It is important to me to look at every perspective and come to an agreement that works best for everyone.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I used to run a multi-million dollar business. I had to constantly review technical and financial information. I also had to refer to the company's policies to make hard decisions. Currently, I am a private fund manager. That requires me to do technical and financial analysis of businesses and make the best decisions for the fund.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Founder/Fund Manager

Qualifications:

Organization, leadership, financial services, problem-solving, time management, delegation, people skills, and conflict resolution.

Experience in Community Service:

I currently sit on the Board of Equalization and the Airport Advisory Committee. Previous Alta Alpina Cycling Club Board Member. Volunteer at school events.

Affiliation with Technical / Professional Societies:

N/A

Education Background and Degrees held, if any:

Western Nevada College South Tahoe High School Series 7 License Series 63 License Series 66 License

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

I am not a property owner, so I will not be directly impacted by the decision made. I feel this lets me look at this issue non-biased.

Additional Comments:

Attachments

Upload a Resume

Review and Acknowledgement

ACKNOWLEDGEMENT AND RELEASE OF PUBLIC INFORMATION AND WAIVER OF NOTICE

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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of "See Attached or See Resume" will deem the application incomplete.

e-signature

Brian Dempsey 07/02/2026

Application Form

Profile

Kirk
First Name

Middle Initial

Doering
Last Name

816 Kingsland Court
Home Address

Suite or Apt

Gardnerville
City

NV
State

89460
Postal Code

skilift4k@gmail.com
Email Address

Home: (775) 781-6656
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

43

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

NA

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

After reviewing the last storm water tax proposal, it's clear that more average Douglas County residents need to be involved. I have been in the area and experienced every minor and major flood sense the winter of 1978 -1979. I have seen the Valley grow and witnessed the placement of many homes into high risk areas, risk for flood & fire. There needs to be a mix of Engineering and input from residents to come up with a fair and balanced solution.

Question applies to Stormwater Task Force

Stakeholder Representation *

☑ Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

I currently sit on a non profit Board with 11 members. I understand how to work with people with different perspectives.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I was in Ski Area management for many years. I currently sit on a non profit Board. We deal with those types of items on a smaller scale.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Retired

Qualifications:

I am a real outdoors person. I have hiked, rode on and travel thru all the floodprone areas around Douglas County. Hot Springs Mountain, Pine Nuts and Carson Range foothills. I have been to all the sites where flooding has occoured. It's very easy to see where erosion has occoured and will in the future. This committe needs more input from long time Douglas County residents. I have also experianced and delt with flooding while working at Kirkwood from both thunder storms and winter atmosperic river events.

Experience in Community Service:

NA

Affiliation with Technical / Professional Societies:

NA

Education Background and Degrees held, if any:

NA

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

If you don't choose me PLEASE get some average Douglas County Residents on this task force. If this tax gets approved it needs to be fair for all. The last proposal was not.

Attachments

Upload a Resume

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Kirk Doering

I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

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e-signature

Kirk Doering 06/22/2026

Application Form

Profile

Jason
First Name

Middle Initial

Drew
Last Name

1679 Zapotec Drive
Home Address

Suite or Apt

South Lake Tahoe
City

CA
State

89449
Postal Code

jdrew@ncenet.com
Email Address

Business: (775) 588-2505
Primary Phone

Mobile: (530) 318-4352
Alternate Phone

Do you reside in Douglas County? *

☑ No

If yes, for how many years?

0

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

224 Kingsbury Grade, Suite 203 Stateline, NV 89449

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

As both a business owner in Douglas County and representative of the Stateline Stormwater Association I have a vested interest in the work and outcomes associated with the Stormwater Utility Task Force. In addition, my education in environmental science and engineering, along with my professional work in water resources allow me to understand the technical, political, and financial elements of a stormwater utility.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Business/Commercial/Industrial Property Owners

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

Listen first, talk second. Through my job and as part of my volunteer experience (participating on boards, work groups, and committees) for a variety of professional, community, and business organizations I have had the opportunity to work with wide variety of stakeholders whose opinions and perspectives align and vary greatly from my own. I allow the principle of "being able to disagree without being disagreeable" guide my interactions.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

This is a part of my work almost daily as a consulting professional in the science and engineering field. In addition, I have this situation occur regularly as a member of the Advisory Planning Commission for the Tahoe Regional Planning Agency, as one of the local jurisdiction representatives. A recent example includes reviewing, analyzing staff recommendations, and providing input and a decision related to stealthing requirements for telecommunications facilities and height amendments for redevelopment projects in scenic corridors.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

(•) Yes ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Consulting Scientist/Engineer

Qualifications:

Certified Professional in Erosion and Sediment Control Certified Professional in Stormwater Quality Qualified SWPPP Developer/Practitioner Certified Wetland Delineator 30 years of experience working in the water resource field, including the last 26 in the Tahoe Basin and Douglas County

Experience in Community Service:

City of South Lake Tahoe Planning Commission Tahoe Regional Planning Agency Advisory Planning Commission Tahoe Regional Planning Agency Regional Plan Update Committee Tahoe Chamber Board of Directors Tahoe Chamber Government Affairs Committee

Affiliation with Technical / Professional Societies:

American Public Works Associate American Water Resource Association California Stormwater Quality Association California Society for Ecological Restoration International Erosion Control Association

Education Background and Degrees held, if any:

Bachelor of Science Human Health Master's of Science in Environmental Science

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

2026_Jason_Drew_Tech_Resume_DC_Committee.pdf
Upload a Resume

Review and Acknowledgement

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◉ Yes ○ No

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e-signature

Jason Drew

Jason Drew, CPESC, CPSWQ, QSD/P

Principal



Education
MS, Environmental Science, Washington State University, 2001
BS, Health Sciences, University of Wisconsin, Stevens Point, 1998
Certificate in Public Management, University of Nevada, Reno, 2005

Registrations and Certifications
Certified Professional in Erosion and Sediment Control (CPESC), #3755
Certified Professional in Storm Water Quality (CPSWQ), #0917
Qualified SWPPP Developer/Qualified SWPPP Practitioner (QSD/QSP), CA #00639
Certified Wetland Delineator

Affiliations
California Stormwater Quality Association
International Erosion Control Association
California Society for Ecological Restoration
American Public Works Association
American Water Resources Association

Total Years of Experience
30 years

While spending two summers after undergraduate school, working as an outdoor guide in Wyoming, Jason Drew had a realization; that his passion for the outdoors could translate into a fulfilling career. Inspired by professionals he met in hydrology, environmental engineering, and restoration ecology, he decided to pursue a future in environmental science and engineering.

Since joining NCE, Jason has successfully delivered a variety of projects, from large-scale engineering and restoration projects to stormwater master plans and multi-habitat resource assessments. As the lead for NCE's Environmental Practice and Water Resources Practice, Jason has prepared technical studies, engineering designs, storm drain master plans, California Environmental Quality Act and National Environmental Policy Act environmental documents, and obtained permits from federal, state, and local agencies for a variety of resource and infrastructure projects. Having worked in the government, non-profit, and private sectors, Jason brings a unique perspective to his clients and projects.

A natural problem solver, Jason enjoys "figuring out complex issues and putting improvements on the ground." In addition to his technical expertise, his strengths include his ability to understand the overall vision of a project, while staying organized and following through. His clients appreciate his ability to anticipate and address potential issues and the sense of ownership he takes with each project.

Representative Projects

Drainage and Flood Control

5-Mile Basin Emergency Flood Control Project

Butte County, CA

Principal. Jason was lead for environmental tasks and technical support for hydrology and design. NCE diagnosed, designed, permitted, and oversaw construction for an emergency flood risk reduction project at the 5-Mile Basin facility following the 2024 Park Fire that intensively burned large portions of the contributing watershed, elevating flood risk for the City of Chico. In February 2025, a 10,500 cubic feet per second (cfs) peak flow came within about 1.5 feet of overtopping the facility designed to contain over 20,000 cfs. NCE delivered a solution on an extremely aggressive timeline to address risks before the next winter season under intensive public and political scrutiny. NCE further saved the client millions by identifying a more effective flood reduction strategy than originally envisioned, in a dynamic and complex facility.

Kennefick Road Flood Control

San Joaquin County, CA

Principal. This section of Kennefick Road in rural San Joaquin County was heavily damaged by flooding in 2017. NCE completed planning, design, and environmental compliance for the Project with funding provided by the Federal Emergency Management Agency. The design included a permanent road and culvert repair with an updated hydrological design to prevent any future road damage from flooding. The culvert repair consists of three reinforced concrete box culverts installed at the reconstructed roadway, consisting of six modular sections, a cutoff wall, headwalls at both ends, and four wingwalls. The culverts will be placed at the streambed depth of the watercourse with minimal impact on the water surface elevation level at the design storm event. In support of environmental compliance, NCE conducted

biological and archeological field studies, developed technical studies, and coordinated communication with regulatory agencies including the U.S. Army Corps of Engineers, the California Department of Fish & Wildlife, and the Central Valley Regional Water Quality Control Board. Permit applications were prepared and submitted for Section 404 of the Clean Water Act, 401 Water Quality Certification, and Section 1600 Streambed Alternation Agreement.

Stormwater Master Plan

City of San Pablo, CA

Project Manager. Jason was responsible for coordinating the technical team and communicating with the City. Technical responsibilities included overseeing the field data collection, hydrologic and hydraulic modeling, development of the Capital Improvement Program, and preparation of the Storm Drain Master Plan. The City of San Pablo was faced with numerous drainage, flooding, and stormwater compliance challenges. The storm drains infrastructure frequently exceeded capacity, property near creeks often flooded, and ponding occurred throughout San Pablo. Solutions involving green infrastructure and trash compliance were priorities. San Pablo lacked storm drain data, system modeling, and compliance understanding necessary to overcome these challenges. NCE created a storm drain geodatabase, collected detailed spatial and attribute data on more than 2,000 assets, and prepared detailed hydraulic capacity analysis and inundation maps to identify areas prone to flooding and hazard mitigation areas within the City. The results of the data collection and modeling were used to prepare the Stormwater Master Plan which presented CIP recommendations for system improvements and trash compliance. A unique aspect of the project was modeling and assessing the impact of three flooding conditions. By integrating models of the creek (HEC-RAS) and storm drain system models (XPSTORM), NCE was able to identify causes of flooding and make CIP recommendations that best fit and were most cost-effective for each location.

Drainage Master Plan

City of Bishop, CA

Project Manager. The City of Bishop decided to prioritize stormwater and drainage planning within their jurisdiction but faced an enormous challenge as the City had no established drainage standards, no information on the existing system capacity, limited geospatial data, and lacked any formal grading or stormwater program. As a result, NCE prepared a Drainage Master Plan that included documentation of drainage and stormwater regulations pertinent to the City, reasonable city-specific drainage design standards, a complete and accurate storm drain geodatabase, full capacity analysis of the existing system, and capital improvement project recommendations. NCE's work included upgrading the City's storm drain Geographic Information System tool and geodatabase, confirming the accuracy and completeness of existing data, collecting new data, and mapping of the full system. NCE also completed a full hydraulic capacity analysis to identify areas prone to flooding and hazard mitigation areas.

Storm Drain Master Plan Update

Town of Los Gatos, CA

Principal. Jason functioned as a technical advisor and performed quality control of project deliverables. The Town of Los Gatos is a historic and highly desirable community in the heart of Silicon Valley with an old storm drain network that has a variety of drainage and maintenance issues. To address these issues, the Town needed to create a complete and accurate storm drain geodatabase, model the storm drain system, identify system capacity and condition issues, prioritize recommendations for modernizing the system, and identify maintenance solutions for trouble spots. NCE was able to work with the Town to identify 13 priority areas with known drainage, flooding, or maintenance issues to focus on and most cost-effectively use the limited available resources. A project development plan and geodatabase were created to document how and what data would be collected, where the data would be stored, how the data and storm drain system would be analyzed, and how results would be presented to the Town. This was followed by a rapid data collection effort to inventory spatial and attribute data for drainage system assets in the priority areas. NCE then completed a hydrologic and hydraulic analysis to characterize drainage deficiencies and to identify recommended improvements and CIP projects. The results of the study were documented in a Storm Drain Master Plan Update. As part of the CIP recommendations, NCE prepared life cycle cost estimates to establish a 50-year capital replacement program, trash capture device analysis, recommendations for future data collection efforts, suggested changes for the Town's drainage-related ordinances, an Operations & Maintenance strategy for storm drain facilities, and guidance on funding mechanisms for financing the proposed CIP projects.

Stormwater Operations & Maintenance Program

Town of Moraga, CA

Principal. Jason provided oversight and technical guidance for the data collection effort and plan development. The Town of Moraga needed to establish a stormwater O&M program to proactively address flooding, drainage, and storm drain system issues. As part of the project, NCE guided the Town through the development of a comprehensive, but very practical stormwater O&M plan and program. This included developing and answering key management questions, completing a storm drain asset inventory, conducting analysis and forecasting, and establishing the procedures and equipment for work program actions, such as inspections and system cleaning. The storm drain asset inventory involved collecting high-resolution (sub-foot horizontal and vertical) spatial and attribute data for more than 3,000 storm drain assets (e.g., catch basins, manholes, culverts, pipes, and ditches). Data collection occurred over five weeks and included three data collection teams, consisting of two technicians per team. The most significant project challenge was accommodating an accelerated schedule to implement the asset inventory and overall O&M program development. Given NCE's experience implementing storm drain mapping projects and our knowledge and expertise working with municipalities throughout California on pavement management programs, NCE was able to quickly identify a team, partner with the Town's summer interns, and train the field crews to effectively collect accurate storm drain spatial and attribute information.

Zone 5 Stormwater Operations & Maintenance Program, Funding & Finance Plan

Santa Cruz County and the City of Capitola, CA

Principal. NCE developed and formalized a storm drain operations and maintenance program and prepared a funding and finance plan as part of the Zone 5 Storm Drainage Facilities Master Plan. The development of the operations and maintenance plan included identifying and answering key management questions, reviewing current maintenance practices and activities, conducting field reviews with maintenance staff, defining operations and maintenance criteria, documenting standard operating procedures, and conducting analysis and forecasting. For the funding and finance plan, NCE's work included defining the program to be funded, conducting a detailed financial analysis to determine needed revenue, presenting revenue options and rate scenarios, and finally developing a strategic plan to identify specific action steps to secure funding.

Stormwater and Green Infrastructure

Stormwater Program Support

El Dorado County, CA

Project Manager. El Dorado County implements a comprehensive and diverse Stormwater Program to meet local priorities and regulatory requirements. The County is covered by a National Pollutant Discharge Elimination System Phase 1 Permit in the Lake Tahoe Basin (eastern County) and a National Pollutant Discharge Elimination System Phase 2 Permit on the West Slope (west County). Complying with two permits overseen by two different Regional Water Quality Control Boards has presented numerous challenges and NCE has partnered and supported the County on a variety of projects to overcome these challenges. Our work has included developing Storm Water Management Plans, conducting water quality sampling and analysis, performing financial analysis, assisting with regulatory negotiations, developing compliance strategies for the Statewide Trash Provisions, and supporting program implementation. NCE has focused on developing a strong relationship with County staff, understanding program needs, making practical and cost-effective recommendations, and adapting to a variety of support roles.

Clean Water Program Support

City of Alameda, CA

Project Manager. The City of Alameda is a Phase I MS4 permittee under the Bay Area Municipal Regional Permit. The City's Clean Water Program is currently administered by a small staff who is responsible for managing the program and all Municipal Regional Permit requirements. NCE has been the City's on-call stormwater consultant since 2015 working on a variety of stormwater planning, compliance, and reporting priorities including assisting the City to comply with Municipal Regional Permit Sections C.10 trash capture and C.3 green infrastructure planning. Our work has included annual reporting, geospatial technical support, engaging with the Alameda Countywide Clean Water Program, planning and siting trash capture devices, and developing the City's Green Infrastructure Framework and Green Infrastructure Plan to address post-construction and Total Maximum Daily Load requirements. NCE's work has increased collaboration among staff, led to cost savings within the capital and maintenance funds, and created a proactive Municipal Regional Permit compliance strategy for the City. Stormwater Program Support

Stormwater Program Support

City of Folsom, CA

Project Manager. NCE has partnered with the City of Folsom to support a variety of stormwater program elements. The City is covered by a National Pollutant Discharge Elimination System Phase 1 Permit, participates as an active member of the Sacramento Stormwater Partnership, and is subject to the Statewide Trash Provisions. Therefore, NCE's work has included representing the City at Sacramento Stormwater Partnership general and committee meetings, communicating with the Regional Water Quality Control Board, and ensuring compliance with National Pollutant Discharge Elimination System permit and Statewide Trash Provision requirements. In addition, our team has provided support with annual reporting, field inspections, and regulatory negotiations. NCE's approach to supporting the City's stormwater program is focused on proactively staying in front of regulatory requirements, understanding community needs, and appreciating financial and staffing constraints, to provide practical and cost-effective recommendations and technical support.

Stormwater Program Support

City of Yreka, CA

Project Manager. Yreka is rural, a small city with a population of less than 10,000 and limited resources to apply to its stormwater program. Due to sensitive receiving water bodies, including the Shasta River, the City is subject to the California National Pollutant Discharge Elimination System Small MS4 Phase 2 Permit and its numerous requirements. NCE has partnered with the City as their on-call stormwater consultant since 2017 to support program development and Permit compliance. Our work started with a program audit to determine which Permit elements the City has successfully implemented, what gaps still exist, and how best to prepare for the next iteration of the Phase 2 Permit. Ongoing and future support work includes inspections (construction site, illicit discharge, etc.), monitoring, sampling, reporting, and coordination with the Regional Water Quality Control Board. Our approach to supporting the City is focused on understanding the constraints and needs of a small community, making practical and cost-effective recommendations, and providing a variety of technical support when needed.

Statewide Trash Provision Compliance

City of Folsom, CA

Project Manager. NCE assisted the City in developing a comprehensive and cost-effective trash compliance approach. Our work included conducting a Priority Land Use Geographic Information System assessment, performing field verification, and completing baseline trash generation level assessments. Our work informed the City's selection of Track 2 for compliance and NCE subsequently developed a practical and effective Track 2 Implementation Plan. NCE is now assisting the City with managing and implementing its Plan. The most challenging aspect of this task was developing a quantitative means of comparing the required financial investment, staffing needs, and regulatory uncertainty between Track 1 and Track 2. Our team overcame this challenge by developing a straightforward comparison tool backed by detailed assumptions that were easily understood by technical staff, management, and elected officials. The tool allowed the City to fully understand the investment and risk associated with each Track and select the Track that most cost-effectively met the City's needs and ensured compliance with the Statewide Trash Provisions.

Statewide Trash Provision Compliance

City of Yreka, CA

Project Manager. NCE worked closely with the City to evaluate compliance options for the Statewide Trash Provisions. NCE conducted the Priority Land Use Geographic Information System assessment, performed field verification, and completed baseline trash generation level assessments. Based on this data the City determined that Track 1 was the preferred approach for compliance. NCE then performed a detailed Geographic Information System analysis, field investigation, and initial drainage evaluation to select strategic locations for full trash capture devices. A detailed cost estimate for implementation of Track 1 was also developed to assist the City with budgeting and long-term financial planning.

Statewide Trash Provision Compliance

El Dorado County, CA

Project Manager. The County required support to evaluate and develop compliance strategies for the Statewide Trash Provisions. NCE completed the Priority Land Use Geographic Information System assessment, field verification, and baseline trash generation level assessments for the County. NCE utilized this information to perform a preliminary cost-benefit analysis of Track 1 and Track 2. Our work informed the County's selection of Track 2 for compliance and NCE subsequently developed a practical and effective Track 2 Implementation Plan. NCE is now assisting the County with managing and implementing their Plan including the development of a detailed 10-year implementation cost estimate.

Tahoe Basin Stormwater Management Plan

El Dorado County, CA

Project Manager. Working with multiple agencies and stakeholders, NCE developed a Stormwater Management Plan to meet requirements for a Phase 1 Municipal National Pollutant Discharge Elimination System permit. By consolidating a variety of programs, documents, and procedures, NCE created a comprehensive, user-friendly plan addressing the County's needs and resources. In addition, NCE developed a scope and schedule to meet accelerated clients, partners, and regulatory timelines.

Stormwater Management Plan

City of South Lake Tahoe, CA

Project Manager. The City of South Lake Tahoe is regulated by a National Pollutant Discharge Elimination System Phase I Municipal Separate Storm Sewer System Permit. Due to the sensitivity of Lake Tahoe, the receiving water body for runoff from the City, the Permit includes implementation of the Lake Tahoe Total Maximum Daily Load and the Environmental Improvement Program in addition to traditional MS4 permit components. Under the Permit, the City was required to update and improve its Stormwater Management Plan (SWMP) to clearly identify the various programs and activities undertaken by the City. NCE provided the City with a fully revamped SWMP which was comprehensive but more concise, reader-friendly, and functional than previous iterations. NCE focused on developing a tool for the City rather than a document. NCE ensured the SWMP was readily accessible to a wide range of users by minimizing text and emphasizing required compliance measures, integration of the Total Maximum Daily Load and Environmental Improvement Program, responsible party, and due dates in a Control Measure Table. The Control Measure Table is an interactive tool that can be shared in print or digital form with office or field staff. This format is more attractive and engaging with all users.

Tahoe Sierra Stormwater Resource Plan

Tahoe Resource Conservation District, CA

Project Manager. NCE prepared a Stormwater Resource Plan covering the Tahoe Sierra Region for the Tahoe Resource Conservation District. The primary goal of the Stormwater Resource Plan is to identify, evaluate, and prioritize multiple benefit projects in the region. NCE's work included extensive geospatial analysis and mapping, delineating water resources, analyzing watershed process data, and identifying multiple benefit projects. NCE supported the development of evaluation criteria and metrics, and the project prioritization process to document multiple benefit projects. NCE also facilitated public workshops, coordinated Technical Advisory Committee meetings, and prepared content for website and social media posts.

Clean Storm Drain Fee Initiative

City of Berkeley, CA

Project Manager. The City of Berkeley needed to identify a dedicated and sustainable funding mechanism to support its Clean Water Program. NCE, as part of an integrated team, assisted the City with evaluating options and executing a successful ballot initiative. The project included formally defining the City's Clean Water Program, assessing the annual and long-term financial needs, strategically engaging stakeholders, and the community, conducting public opinion surveys to ascertain the community's priorities, and executing a Proposition 218 compliant ballot initiative. NCE was involved in many aspects of the project and was specifically tasked with leading the political strategy and community engagement tasks. Mr. Drew was NCE's Project Manager and led the development of the political strategy and community engagement process.

Water Quality & Flood Protection Fee Initiative

City of Alameda, CA

Project Manager. Alameda is a progressive community that values quality of life, clean water, and clean beaches. The City's Clean Water Program is focused on protecting these values but needs a sustainable and dedicated funding source. NCE, as part of an integrated team, assisted the City with evaluating options and then executing a Proposition 218-compliant property-related fee to augment existing revenue. The Project included defining the Program, completing a financial analysis, preparing an engineering Rate Study, developing a political strategy, conducting community polling, executing strategic community engagement, and facilitating a ballot measure. Mr. Drew was the lead in developing the political strategy and community engagement process and supported the development of the Rate Study.

Stormwater Low Impact Development Manual

City of Reno, NV

Associate Scientist. The Truckee Meadows Stormwater Permit Coordinating Committee is responsible for compliance with the National Pollutant Discharge Elimination System MS4 permit in the Reno-Sparks area. To address the impacts of urbanization on receiving waters the Committee members respectively adopted Structural Controls Ordinances. As a result, all new development and significant redevelopment projects in the Truckee Meadows will be required to incorporate post-construction best management practices to treat stormwater onsite. As a result, an update of the 2007 Structural Controls and Low Impact Development Manuals was necessary. NCE supported the committee by reviewing and updating technical guidance and consolidating the manuals into one user-friendly document. As part of our work, NCE conducted a technical review of applicable best management practices and upgraded the Standard Design Guidance Worksheets that accompany the manuals.

Middle Truckee River Monitoring Plan and National Pollutant Discharge Elimination System Permit Compliance

Placer County and the Town of Truckee, CA

Project Manager. NCE was part of a team that developed a comprehensive monitoring plan for the Truckee River Hydrologic Unit. The plan was required by a National Pollutant Discharge Elimination System permit, orders from the Lahontan Regional Water Quality Control Board, and the Martis Valley Community Plan. In addition to helping Placer County and the Town of Truckee with cost-effective regulatory compliance, the plan helps them assess their surface water quality and determine the effectiveness of their stormwater management programs.

Green Infrastructure Planning

City of Orinda, CA

Project Manager. Jason was responsible for overseeing the development of the City's Green Infrastructure Plan, coordinating the technical team, and facilitating communication with City staff. The City of Orinda is a permittee under the Bay Area Region Municipal Regional Stormwater NPDES Permit (MRP). NCE assisted the City with meeting the requirements of MRP Provision C.3.j, Green Infrastructure Planning and Implementation. NCE developed the City's Green Infrastructure Framework, which outlines the tasks, schedule, and budget necessary for the City to develop and implement a Green Infrastructure Plan. Following the Green Infrastructure Framework, NCE developed the City's Green Infrastructure Plan. A key component of the plan is a description of the process for identifying potentially feasible projects and the identification of actual green infrastructure projects. The City's Green Infrastructure Plan identifies public and private projects and the associated impervious areas that will be treated with green infrastructure by the benchmark years 2020, 2030, and 2040. Most of the City's identified green infrastructure projects are road right-of-way projects. The Green Infrastructure Plan summarizes City policies and planning documents related to green infrastructure, as well as potential project funding sources. It includes general green infrastructure design guidelines and references, for example, standard details and specifications of green infrastructure features, such as roadside bioretention, one of the key green infrastructure applications.

Green Infrastructure Planning

City of Pittsburg, CA

NCE Developed the City's Green Infrastructure (GI) Plan to comply with the C.3 requirements of the MRP. Our team prepared a comprehensive outline, followed by a Draft and Final GI Plan. To support the GI Plan's development NCE identified and mapped potential GI projects, conducted a load reduction analysis, and developed prioritization criteria for evaluating various GI Projects and implementation scenarios. This allowed NCE to provide the City with a prioritized implementation strategy within the GI Plan to meet the timeframe targets outlined in the MRP. Technical work included assisting the City with determining how BASMAA's GI sizing criteria integrated with the local planning and design guidelines and standards. In addition, a planning review to determine how local ordinances, policies, and general plan goals would support or hinder GI implementation was also conducted. The results of the review were summarized for Management and included recommendations for potential updates to support GI Plan implementation. Lastly, funding options to support GI implementation were identified, prioritized and presented as part of the Final GI Plan.

River and Wetland Restoration

Spooner Meadow and North Canyon Creek Restoration Project

Nevada Division of State Lands, Lake Tahoe Nevada State Park, NV

Project Manager. The North Canyon Creek watershed is located within Lake Tahoe Nevada State Park on the east shore of Lake Tahoe. The Nevada Division of State Lands and Nevada State Parks implemented a restoration and erosion control project to stabilize and aggrade the channel, improve geomorphic function, raise groundwater levels in the meadow, and enhance riparian habitat. The project also addressed erosion control and drainage best management practices on the backcountry maintenance road, equestrian trails, and footpaths adjacent to the creek and meadow. NCE was responsible for confirming existing conditions, assessing geomorphic conditions, and identifying and designing restoration solutions. NCE also completed final plans, specifications, and estimates including an erosion and sediment control plan. Our Team supported the State through the bidding process and provided engineering support during construction. Our regulatory permitting specialists coordinated regulatory compliance and obtained permits for the project.

Sleepy Hollow Detention Basin Retrofit & Habitat Improvement Project

City of Elk Grove, CA

Project Manager. Jason was the Project Manager and main point of contact for the City. His technical involvement included supporting the design of upland and wetland habitat features, low-flow channels, and revegetation specifications. The Sleepy Hollow Detention Basin was constructed to minimize flooding in neighborhoods along Lower Toad Creek. The City obtained grant funding to transform it into a basin that would not only control flooding, but also provide benefits through water treatment, groundwater recharge, and habitat creation. NCE performed a field investigation to evaluate and document geology, soils, hydrology, and habitat. Through a detailed hydraulic model, NCE provided design alternatives and improvements and then worked with City staff to select the options that best achieved the project's goals and minimized maintenance. NCE then generated plans, specifications, and cost estimates and worked with the City to prepare final construction bid documents. Design elements included native revegetation plans, groundwater recharge facilities, habitat mounds, and low-flow stream channels. NCE's scope also included public outreach through facilitating meetings, preparing property owner mailers, and creating message points.

Edgewood Tahoe Resort Stream & Wetland Restoration

Edgewood Companies, Stateline, NV

Project Manager. As part of a significant resort redevelopment project, NCE lead the planning, design, and permitting for a series of stream and wetland restorations and detention pond retrofits within and adjacent to Edgewood Creek on the Edgewood Tahoe Golf Course. The site runs along the bottom of the 4,000-acre Edgewood Creek Watershed, home to the Kingsbury General Improvement District, U.S. Forest Service lands, a ski resort, multiple casinos, and two highways. NCE provided field geomorphic, hydrologic, and vegetation assessments; fisheries habitat evaluation; hydrologic and hydraulic modeling; channel and reach design; and development of plans, specifications, and estimates. Key design elements included dredging plans for several large ponds in sensitive habitats, as well as stream channel designs that balanced form with available space on the golf course. NCE provided oversight during construction to ensure the restoration elements were constructed to meet design goals and objectives.

Tilden Nature Area In-Stream Sediment Basin & Wetland Restoration

East Bay Regional Park District, City of Oakland, CA

Principal/Senior Project Manager. Jason guided the technical team, coordinated with regulatory agencies, and supported the development of the restoration design. The impetus for the project was to restore the capacity of an in-stream sediment basin in sensitive habitats and complete pond wetland restoration as mitigation to enhance habitat and park user experience. NCE deployed a focused and interdisciplinary team to assess existing conditions, perform restoration planning, complete technical studies, develop a California Environmental Quality Act document, obtain required permits, and prepare plans, specifications, and estimates for sediment basin excavation and pond restoration in the sensitive and designated Critical Habitat. NCE conducted environmental and biological assessments in the project area to develop a list of possible designs for maintenance and restoration in Wildcat Creek and pond wetland habitats. NCE assessed hydraulics and hydrology, geomorphic properties, biological habitats, waters of the U.S., and water quality in the project area. These assessments were done to complete the California Environmental Quality Act, obtain environmental permits, and inform a list of possible maintenance and restoration actions that balanced opportunities and constraints at this

popular public park. NCE then completed the design and specifications for the preferred restoration action. The final design included fish passage, sediment excavation to restore capacity, revegetation and landscape plantings along the creek and ponds, landscape features for species of interest, and a boardwalk and trail system to support recreation and educational events at the restoration site.

Wildcat Creek Trail, Pocket Park, and Creek Restoration Project

City of San Pablo, CA

Senior Scientist. Restoration and Environmental Lead. Jason was responsible for guiding the geomorphic analysis and restoration design. In addition, he oversaw the preparation and submittal of the regulatory permits necessary for the Project. The approximately 900-foot stretch of Wildcat Creek just east of 23rd Street in the City of San Pablo was highly impacted by adjacent dense urban development. The bed and banks were lined with asphalt or concrete, aquatic and riparian habitat was lacking or in poor condition and dense stands of invasive vegetation covered the top of banks. The City desired to improve the physical and ecological condition of this stretch of stream along with providing the community with a pocket park and multi-use trail. NCE provided planning, community outreach, agency coordination, design, and permitting for the Project. Fieldwork and technical analysis included biological and geomorphic assessments, bank stability evaluations, hydrologic/hydraulic analysis, landscape analysis, and development of trail and bioengineered restoration alternatives. NCE developed civil, landscape, and restoration designs for the creek, park, and trail. Permit applications were prepared and submitted to the U.S. Army Corps of Engineers, the San Francisco Regional Water Quality Control Board, and the California Department of Fish and Wildlife. The restoration planning effort included biological and geomorphic assessments, bank stability evaluations, hydrologic/hydraulic analysis, and the development of bioengineered alternatives. The design required the removal of unstable bed and bank material including block retaining walls, shotcrete coated embankments, riprap, and concrete rubble, and replacing them with more natural and ecologically sustainable bioengineered designs including bedding gravels and sand, brush mattresses, and post/pole plantings. To address the invasive vegetation prominent along the top of the bank, NCE developed a comprehensive Invasive Species Removal and Management Plan.

San Pablo Creek Brookside Drive Bank Stabilization

City of San Pablo, CA

Associate Scientist. NCE provided civil design, regulatory compliance, and permitting for a bank stabilization project on the left bank of San Pablo Creek, adjacent to Brookside Drive. The eroding bank was threatening the foundation of nearby structures and impacting riparian habitat. NCE performed geomorphic, hydrologic, and hydraulic analyses to develop slope stabilization alternatives. Geocells, planted with native riparian vegetation, were selected as the preferred alternative. NCE prepared full plans, specifications, and engineers estimate and assisted the City with bidding and engineering support during construction. Technical studies were completed for biological, aquatic, and cultural resources to support the development of permit applications and preparation of a California Environmental Quality Act categorical exemption. NCE worked closely with regulatory agencies to prepare and submit the following permit applications: a 404 permit from the U.S. Army Corps of Engineers, a 401 Water Quality Certification from the San Francisco Regional Water Quality Control Board, and a 1600 Streambed Alteration Agreement from the California Department of Fish and Wildlife.

San Pablo Creek Slope Stabilization and Culvert Project

City of Richmond, CA

Principal. Jason supported the bioengineering of creek banks and quality control of the environmental documents and regulatory permits. A large landslide adjacent to San Pablo Creek in the City of Richmond, CA created public safety and public access issues, increased risk for the conveyance of creek flows and upstream dam releases, compromised Via Verdi (local roadway), and had the potential to damage multiple utilities. NCE completed field investigations, a full alternatives analysis, hydrologic and hydraulic analysis, regulatory agency consultations, design, and regulatory permitting. Project engineering and design included roadway improvements, slope stabilization, drainage, fish passage, utilities, and a 26 ft. box culvert. Fish passage design within the culvert included a meandering engineered streambed and skylights based on review and oversight from regulatory agencies. As San Pablo Creek is already prone to overbank flooding in the 100-year event, a critical design task was creating an existing versus proposed HEC-RAS model to analyze the impacts of the proposed culvert and fish passage design elements on the upstream WSEL in high flow events and the velocities both up and downstream of the culvert in low to high flows. Environmental and regulatory compliance work included agency

consultations, field investigations and surveys, technical studies and regulatory permit applications, and a CEQA and NEPA environmental document.

Seymour Ditch Emergency Response Erosion Control Project

City of Half Moon Bay, CA

Project Manager. Jason oversaw all aspects of the project, guided the technical team, negotiated permits, and supported the design of in-channel erosion control features. Seymour Ditch is the primary drainage conveyance for the southwestern portion of the City of Half Moon Bay. The ditch has been downcutting and widening, with winter storms significantly accelerating erosion. NCE performed a field investigation to assess erosion types and causes, identify drainage patterns, evaluate site resources, and characterize site soils. NCE also developed hydrologic and hydraulic models, performed a sediment analysis, and completed a detailed geotechnical investigation to inform the development of emergency stabilization alternatives. Concepts were developed and analyzed for cost-benefit, constructability, schedule implications, and regulatory permitting considerations. The preferred design included rock check dams, rip rap grade control structures, and revegetation. NCE prepared the plans, specifications, and engineer's cost estimate along with supporting the City through bidding and construction. NCE was also responsible for regulatory compliance including consultations with the U.S. Army Corps of Engineering, U.S. Fish & Wildlife Service, Regional Water Quality Control Board, California Department of Fish & Wildlife, and the California Coastal Commission for the preferred emergency project. NCE successfully obtained permits and completed California Environmental Quality Act compliance in less than 45 days.

Oxbow Nature Study Area Restoration Phase III

City of Reno, NV

Associate Scientist. Located in the Oxbow Nature Study Area, this project provided infrastructure protection and stabilized the north bank of the Truckee River. NCE reviewed and updated an existing Hydrologic Engineering Centers River Analysis System (HEC-RAS) model, designed bioengineered bank stabilization using root wads, protected infrastructure by designing a refusal trench, and provided construction oversight and post-project monitoring. Using the revised model and other hydraulic calculations, NCE determined design criteria including velocities, flow depths, and shear stresses for a variety of flows. NCE was also responsible for overseeing construction and providing field fit guidance to the contractor to achieve restoration goals.

Griff Creek Restoration

North Tahoe Public Utility District, Tahoe Vista, CA

Associate Scientist. Jason was responsible for developing the restoration design, overseeing the completion of all technical studies, preparing permit applications, and managing the delivery of both the National Environmental Policy Act and California Environmental Quality Act documents. Following the demolition of a 500,000-gallon water tank and associated facilities, NCE planned, designed, and implemented a stream and riparian restoration project. NCE was responsible for field assessments, restoration alternatives, demolition design, and restoration design along with obtaining permits and completing the National Environmental Policy Act and California Environmental Quality Act documents. The restoration design focused on reconnecting the channel with the floodplain and establishing native riparian vegetation.

Watersheds and Water Quality

Truckee Meadows Watershed Management and Protection Plan for Tributaries to the Truckee River

City of Sparks and Reno, Washoe County, NV

Principal. The cities of Reno and Sparks along with Washoe County are co-permittees under Nevada's first jointly issued Municipal Separate Storm Sewer System permit that regulates stormwater discharges to the Truckee River. Each agency is cooperatively responsible for updating an existing 2003 Truckee Meadows Watershed Management and Protection Plan for Tributaries to the Truckee River (Tributary Plan). NCE supported Washoe County and the cities of Reno and Sparks with preparing the Tributary Plan and enabling these communities to access critical grant funding. The project involved multi-agency collaboration where common goals and approaches, balanced agency priorities, a streamlined proposed project template, and an integrated list of future tributary proposed projects were identified in the updated Tributary Plan. NCE worked closely with the project stakeholders including the Truckee Meadows Storm Water Permit Coordinating Committee (Washoe County, Cities of Reno and Sparks, and public citizens) and the Nevada Division of Environmental Protection to execute an efficient and meaningful project for the Truckee Meadows.

Following the development of the Tributary Plan, NCE conducted Proper Functioning Condition assessments at six future restoration project sites identified in the Tributary Plan. The assessments entail evaluating each site or creek for erosion, deposition, headcuts, and noxious weeds. The field results are summarized in a technical report that also includes restoration recommendations and a concept-level cost estimate for planning purposes. NCE also supported the City of Sparks in completing a project template for submittal to the Nevada Division of Environmental Protection for 319(h) grant funding application.

Central Incline Village Phase I, Water Quality Improvement Project

Washoe County, NV

Project Manager. This project includes the planning of a comprehensive erosion control and water quality improvement project within the Incline Village subdivision, reducing erosion sources and decreasing the amount of stormwater generated within and discharged from the County right-of-way while improving its quality. Project elements included assessing existing conditions, developing water quality alternatives, performing field surveys and impact analysis for the development of a National Environmental Policy Act Categorical Exclusion Document, and integration of the project with the Lake Tahoe Total Maximum Daily Load and Tahoe Regional Planning Agency best management practices Retrofit Program.

Lake Village Phase II Water Quality Improvement Project

Douglas County, NV

Project Manager. This Environmental Improvement Program project involved the planning, permitting, and design of erosion control and water quality best management practices for a linear public facility in the Douglas County portion of the Lake Tahoe Basin. NCE provided detailed drainage planning, hydrologic and hydraulic analysis, and the field surveys and impact analysis needed to prepare a National Environmental Policy Act categorical exclusion document. NCE prepared and submitted applications to Douglas County, the U.S. Forest Service, and the Tahoe Regional Planning Agency. Jason's responsibilities included coordinating and managing the team, facilitating the Technical Advisory Committee, leading the project through the Stormwater Quality Improvement Committee's Formulating and Evaluating Alternatives process, coordinating the design of water quality improvements, and obtaining permits.

Crystal Bay Water Quality Improvement Project Phase I

Washoe County, NV

Senior Scientist. Located on a complex site on the north shore of Lake Tahoe, this project area is highly developed, with steep topography and numerous water quality issues. Due to its proximity to Lake Tahoe, designated by the Environmental Protection Agency as an Outstanding National Resource Water, quality issues were critical. Project elements included assessing existing conditions, developing water quality alternatives, and designing erosion control and water quality best management practices. Additional elements included performing field surveys and impact analysis for a National Environmental Policy Act Categorical Exclusion Document, developing, and submitting permit applications, and facilitating a large, diverse group of stakeholders. Jason's responsibilities included performing field surveys to identify existing facilities, pollutant sources, and opportunity areas, as well as developing planning documents outlining the conditions and alternatives. Other responsibilities included coordinating the Technical Advisory Committee during the

selection of a preferred alternative, preparing permit applications, and developing the National Environmental Policy Act document.

Crystal Bay Water Quality Improvement Project Phase II

Washoe County, NV

Senior Scientist. Like Phase I of the Crystal Bay Water Quality Improvement Project, the site for Phase II is highly developed, with extremely steep topography and numerous water quality issues. NCE was responsible for all aspects of scoping, planning, design, and construction management. Jason's responsibilities included performing field surveys, developing planning documents outlining existing conditions and alternatives, coordinating the Technical Advisory Committee, preparing permit applications, developing a National Environmental Policy Act categorical exclusion document, and integrating the project with the Lake Tahoe Total Maximum Daily Load and Tahoe Regional Planning Agency best management practices Retrofit Program.

North Tahoe Public Utility District Erosion Control and Water Quality Improvements

North Tahoe Public Utility District, Placer County, CA

Senior Scientist. For four facility sites in the district, NCE planned and designed erosion control and water quality improvements, achieving natural resource objectives to comply with the Tahoe Regional Planning Agency best management practices Retrofit Ordinance. NCE prepared plans, specifications, and estimates for the project that also included field surveys, mapping and documentation of existing conditions and an Existing Conditions, Formulating and Evaluating Alternatives Memorandum. Jason's responsibilities included coordinating and facilitating agency and stakeholder involvement, performing the field analysis, and designing the erosion control best management practices.

Hidden Woods Water Quality Improvement Project

Hidden Woods Homeowners Association, Douglas County, NV

Senior Scientist. For this Environmental Improvement Program project, NCE provided services for the planning, permitting, design, and implementation of erosion control, drainage, and water quality improvements within a subdivision on the east shore of Lake Tahoe. A major aspect of the planning portion was the National Environmental Policy Act compliance through the U.S. Forest Service Lake Tahoe Basin Management Unit. Jason's responsibilities included preparing the planning and environmental documents, including a National Environmental Policy Act Categorical Exclusion document and Stormwater Quality Improvement Committee Formulating and Evaluating Alternatives Memorandum.

Tahoe Pines Erosion Control Project Environmental Improvement Program 218

Placer County, CA

Project Manager. To improve water quality within the watershed, this project required best management practices in residential subdivisions within the County right-of-way. After examining the project areas to understand opportunities and constraints and determine which areas needed best management practices, NCE presented and analyzed several alternatives. The project also included preparing California Environmental Quality Act/National Environmental Policy Act compliance documents for both funding agencies (United States Forest Service and California Tahoe Conservancy) and following guidelines set by the California Tahoe Conservancy, Placer County, and Lahontan Regional Water Quality Control Board. The resulting design conformed to the Tahoe Regional Planning Agency Environmental Improvement Program for water quality retrofit. Its implementation involved an extensive public outreach program, as well as the facilitation of rights of entry and easements on both public and privately owned parcels.

Application Form

Profile

Jim
First Name

Middle Initial

Elsmore
Last Name

501 Mottsville Ln
Home Address

Suite or Apt

Gardnerville
City

NV
State

89460
Postal Code

jim@trimpak.com
Email Address

Mobile: (775) 690-5686
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

5

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

Same as above

Jim Elsmore

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I would like to serve on the Stormwater Utility Task Force because I have a strong interest in helping Douglas County develop practical, cost-effective, and long-term solutions to stormwater challenges. As a licensed contractor with more than 40 years of experience, a property owner, ranch owner, and business owner, I understand how drainage, flooding, infrastructure improvements, and regulatory decisions can impact residents, businesses, and agricultural operations. I believe my experience working with engineers, building departments, land-use regulations, and construction projects gives me a practical perspective that can contribute to the Task Force's discussions. I am committed to reviewing information objectively, listening to all viewpoints, and helping identify solutions that balance public safety, environmental stewardship, property rights, and fiscal responsibility. I also believe clear communication and public understanding are important. I hope to help bridge the gap between technical information and the concerns of everyday residents so that recommendations are based on facts, transparency, and common sense. A slightly stronger version, if you want to emphasize your recent involvement: I became interested in serving on the Task Force after following and participating in recent community discussions regarding stormwater issues in Douglas County. I believe residents benefit when decisions are informed by both technical expertise and real-world experience. My goal is to contribute a practical, independent voice that represents property owners, contractors, ranchers, and taxpayers while helping the County identify fair and effective solutions for the future.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner
- [x] Business/Commercial/Industrial Property Owners

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

Throughout my career as a contractor, I have worked with homeowners, engineers, architects, inspectors, government agencies, subcontractors, and property owners who often had different priorities and viewpoints. I have learned that productive solutions come from listening first, understanding the concerns of others, and focusing on facts rather than personalities. When I encounter differing opinions, I try to ask questions, gather information, and identify areas of common ground. I believe people can disagree respectfully while still working toward a shared goal. I am willing to consider new information, adjust my views when warranted by facts, and support solutions that serve the broader interests of the community. My approach is to remain respectful, professional, and open-minded, while encouraging honest discussion and constructive problem-solving. I believe diverse viewpoints often lead to better decisions when everyone is given an opportunity to be heard.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

As a general contractor, I regularly evaluate complex technical, financial, and regulatory information to help clients make informed decisions. One example involved a custom building project where the owner, engineer, and local jurisdiction had differing priorities regarding site grading, drainage requirements, and project costs. I reviewed the engineering plans, permitting requirements, construction costs, and long-term maintenance considerations. After gathering information from the engineer, building department, and property owner, I helped identify alternatives that met regulatory requirements while remaining practical and cost-effective for the client. By focusing on the facts, understanding the concerns of each stakeholder, and comparing the advantages and disadvantages of different options, we were able to reach a solution that satisfied the project's technical requirements and budget constraints. Experiences like this have been common throughout my career and have taught me how to analyze complex information, ask questions, evaluate tradeoffs, and help develop practical recommendations that balance multiple interests.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

(•) Yes ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of "See Attached" will deem the application incomplete.

Occupation:

General Contractor

Qualifications:

Qualifications and Relevant Experience I have been a licensed general contractor since 1983 in California and since 1995 in Nevada, with more than 40 years of experience in residential, commercial, and agricultural construction. My experience includes: • Construction of custom homes, additions, remodels, commercial buildings, and agricultural structures. • Working with local building departments, planning departments, engineers, surveyors, and inspectors throughout the permitting and construction process. • Understanding grading, drainage, erosion control, flood mitigation, site development, and stormwater-related requirements on construction projects. • Coordinating with homeowners, property owners, subcontractors, architects, engineers, and homeowner associations to address site drainage and water-management concerns. • Evaluating project costs, long-term maintenance considerations, and practical implementation of infrastructure improvements. • Experience as a property owner and ranch owner in Douglas County, providing firsthand understanding of how drainage and flooding issues affect agricultural operations, private property owners, and local residents. My professional background allows me to provide a practical, real-world perspective on how stormwater policies may affect homeowners, contractors, businesses, ranchers, and taxpayers.

Experience in Community Service:

Community Service and Public Involvement While I have not previously served on a county task force or advisory committee, I have spent decades working with residents, property owners, local agencies, and community stakeholders throughout my construction career. As a Douglas County property owner, ranch owner, business owner, and contractor, I have a strong interest in helping identify practical and cost-effective solutions to local stormwater challenges. I am interested in serving on the Task Force to contribute a balanced perspective that considers public safety, infrastructure needs, private property rights, and responsible use of taxpayer funds. I am committed to listening to all stakeholders, reviewing information objectively, and participating constructively in the process.

Affiliation with Technical / Professional Societies:

N/A

Education Background and Degrees held, if any:

Education and Technical Background My formal education and training have primarily been focused on the construction industry, including building practices, project management, permitting, code compliance, and site development. In addition, I have completed coursework in information technology and have extensive experience using digital tools, online research resources, websites, and social media platforms. Throughout my career, I have adapted to changing technologies and communication methods to stay informed and effectively communicate with clients, government agencies, and the public.

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

I currently serve in a leadership position within my local congregation, where I regularly work with individuals and families, help resolve concerns, coordinate volunteer efforts, and participate in community service activities. This experience has strengthened my ability to listen, work collaboratively, and approach issues with fairness and respect.

Attachments

Upload a Resume

Review and Acknowledgement

ACKNOWLEDGEMENT AND RELEASE OF PUBLIC INFORMATION AND WAIVER OF NOTICE

The undersigned acknowledges that he or she has been selected as a candidate for a Douglas County advisory board. The undersigned further acknowledges that he or she is hereby advised and accepts that:
(1) Douglas County is a public entity and is subject to the Nevada Public Records Law (NRS Ch. 239) and the Nevada Open Meeting Law (NRS Ch. 241);
(2) Pursuant to Nevada Law, the name of the applicant, cover letter, resume, and any other information you have provided as a part of the application process will be released as part of public meeting agendas and supporting materials.

This information is a public record and will be available to the members of the public and the media throughout this process. A candidate may request redactions, in writing to the Douglas County Human Resources, as may be allowed under Nevada law, prior to the release of the information to the Board.

The undersigned hereby waives any and all rights to further notice of the above referenced public posting of information and any notice that may be required by the Nevada Public Records Law or Nevada's Open Meeting Law, and hereby consents to these actions.

I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of "See Attached or See Resume" will deem the application incomplete.

e-signature

Jim Elsmore 6/22/26

Application Form

Profile

Evan
First Name

Middle Initial

Freeman
Last Name

3672 silverado dr
Home Address

Suite or Apt

Carson City
City

NV
State

89705
Postal Code

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

16

Mobile: (970) 497-0619
Primary Phone

Alternate Phone

climberevan@gmail.com
Email Address

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

same as above

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I hope to add my voice as a homeowner and General Contractor. I believe that this task force idea is a good one to involve the community in the process of determining how Douglas Co will deal with this issue going forward.

Evan Freeman

Question applies to Stormwater Task Force

Stakeholder Representation *

☑ Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

I have had many clients across Douglas Co over the years, and many of them have very different ideas of how government should be run and how development should be undertaken. I have learned to be diplomatic and to take everyone's perspective into account.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

Running a contracting business requires me to evaluate plans, codes, and land use guidelines regularly. . I must also deal with remodeling and the many unexpected problems that arise during projects. Recently I was involved in a main water line break that required a solution that was not obvious, but I worked with my plumbers to reach the best and most cost-effective fix for the homenowner.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

General Contractor

Qualifications:

Since college I have mostly worked in construction, and have been a licensed GC in Nevada since 2015. I have done new construction & remodeling, both commercial & residential, since 2001.

Experience in Community Service:

I have attended several CC meetings and have partipated in many community actions to encourage change from the government.

Affiliation with Technical / Professional Societies:

Member of Nevada Contractor's Board since 2015.

Education Background and Degrees held, if any:

I have a BA with a double major in Comparative Literature & Religious studies from The University of Georgia.

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Upload a Resume

Review and Acknowledgement

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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of “See Attached or See Resume" will deem the application incomplete.

e-signature

Evan Freeman 22 June 2026

Application Form

Profile

Patrick
First Name

D
Middle Initial

Garrahan
Last Name

550 Old Toll Road
Home Address

Suite or Apt

Gardnerville
City

NV
State

89410
Postal Code

pdgarrahan@gmail.com
Email Address

Mobile: (209) 256-4989
Primary Phone

Home: (775) 266-4995
Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

8

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

○ Yes ◉ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

Same as above

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I am a Douglas County resident and residential property owner. In March 2023 we experienced firsthand flooding on our property and the surrounding Leviathan Mine/Old Toll/New Hope Roads area. I interacted with County, State, and Federal officials while attempting to find solutions to the flooding issues. Through the process I learned of the many shortfalls by government agencies in preparation and mitigation. My experiences have made me want to be involved in future policy and funding decisions regarding stormwater management.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Patrick D Garrahan

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

I have been married for 49 years to the person I care about most in this world. Over the years we have sometimes disagreed on things, but we have always managed to work through our differences, even though we may still disagree. I worked in law enforcement for 31 years and often dealt with differing perspectives, but always acted professionally while actively listening and working toward reasonable outcomes. The same was true during my teaching years and deployments to Afghanistan. I never got angry, was always professional, and always sought to reach the objectives or goals.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

While I was a police lieutenant and Use of Force Subject Matter Expert, I was tasked with reviewing, editing, and making recommendations to our department's Use of Force policy. The technical aspect involved clearly defining the various force options, including deadly force, so those options could be thoroughly understood by officers. The financial aspect involved funding training and necessary equipment, as well as making it defensible in lawsuits. In short, the policy had to be easily understood when officers acted in seconds, while still providing accountability and protecting the rights and lives of citizens and officers. The final product achieved those objectives.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

(•) Yes ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Retired police officer.

Qualifications:

I am detail oriented, meticulous, and results driven. I have excellent reading comprehension and am not afraid to ask questions or for clarification when I do not understand something. I take constructive criticism well. I'm a team player and clearly understand that I don't know everything and welcome input from others in order to come to a consensus and achieve stated goals. All throughout my professional and personal life I've been easy going and easy to work with. I hold myself to a high standard but do not annoyingly impress that upon others. I have a very strong desire to see the Stormwater Utility Task Force develop policy that is reasonable, functional, fair, and fiscally prudent.

Experience in Community Service:

Minden Rotary Club, current President Douglas County Sheriff's Advisory Council (former member) West Calaveras Rotary Club (former) Project Santa Claus, Board of Directors Operations (former) Resource Connection non-profit, Board of Directors (former) Marine Corps Toys for Tots, area coordinator (former) Jenny Lind Veterans Memorial District, Board of Directors (former member and board president) Calaveras Consolidated Fire District, Board of Directors (former) Valley Springs Area Business Association, Board of Directors (former) Marine Corps League Detachment 1080, Past Commander

Affiliation with Technical / Professional Societies:

Marine Corps League, Phi Kappa Phi Academic Honor Society.

Education Background and Degrees held, if any:

Masters Degree in Criminology, Bachelors Degree in Criminal Justice Administration, Associate Degree in Criminal Justice Administration.

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Unfortunately I will not be able to attend the July 16 BoCC meeting as I will be out of state on a long planned family vacation that week. I will be available by cell phone (209) 256-4989 if the commissioners or county staff have questions.

Attachments

Garrahan_resume_072026.pdf
Upload a Resume

Review and Acknowledgement

ACKNOWLEDGEMENT AND RELEASE OF PUBLIC INFORMATION AND WAIVER OF NOTICE

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(1) Douglas County is a public entity and is subject to the Nevada Public Records Law (NRS Ch. 239) and the Nevada Open Meeting Law (NRS Ch. 241);
(2) Pursuant to Nevada Law, the name of the applicant, cover letter, resume, and any other information you have provided as a part of the application process will be released as part of public meeting agendas and supporting materials.

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The undersigned hereby waives any and all rights to further notice of the above referenced public posting of information and any notice that may be required by the Nevada Public Records Law or Nevada's Open Meeting Law, and hereby consents to these actions.

I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

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e-signature

Patrick D. Garrahan 7 July 2026

Patrick D. Garrahan

550 Old Toll Road
Gardnerville, NV 89410
(775) 266-4995
pdgarrahan@gmail.com

Professional Experience

China Spring Youth Camp, Gardnerville, NV **2019 - 2020**
Youth Counselor
› Supervised/mentored low-level youth offenders

Calaveras Unified School District, San Andreas, CA **2016 – 2018**
Police Science Instructor
› Developed curricula for criminal law, investigations, and scenario training
› Evaluated/graded student academic progress
› Taught basic and advanced Police Science classes

San Joaquin Delta College, Stockton, CA **2016**
Adjunct Professor, Administration of Justice
› Developed curricula tailored for non-academy students
› Evaluated/graded student academic progress
› Participated in student skill development training
› Taught narcotics law and investigations

Military Professional Resources, Inc **2009 – 2013**
Law Enforcement Professional
› Battalion Commander's Subject Matter Expert on policing issues
› Deployed to Afghanistan with Marine infantry battalions in 2009 and 2013
› Assisted with investigations of improvised explosive device cells
› Trainer/assessor at Marine Corps Air Ground Training Center (2010-2012)
› Developed training program curricula to include, but not limited to, evidence collection in combat zones, enemy prisoner detention, Rules of Engagement
› Trained Marines on police-related subjects prior to combat deployments

Oakland Police Department, Oakland, CA **1985 – 2008 (Retired)**
Lieutenant of Police/Acting Captain (2005 – 2008)
Patrol Division Watch Commander
› Incident commander for major crime scenes and critical incidents
› Subject Matter Expert on Patrol Procedures and Use of Force
› Academy Instructor for Patrol Tactics and Procedures

Sergeant of Police (2002 – 2005)
Patrol Division District Supervisor
› Supervised major crime scene investigations
› Subject Matter Expert - Canine Procedures, Patrol Procedures, Use of Force
› Academy Instructor for Patrol Tactics and Procedures, Use of Force

Police Officer (1985 – 2002)
Patrol Officer, Canine Handler, Academy Instructor, Canine Unit Coordinator, Tactical Team Sniper, DEA Task Force Narcotics Investigator

Flagstaff Police Department, Flagstaff, AZ **1981 – 1985**
Patrol Officer, Field Training Officer, Tactical Team Sniper

United States Marine Corps **1977 – 1981**
Military Policeman
Meritoriously promoted to Private First Class, Corporal, and Sergeant

Patrick D. Garrahan

550 Old Toll Road
Gardnerville, NV 89410
(775) 266-4995
pdgarrahan@gmail.com

Education

Master of Science Criminology
Indiana State University, Terre Haute, Indiana
Phi Kappa Phi Academic Honor Society

Bachelor of Arts Criminal Justice Administration
Columbia College, Columbia, Missouri

Associate in Science Criminal Justice Administration
Columbia College, Columbia, Missouri

Community Service Involvement

Minden Rotary Club, current President
Douglas County Sheriff's Advisory Council
West Calaveras Rotary Club
Project Santa Claus, Board of Directors Operations
Resource Connection non-profit, Board of Directors
Marine Corps Toys for Tots, area coordinator
Jenny Lind Veterans Memorial District, Board of Directors
Calaveras Consolidated Fire District, Board of Directors
Valley Springs Area Business Association, Board of Directors
Marine Corps League Detachment 1080, Commander

Awards and Commendations

Oakland Police Department
2 Medals of Valor
2 Medals of Merit

Flagstaff Police Department
Officer of the Month July 1984

United States Marine Corps

Certificate of Commendation	Afghanistan	April 2010
Marine of the Month	MCAS Yuma, AZ	November 1978
Military Policeman of the Month	MCAS Yuma, AZ	July 1978

Application Form

Profile

Chris
First Name

Middle Initial

Garrison
Last Name

821 Buckskin Ct
Home Address

Suite or Apt

Gardnerville
City

NV
State

89410
Postal Code

christopher.garrison@gmail.com
Email Address

Home: (775) 351-9494
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

14

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

n/a

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

My family and my neighbors are affected by our local storm water challenges. It's my intent to be part of the solution, vs. complaining on the sidelines. I will bring a practical, common sense perspective to the conversation while acknowledging key stakeholders motivations, and biases.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

My approach when engaging with other individuals with differing opinions is to most importantly, understand their motivation and background, then pro-actively listen to understand the perspective. It's not always possible, but pro-active listening from an unbiased perspective generally leads to better communication and thought sharing.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

In my profession, I review complex information, received from numerous customers, with significantly different levels of experience and backgrounds related to a vast array of risks/exposures each day. In my role as a Wholesale Insurance Broker, I review risks, then recommend various insurance carriers, coverages, and products. Each risk is complex and needs proper placement with proper coverage but I have to find Insurance Markets that will take on the risk for an acceptable premium amount in which the Insured's can afford.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

(•) Yes ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Wholesale Insurance Broker

Qualifications:

Local resident, affected by local storm water issues. Ability to pro-actively listen and engage with others to drive a positive outcome for all interested parties.

Experience in Community Service:

Carson Valley Softball Coach, Park and Rec, Volleyball couch

Affiliation with Technical / Professional Societies:

n/a

Education Background and Degrees held, if any:

BS Science, Entrepreneurship

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Upload a Resume

Review and Acknowledgement

ACKNOWLEDGEMENT AND RELEASE OF PUBLIC INFORMATION AND WAIVER OF NOTICE

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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of "See Attached or See Resume" will deem the application incomplete.

Chris Garrison

e-signature

Christopher Garrison 7/8/26

Application Form

Profile

Chad (First Name) | M (Middle Initial) | Grande (Last Name)

1308 Johnson Lane (Home Address) | (Suite or Apt)

Minden (City) | NV (State) | 89423 (Postal Code)

chadgktm@yahoo.com (Email Address)

Mobile: (408) 960-9022 (Primary Phone) | (Alternate Phone)

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

6

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

N/A

Chad M Grande

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I have 30 years experience in flood control and storm water management working for Santa Clara Valley Water District. Santa Clara Valley Water District is responsible for flood control and water supply for 2 million customers. The scope of responsibility included 250 miles of creeks and channels, 11 reservoirs, and three water treatment plants. I held many positions during the 30 years, the last five years I held the position of Field Operations Unit Manager. This included 42 direct reports, including field construction staff and a $17 million budget. My experience includes flood control project design, creek bank restoration, maintenance of flood control facilities, and extensive experience with public meetings and reporting to the board of directors and the community.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

Everyone needs to be heard and respected. Sometimes it's best to have one on one constructive conversations with individuals in an attempt to understand the bigger picture.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

On many occasions, I was involved in project planning, which included environmental staff, engineering staff, and elected board of directors. All stakeholders need to be heard and their needs met if possible. Sometimes compromises need to be made regarding feasibility, logistics, constructability and financial impact. Sometimes it's best to speak with stakeholders individually to eliminate the emotional aspect and get them on board for the greater good of the community.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

- (•) Yes
- ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Retired

Qualifications:

30 years of experience working for California's second largest flood control and water supply agency. I have witnessed the long term impact of poor flood control management. The entire community and environment will suffer from a lack of proper flood control planning. I received extensive training in environmentally friendly techniques of flood control. I held positions while working there of maintenance worker, light equipment operator, heavy equipment operator, construction foreman, construction supervisor and unit manager. My unit consisted of construction workers, engineers, and planners.

Experience in Community Service:

While fulfilling the duties of unit manager, I made many presentations to elected board of directors, advisory committees, community oversight committees for bond expenditures and attended community meetings where projects were scheduled to be constructed. I also participated in many media interviews.

Affiliation with Technical / Professional Societies:

I don't have any affiliation with technical/professional societies.

Education Background and Degrees held, if any:

I have an AA degree in Park Management and Administration of Justice. I have extensive training and continued education provided by the Santa Clara Valley Water District pertaining to flood control, facilities, design and construction. My understanding and extensive hands on experience with creeks and flood control projects is valuable beyond formal education.

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

I have no relationships or historical conflicts with anyone in this County.

Additional Comments:

I believe the community could benefit from my extensive knowledge and experience in the field of flood control and storm water control.

Attachments

Upload a Resume

Review and Acknowledgement

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I authorize the release and do not request redaction of any information.

(●) Yes ( ) No

If you selected no please list what you would like to be redacted prior to public release:

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e-signature

Chad M Grande

Application Form

Profile

James
First Name

E
Middle Initial

Halsey
Last Name

1619 Heron Cove Ct
Home Address

Suite or Apt

Gardnerville
City

NV
State

89410
Postal Code

jhalsey181@gmail.com
Email Address

Mobile: (775) 781-3729
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

31

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

N/A

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

To assist in devising a plan that not only identifies the need for a Stormwater Utility, identifies funding mechanisms that are reasonable and sustainable for years without overburdening residents with exhorbitant costs, and is sensible in discerning permeable -vs- impermeable property. My perspective would be as a rural resident who has previously resided in an urban area; and as a 31 year resident of Gardnerville I have seen and experienced various flooding here in Douglas County (including as a member of the Sheriff's Office working in Emergency Management during floods).

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

Discuss positives and negatives of proposed plans or ideas. Seek information and perspectives from all task force members since an individual's personal knowledge, experience or even just their opinion/thought may help provide good information for crafting a plan or policy. During disagreements: remain polite and open, not dismissive, rude or argumentative.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

As a Division Commander (Captain) for the Douglas County Sheriff's Office, I routinely performed planning and budgeting duties, conducted policy making and implementation practices, and handled administrative issues and employee management/disciplinary matters.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

- (•) Yes
- ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of "See Attached" will deem the application incomplete.

Occupation:

Law Enforcement

Qualifications:

35 year law enforcement career (7 with LASD and 28 with DCSO), including as Captain of Jail and Patrol Divisions.

James E Halsey

Experience in Community Service:

During my career with DCSO participated in various planning and operational meetings for Douglas County, many of which included residents, business owners and county staff.

Affiliation with Technical / Professional Societies:

N/A (Retired)

Education Background and Degrees held, if any:

AA Degree - Administration of Justice Advanced Nevada P.O.S.T. Degree

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Upload a Resume

Review and Acknowledgement

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James E Halsey

I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of “See Attached or See Resume" will deem the application incomplete.

e-signature

James E Halsey

Application Form

Profile

Brad
First Name

Middle Initial

Hollander
Last Name

1780 Bobcat ct
Home Address

Suite or Apt

Minden
City

NV
State

89423
Postal Code

brad.uvc@gmail.com
Email Address

Mobile: (775) 721-2301
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

35

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

Brad Hollander

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

have over 50 years experience in flooding and storm events in Douglas Co

Question applies to Stormwater Task Force

Stakeholder Representation *

☑ Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

Listen to the concerns of residents, and intrested parties. To form suggestions based on facts and available evidence. Work collaboratively with staff and other county representatives and board members. I will provide my flood videos and documentation dating back to the 1950s to help support informed decision-making. Work within budget constraints, and cooperate with the team to identify practical approaches to flooding infrastructure needs and maintenance of existing systems . The goal will be to find common ground and develop solutions that benefit the people of Douglas County.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

Business owner for over 50 years, CEO, CTO, raised money for companies, been profitable for over 35 years, developed contracts MOU's etc.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Consultant & business owner

Qualifications:

General Contractor since 1983, consultaned for flood mitigation in the valley (not paid), multi Patent holder, studied weather events for over 70 years Carson Valley and Lake Tahoe areas. Visited and filmed flood events in Douglas Co 1984, 1994, 1997, 2003, 2023. studied the mid 1950's Carson Valley flooding.

Experience in Community Service:

Volunteered my services and my Fire Truck to raise monies for non-profits and other community needs. Volunteered my services to SO communications in the 1990's

Affiliation with Technical / Professional Societies:

FCC licensed radio tech, General Contractor since 1993, UL, CSA, voting member and consultant on several committees for over 6 years

Education Background and Degrees held, if any:

High School

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Flood_water_CV_626.pdf
Upload a Resume

Review and Acknowledgement

ACKNOWLEDGEMENT AND RELEASE OF PUBLIC INFORMATION AND WAIVER OF NOTICE

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The undersigned hereby waives any and all rights to further notice of the above referenced public posting of information and any notice that may be required by the Nevada Public Records Law or Nevada's Open Meeting Law, and hereby consents to these actions.

I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of “See Attached or See Resume" will deem the application incomplete.

e-signature

Bradley Craig Hollander

BRAD HOLLANDER
1780 Bobcat Ct
Minden, NV 89423
775-721-2301
Appointment to Flood Water Task Force

DOUGLAS COUNTY FLOOD HISTORY OBSERVATIONS

My name is **Brad Hollander**. I am a Douglas County resident who has spent many years independently documenting and studying flooding in Douglas County and Carson Valley.

Disclaimer:
I am **not a trained geologist or flood engineer**. My work has been done voluntarily because I care about this county and want to help friends, neighbors, property owners, and local decision-makers better understand flooding history and water flow in our area. I have never asked for payment and do not expect any in the future.

Summary of Experience

Local business owner, general contractor consultant retired. Currently, founder of UVC LLC since 1993. www.uvcllc.com

Storm Water experience Douglas County

- Documented Douglas County flooding through video, photography, and field observation myself and with others.
- Recorded flood events including **1984, 1994, 2007, 2022**, and others
- Compiled historical flood videos and records as far back as 1954

- Traveled to flood-affected areas many times to observe conditions and assess damage firsthand during and after flooding events winter and summer.

- Contacted residents and stakeholders before and after flooding events

Aerial and Field Observation

- Flew in a private plane during the 1990s to assess Alluvial Fans in Douglas County including the Pinenuts, East Valley and Johnson Lane areas
- Studied the 1954 flood through aerial review
- Conducted direct field observation by driving, hiking and flyovers in multiple flood-prone and flood-affected areas

Areas Studied

- Pinenut Mountains
- Johnson Lane
- Buckeye Creek
- East Valley
- High School area
- Fish Springs
- Genoa areas
- Danberg Reservoirs 1, 2, and 3
- Carson River
- Upper Allerman/Virgina Ditch's and Committees
- Lower Altman Ditch
- Spillways and diversion areas
- Receiving areas
- Perk areas of Carson Valley
- Effects of increased population
- Effects of burn areas causing increased water and sediment flows
- Loss of capacity of storage reservoirs
- Carson River, East Fork and West Fork
- And other drainage and flood-prone areas throughout Carson Valley and Douglas County
-

Community Contacts and Stakeholder Outreach
Over the years, I have communicated with:

- Cortney Cox
- Ditch Committees
- Planning Dept
- Building Dept
- Engineers
- Property owners

- Other residents and stakeholders in Carson Valley and Douglas County

Purpose of This Handout

I am sharing this information to support:

- Better public understanding of Carson Valley flood history
- Awareness of recurring flood patterns and drainage concerns
- Consideration of historical observations alongside current planning and decision-making
- Continued efforts to reduce flood impacts on Douglas County residents and property owners

Request for Consideration

I respectfully ask for your consideration for appointment to the **Flood Water Task Force**. I would be honored to contribute my historical knowledge, independent research, and firsthand observations of flood conditions in Douglas County.

Closing Statement

My goal is simply to help the community by sharing years of firsthand observations, flood documentation, and local knowledge. I respectfully offer this information for consideration by the Douglas County Commission, County Manager and Staff.
Please consider appointing me to the **Flood Water Task Force**.

Brad Hollander
Founder
UVC LLC™
Our 50th year

EPA Reg. Company # 97293
Viticulture Technologies ™
UltraViolet Testing Lab LLC ™
AML LLC ™
UL TC Voting &
Consulting voting member
UL 8800,8802,8803
60335-2-40,1995A, 4800

Cell 775 721 2301
brad.uvc@gmail.com
www.uvcllc.com

Application Form

Profile

David
First Name

K
Middle Initial

Howe
Last Name

1405 Calle Pequeno
Home Address

Suite or Apt

Gardnerville
City

NV
State

89410
Postal Code

dhowe31@gmail.com
Email Address

Mobile: (775) 741-7853
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

35

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

NA

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

i am a general contractor and have built everything from banks to vet clinics, gas stations to storage faciities, as well as very high end custom homes around Lake Tahoe and semi custom homes down here in the valley. I've built senior living apartments in Carson as well as a decently large track of homes in Reno. ive been doing this my whole life and have run different divisions in my company and have been the president for the past 15 years. i think i have seen just about everything there is in the building and development industry.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

David K Howe

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

i hope so. The last thing we need is a bunch of like minded people on a committee that will shape the decisions this board makes. We need differing opinions and different points of view in order to get to the root issue and the best path forward. i am a general contractor and deal with many different people on projects where it takes a team effort to get things done. From very wealthy clients to civil and structural engineers to county and city officials as well as state and federal agencies. Not all of us see eye to eye or in some cases get along but i know that the differences have to be set aside to accomplish the tasks at hand.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

As stated above, i deal with a lot of people on a daily and the decisions made by myself have to be spot on in order to accomplish the goal. i have to be able to read data on plans or directives and formulate it into the overall plan to keep that goal in sight and on track.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

general contractor / business owner

Qualifications:

Like stated above i deal with issues like this almost on a daily. i think what i've stated above speaks for itself.

Experience in Community Service:

None in a situation like this.

Affiliation with Technical / Professional Societies:

none.

Education Background and Degrees held, if any:

High School graduate.

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

I'm not doing this for any reason other than to make sure that there is someone on the committee who can see both sides of this matter. i am a business owner, home owner in the valley and a person who has to deal with drainage from storm water on every project i do. i know how to mitigate it and i know whats involved when its not handled. I lived in Johnson Lane when the flash floods went through there 10 years ago and packed mud into garages and houses.

Attachments

Upload a Resume

Review and Acknowledgement

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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

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e-signature

David K Howe

Application Form

Profile

Terri (First Name) | A (Middle Initial) | Huffman (Last Name)

Home Address | Suite or Apt

Genoa (City) | NV (State) | 89411 (Postal Code)

Email Address

Primary Phone | Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

5

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

same

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I have worked in corrective action for years, finding solutions for things I now nothing about. Interviewing the subject mater expert and doing research and benchmarking others.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

Every one has an opinion and are entitled to it. This taskforce should be a team effort.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

My job has been to review contracts from a quality aspect. What is required to happen and will the solution provide the anticipated results. List the problems and solve each one independently not a shot gun approach. Trained to look for the root cause.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Qualifications:

BS in Business and 30 years of working in various jobs in the Aerospace. Trained in various Corrective Action processes over 35 years.

Experience in Community Service:

Member of the Board for the Douglas County Republican Women, Member of the Board of the Douglas County Republican Central Committee, State Director of the Nevada Convention of States. Volunteer with Friends of Genoa

Affiliation with Technical / Professional Societies:

Past member of AOPA

Education Background and Degrees held, if any:

BS in Business, stressed on accounting, Private Pilot

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Lockheed, Rockwell, Northrop, MD Helicopter, MD Helicopter Mexico, Namo Tally, D3, and Goodrich

Attachments

Upload a Resume

could not find it

Review and Acknowledgement

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◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

home address

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of "See Attached or See Resume" will deem the application incomplete.

Terri A Huffman

e-signature

Terri A Huffman

Application Form

Profile

Harold (First Name) | V (Middle Initial) | Jesse (Last Name)

879 Foothill Road (Home Address) | (Suite or Apt)

Gardnerville (City) | NV (State) | 89460 (Postal Code)

hvjesse@yahoo.com (Email Address)

Mobile: (310) 999-7443 (Primary Phone) | (Alternate Phone)

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

9

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

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◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

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Not applicable

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

Wish to bring perspective to cost versus benefit of this utility to each taxpayer. Want to explore different funding approaches available In Nevada to build concensus that would pass muster of each taxpayer. when evaluating their cost versus the utility of this utility to them, i.e. it would pass a vote of the people for increased governmental taxation. Want to explore and reach concensus on reasonable assessment methodology that reflects actual floodwater contribution to utiliy needs, including water runoff, drainage, location relative to natural occuring stormwater flows, benefits, etc.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Harold V Jesse

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

Work to bring forth all ideas. Require each idea and concept have concrete supportive data. When a supported foundation is established, some controversies often disappear. Then seek compromise to maximize the common benefit and Return on Invesment (ROI).

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

Worked on Library Board of Trustee in the midst of a community controversy on a $20+ million expansion of a main library while concurrently planning to close to branch libraries, one historical, beloved by local community, though also needing some repairs and modifications. Won election with another person and worked with the three remaining incumbents to cut costs and improve contracts at main library while simultaneously not closing the branch libraries, but actually improving them without a budget increase. On another note worked with the Air Force as part of small contractor team to conceive of, plan, and cost what is now Falcon Air Force Base in Colorado. I was the person who costed the entire project which went ot Headquarters Air Force and Congress including military facility construction, and electronic, etc. fitout.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

(•) Yes ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Retired

Qualifications:

Have held various management positions designing space systems and their costs working at TRW, Inc., Northrop Grumman, and Aerospace Corporation, all of which entailed interactions with other companies and personnel. Also served the community through volunteer work on the Palos Verdes Library Board of Trustees

Experience in Community Service:

Board of Trustees mentioned above. To the extent it can be considered community service, I also served in a US Army PSYOP Reserve unit in Long Beach, CA after my active duty service.

Affiliation with Technical / Professional Societies:

Tau Beta Pi (Engineering Honorary) Eta Kappa Nu (Electrical Engineering) Corporately: Affirmative Action Committee, 3 Sigma Committee, Capability Maturity Model Integrated Committee. Latter is focused to lowest cost of highest quality and maturity of software and, beyond that, the integration of the entire system.

Education Background and Degrees held, if any:

Professional Engineer's Degree (doctorate), Massachusetts Institute of Tecnology Master of Science, Rensselaer Polytechnic Institute Bachelor of Science, Rensselaer Polytechnic Institute (valecdictorian)

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Upload a Resume

Review and Acknowledgement

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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

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e-signature

Harold V Jesse 7July2026

Application Form

Profile

Jonathan (First Name) | J (Middle Initial) | Lang (Last Name)

560 Genoa Ln (Home Address) | (Suite or Apt)

MInden (City) | NV (State) | 89423 (Postal Code)

jlang88@sbcglobal.net (Email Address)

Mobile: (775) 843-7039 (Primary Phone) | (Alternate Phone)

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

5 years

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

N/A

Jonathan J Lang

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I am interested in serving on the Stormwater Utility Task Force because I have a strong commitment to protecting Douglas County's natural resources, infrastructure, and quality of life. As a rancher and law enforcement officer, former firefighter, and someone with experience in the legal field, I understand the importance of balancing responsible land stewardship, public safety, and sound decision-making. In addition, I am well versed in the Alpine Decree and have a strong appreciation for the complexities of water rights and water management in our region. I welcome the opportunity to help develop recommendations that are practical, sustainable, and in the best interest of our community. I would bring a practical, solutions-oriented perspective to the discussion. My background has taught me the value of listening to diverse viewpoints, evaluating issues from multiple angles, and making decisions that are fair, fiscally responsible, and based on facts. Ranching has given me firsthand experience with land and water management, while my public safety and legal experience have reinforced the importance of planning, accountability, and collaboration. My familiarity with the Alpine Decree also provides an understanding of the legal and historical framework that influences water management decisions in Douglas County. I would work collaboratively with fellow Task Force members to develop recommendations that protect our natural resources, respect existing water rights, and make responsible use of public funds.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Agricultural Producer/Ditch Committee Stakeholders

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

Throughout my careers in ranching, firefighting, law enforcement, and the legal field, I have worked with people from a wide range of backgrounds and perspectives. I understand that productive discussions often involve differing opinions, especially when decisions affect an entire community. My approach is to listen carefully, ask questions to fully understand other viewpoints, and treat everyone with respect, even when we disagree. I believe the best decisions are made by focusing on facts, applicable laws and regulations, and the long-term interests of the community rather than personal opinions. I am comfortable expressing my views while remaining open to new information and reasonable compromise. My goal is not to "win" an argument but to help the Task Force reach well-informed recommendations that balance environmental stewardship, fiscal responsibility, property rights, and the needs of Douglas County residents. I value collaboration and believe that respectful dialogue leads to stronger, more durable solutions.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

Throughout my career, I have regularly evaluated complex information involving legal requirements, public safety, land management, and water resources before making recommendations or decisions. For the past year and a half, I have been meeting with the Stormwater Division and providing input and advice where appropriate on issues affecting stormwater management. This experience has given me a better understanding of the technical, financial, and policy considerations involved, as well as the importance of balancing regulatory requirements with the practical needs of Douglas County residents and property owners. My work involving the Alpine Decree and water rights has also required reviewing legal documents, historical water rights, technical information, and the practical impacts on landowners and the community. My approach is to gather the relevant facts, consult knowledgeable experts when appropriate, and carefully evaluate the long-term consequences of different options before reaching a recommendation. Whether in my work as a rancher, firefighter, in law enforcement, or in the legal field, I have learned that sound decisions come from careful analysis, open communication, and a willingness to consider multiple perspectives. I would bring that same disciplined, collaborative, and solutions-oriented approach to reviewing the technical, financial, and policy information presented to the Stormwater Utility Task Force.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

(•) Yes ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Rancher / Ranch Manager

Qualifications:

I offer a unique combination of experience in ranching, public safety, law enforcement, and the legal field, providing both practical and analytical perspectives on issues affecting Douglas County. I am well versed in the Alpine Decree and local water rights, with an understanding of the legal, historical, and operational considerations that influence water management decisions. My qualifications also include extensive training and experience in emergency management, including FEMA emergency management coursework and incident response. Throughout my career, I have been responsible for evaluating complex situations, assessing risk, coordinating with multiple agencies, and making informed decisions under pressure. In addition, my experience with court proceedings has strengthened my ability to analyze evidence, interpret laws and regulations, communicate effectively, and present well-reasoned recommendations supported by facts. These experiences have prepared me to review technical, financial, and policy information objectively, consider diverse perspectives, and contribute to practical, fiscally responsible, and legally sound recommendations for the benefit of Douglas County and its residents.

Experience in Community Service:

My career has been centered on public service and serving the residents of various different counties. Through my work as a firefighter and in law enforcement, I have worked closely with the community to protect public safety, respond to emergencies, and help solve problems under challenging circumstances. As a rancher, I have remained actively engaged in the stewardship of our land and water resources and understand the importance of preserving them for future generations. Over the past year and a half, I have also worked with the Douglas County Stormwater Division by attending meetings and providing input and advice where appropriate on stormwater-related issues. My familiarity with the Alpine Decree and local water management has allowed me to contribute a practical perspective on matters affecting both property owners and the broader community. I believe community service is about listening, collaborating, and helping find practical solutions that benefit everyone. I would bring that same commitment to serving on the Stormwater Utility Task Force.

Affiliation with Technical / Professional Societies:

I do not have any professional affiliations at this time.

Education Background and Degrees held, if any:

I am a graduate of the University of Nevada, Reno, with a Bachelor’s degree in Psychology and a minor in Sociology and Substance Abuse Treatment. My academic background provided a strong foundation in human behavior, social systems, and community dynamics, all of which are valuable in understanding and working with diverse populations and stakeholder interests. In addition to my formal education, I have extensive training and coursework in Emergency Management through FEMA, including incident command and disaster response principles. This training, combined with my professional experience in ranching, firefighting, law enforcement, and the legal field, has provided me with a practical understanding of emergency response, risk assessment, regulatory frameworks, and coordinated multi-agency operations. Together, my education and professional experience have prepared me to analyze complex issues, communicate effectively, and contribute thoughtful, balanced perspectives in support of sound public policy and community decision-making.

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

I appreciate the opportunity to be considered for service on the Stormwater Utility Task Force. I am committed to working collaboratively with other members to develop practical, balanced, and fiscally responsible recommendations that serve the long-term interests of Douglas County. I bring a combination of field experience, academic training, and professional background in public safety, law, and emergency management, along with ongoing engagement with the Douglas County Stormwater Division. I value transparency, accountability, and respect for differing viewpoints, and I believe these principles are essential to developing effective and durable public policy. I would be honored to contribute my time and experience to support the County in addressing current and future stormwater challenges.

Attachments

Upload a Resume

Review and Acknowledgement

ACKNOWLEDGEMENT AND RELEASE OF PUBLIC INFORMATION AND WAIVER OF NOTICE

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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of "See Attached or See Resume" will deem the application incomplete.

e-signature

Jonathan Lang 06/30/2026

Application Form

Profile

Lennie
First Name

Middle Initial

Lerg
Last Name

2642 Wade Street
Home Address

Suite or Apt

MINDEN
City

NV
State

89423
Postal Code

llergjr@gmail.com
Email Address

Home: (775) 546-3976
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

18

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

2525 Starbucks Way Minden, NV 89423

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

As a resident and business operator in the county I understand not only the concerns from our local community on sensitive subjects such as additional taxes, but also as a business person having the proper infrastructure in place for safe operations. There needs to be protections put in place for both sides and in my opinion strict guidelines that policymakers should have to not overburden businesses, be equitable amongst tax payers, and scrutinized on an annual basis. In keeping this short my goal is to provide insight as both resident and business person, and to provide recommendations to allow for a safe community and accountability for policymakers.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner
- [x] Business/Commercial/Industrial Property Owners

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

As a business leader in this community who employs more than 300 people this is something that I do on a daily basis. The key is to show empathy to every person you interact with and meet them where they are at. I certainly don't know everything and the only way to learn is to listen to different perspectives and ask clarifying questions to make sure they know that you are genuinely interested in their perspective. This doesn't mean that you have to agree with everything that person is saying, but it allows constructive conversation where other don't feel attacked. Also, I have a 16 year old daughter. So when I day at work when everything goes perfectly, I get to come home to the one person that never agrees with anything that I say. I have yet to solve that one though.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I manage a $63M budget on a daily basis and just completed an $88M automation project in the last 18 months. I am constantly making decisions that impact our operation financially and these include: staffing, inventory management, business strategy, equipment maintenance, capital project management, and risk mitigation. Most recently I drove the decision to decommission our legacy order processing equipment and had to validate a $225k spend to our executive team. The approach I took was that this project will be self funded by other efficiencies we can control as an operation, but is necessary to create more space for our operation as the business grows will be needed for inventory storage.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

- (•) Yes
- ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Director, Distribution Operations

Qualifications:

20 year Starbucks partner with entire tenure at Carson Valley Roasting Plant and Distribution Center. I currently am the director for our distribution operations with a staff of over 300 partners, contingent workers, and external professional service provider who maintain our automated picking system. Reviewing opportunities, driving decisions, leading teams, refining processes, holding people accountable, and moving quickly are things that I do on a daily basis and thrive in.

Experience in Community Service:

In my role with Starbucks it is my responsibility to make sure we are a good steward in the community. We show up in different ways whether it is monetary donations, Starbucks products to local non-profit organizations, and volunteering within the community.

Affiliation with Technical / Professional Societies:

I am a board member with the Business Council Douglas County, due to my role with Starbucks.

Education Background and Degrees held, if any:

I have a bachelor's degree from the University of Nevada in Business with an emphasis in Supply Chain Management, 2006.

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Lennie_Lerg_Resume_4-22-2026.docx
Upload a Resume

Review and Acknowledgement

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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

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e-signature

Lennie Lerg

Lennie Lerg

(775)546-3976♦ llergjr@gmail.com♦ Minden, NV

Supply chain, Distribution, and people/team development leader with more than 20 years of safe and successful operational execution experience in support fulfillment to retail and a CPG multi-channel industry. Strong track record of demonstrated results achieved through building and motivating high performing teams, driving business transformation, and by fostering continuous improvement initiatives. Experience includes Strategy, Leadership Development, Operational Management & Implementation, Production & Inventory Control, 3PL Management, Capital Project Management, as well as Diversity/Disability Inclusion program implementation.

Core Proficiencies: Supply Chain | Logistics | WES/WMS | Automation Selection/Implementation | Cost Reduction | Benchmarking & Reporting | Operations Improvement

Experience

Starbucks Coffee Company Minden, NV

Interim Director of Distribution Nov 2022 – Feb 2023

Director of Distribution Feb 2023-Present

- Leader of overall operations of Starbucks Carson Valley 900k sq/ft distribution center including $60M annual operating plan, over 300 full-time employees, 18M total picks per year across
- Built onsite team to support site capital projects, continuous improvement initiatives, support business systems, and data analytics to provide reporting capabilities to operations
- Leads management team consisting of 12 supervisors, 3 sr. supervisors, 4 operations managers, 1 sr. operations manager, and 1 continuous improvement manager
- Led implementation of $80+ million automation project that will double throughput capacity while reducing labor needs by 55%
- Responsible for change management program for post-automation transition plan
- Co-led contract negotiations for resident maintenance program for new site automations
- Supports strategic network distribution capacity projects for future growth of the business
- Project team leader supporting the development of employee-facing site metrics to drive overall Starbucks supply chain strategy goals with operational cadenced reviews to track performance trends across multiple distribution centers in network

Senior Distribution Operations Manager Dec 2016 – Feb 2023

- Led the day-to-day operations of a 900k SQFT automated distribution center servicing 2500 stores consisting of company owned and licensed stores, international customers, CPG/FMCG, and Food Service
- Plan, build, and manage a $35M facility annual operating budget with a 3% cost savings per annual cycle
- Responsible for the safety and wellbeing of 300+ FTE's both Starbucks partners and Contingent workers (CW)
- Led a management team consisting of 12 supervisors, 3 senior supervisors and 3 operations managers
- Leadership Development – promoted 5 leaders to next level roles through mentoring and guidance
- Supported build out of an additional 710,000 SQFT to current facility while maintaining service levels and quality standards
- Temporarily led 3PL operation in Auburn, WA. in addition to maintaining onsite leadership responsibilities
- Implemented Pick to Light, WES, and packing consolidation upgrade that increased the throughput capacity of the outbound operation by 15%
- Spearheading sustainability initiatives to reduce the carbon footprint of the distribution center

Starbucks Coffee Company Minden, NV

Distribution Operations Manager Dec 2012 – Dec 2016

- Led outbound operations team and all business units to both internal and external customers
- Responsible for the safety and wellbeing of 220 partners
- Strategic Management focus including future growth of the business and site development to support growth
- Leadership development and mentoring of eight outbound supervisors and one senior transportation analyst
- Operations support lead for WMOS 2015 implementation
- Start up support of 2 new 3PL providers within the network

- Maintain strong culture of trust and appreciation while building strong relationships across organization
- Managed relationship with 3PL provider processing CPG business and overflow inventory storage
- Implemented change management process with sister D.C. to roll out labor management in most effective way to ensure buy in and understanding from all employees
- Decreased cost per case year over year at an average rate of 3% through continuous improvement initiatives
- Supported the development of the company's first Disability & Inclusion focused on supply chain operations

Starbucks Coffee Company Minden, NV
1st Shift Outbound/Inventory Control Supervisor Apr 2008 – Dec 2012

- Managed day to day inventory control functions including cycle counting, packaging, and shipping supplies, and daily flow of goods from offsite facilities all while driving safety as a top priority.
- Assisted in setting direction to lead a team of up to 60 Starbucks partners and contingent labor force in processing daily company operated orders
- Actively communicated daily to senior leadership both locally and at our Seattle support center to maintain visibility to daily operations
- Led inventory control team through ABC cycle count certifications to sunset year-end physical inventory requirements
- Developed and implemented 4–10-hour shift schedules across 6 days to increase capacity and meet business requirements
- Project lead for recyclable tote project in 2009 and site project lead for implementing grocery, food service, and license store business units
- Team back up to operations manager while on assignment for six months at our sister plant in York, PA every other week from January 2012 to May 2012

Starbucks Coffee Company Minden, NV
3rd Shift Outbound Supervisor Dec 2006 – Apr 2008

- Led a group of up to 60 Starbucks partners and contingent labor that focused on processing company operated orders
- Responsible for onboarding and training of all new distribution partners in picking, palletizing, replenishment, and loading functions
- Ensured distribution center compliance as well as plan standards on HACCP, safety, and GMP's
- Successfully navigated difficult situations with little to no senior leadership support on night shift
- Developed rotating 4-10 schedule to both meet the needs of our customers and maximize labor efficiencies

Starbucks Coffee Company Minden, NV
3rd Shift Distribution Lead Jul 2006- Dec 2006

- Directly responsible for flow of goods in our outbound picking and pallet building operation and delegated resources to ensure most efficient productivity in processing daily retail orders
- Worked with a team of up to 45 picking and 8 specialists to safely complete all daily volume

Education

University of Nevada Reno Reno, NV
B.S. in Business Administration Supply Chain Management May 2006

Application Form

Profile

Bayan (First Name) | (Middle Initial) | Lewis (Last Name)

1825 Crockett Lane (Home Address) | (Suite or Apt)

Gardnerville (City) | NV (State) | 89410 (Postal Code)

bayanlewis@gmail.com (Email Address)

Home: (775) 782-8068 (Primary Phone) | (Alternate Phone)

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

23

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

1825 Crockett Lane, Gardnerville

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

With the recent reversal of proposed flood tax, I want to be involved in future plans. I live on over 2 acres, have mitigated flood issues and the county installed culverts.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

Respect, active listening and consideration of other perspectives is key.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

Being the Chief of Police of the Los Angeles Police Dept provided me many opportunities to review and decide and recommend on technical, financial and policy information of very complex issues.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

(•) Yes ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Retired Law Enforcement

Qualifications:

40 plus years Law Enforcement experience. Experience in police communications systems and City Emergency Operations Centers.

Experience in Community Service:

Three years as a Commissioner on the Douglas County 9-11 Surcharge Committee. Associate member on the Douglas County LEPC Committee (Disaster Preparedness).

Affiliation with Technical / Professional Societies:

None

Education Background and Degrees held, if any:

BS Public Administration, Pepperdine College (LA) , Post grad work USC. Graduate US Army Command and General Staff College. California Teaching credential.

Do you anticipate any potential conflicts of interest?

( ) Yes (•) No

Please explain:

Additional Comments:

Attachments

Chief_Bayan_Lewis_Bio.Jan_2022.doc
Upload a Resume

Review and Acknowledgement

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(●) Yes ( ) No

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e-signature

Bayan Lewis

Bayan Lewis

Bayan Lewis, Chief of Police, LAPD/LA County, *Retired*
(775) 901-1626 bayanlewis@gmail.com

Chief Bayan Lewis spent 40 years in Law Enforcement, retiring in 2003 as Chief of Police of the Los Angeles County Police, where he held that position for 5 ½ years. Prior to his time with LA County, he spent 34 years in the Los Angeles Police Department (LAPD), retiring in 1997 as the Interim Chief of Police. Bayan joined the United States Army in 1964, and remained within the California National Guard until 1988, when he retired as a Lieutenant Colonel. He had assignments in Infantry, Armor, and was the Division Provost Marshal when he retired. Bayan holds a Bachelor of Science in Public Administration from Pepperdine University, LA, California and graduated from the United States Army Command and General Staff College. He also completed graduate studies in Public Administration at the University of Southern California.

Preceding his appointment as Interim Chief of Police of LAPD, he was Assistant Chief, Director of Operations, where he was responsible for the management and leadership of some 85% of the department, including all patrol and most detective functions. Prior to his appointment as Assistant Chief, he held a variety of key positions such as the commanding officer of Anti-Terrorist Division; and Commander of Uniformed Service Group which included S.W.A.T., K-9, Air Support, METRO, and Tactical Planning. He was also a Deputy Chief of Headquarters Bureau which included all specialized detectives and emergency planning. In this position he was instrumental in developing the Dept. wide tactical training following the 1992 civil unrest, including the mobile field force concept. He established protocols for the LA City Emergency Operations Center and implemented the Joint Command System, and developed the technical processes and standards of curriculum of the LAPD recruit training division. He initiated the City Emergency Preparedness Cadre which eventually became the Emergency Preparedness Department.

He was the Dept. Commander, and City EOC Director for the first 25 hours of the Northridge earthquake. Additionally, he was the Dept. Commander for the follow-up trials for the Officers involved in the Rodney King incident, and was the Dept. Commander for the culmination of the O J Simpson trial. He was the Incident Commander for the North Hollywood Bank of America Robbery incident.

After his retirement from LAPD, he was specifically sought out by the Los Angeles County Board of Supervisors to merge three individual LA County police agencies into one cohesive department. He accomplished that goal and fashioned the newly formed LA County Office of Public Safety into one of the premier specialized law enforcement agencies in Southern California. Within that agency he established the first law enforcement agency-specific team for nuclear/chemical/biological response including equipment, tactics and training.

In 2005, Bayan was contracted by the Los Angeles World Airport (LAWA) to provide management review for airport security operations, including the LAWA Police Department. The focus areas consisted of the review and revision of policies, emergency management procedures and related training. Recognizing his knowledge and leadership, the LAWA Executive Staff subsequently appointed him as Interim Director of Safety Services until they could fill that position with a permanent, qualified individual. He spent the succeeding 1 ½ years in that role for all four of the Los Angeles City Airports and was the point of contact for the Federal Bio-Watch Agency in preparation for placement of biological monitoring devices within the City of LA. Chief Lewis formed the Airport Security Advisory Committee (ASAC) to develop a comprehensive all-hazard emergency management program including shared intelligence and counter-terrorism procedures. Key to this effort was the collaboration and information sharing between LAWA and TSA, FBI, LAFD, LAPD, the Customs and Border Protection and others. The ASAC provided an organized and structured format for all key emergency responders to plan, train and develop integrated, multi-agency responses for all-hazards. ASAC provided the definition of the various roles and responsibilities for major critical incidents including terrorism, and the development of a joint intelligence sharing process.

Since 1992, he has conducted training on emergency management and planning for Narcotics Interdiction Control Institute and is currently an integral part of the training team for the California Specialized Training Institute, Office of Emergency Services (CSTI), providing emergency management policy and procedures to police and city agencies all over California. Bayan has a California lifetime teaching credential. He has instructed in emergency management for FEMA and continues to consult on police leadership, risk management, and moral and ethical issues in law enforcement. Bayan continues to provide training to police agencies on various administrative and supervisory topics such as ethics, leadership, and critical incident investigations. He has provided that training to Douglas County Sheriffs, University of Cincinnati Police Dept., and the Boulder Colorado Police Dept.

Application Form

Profile

Michael
First Name

J
Middle Initial

May
Last Name

1440 Walkerview rd
Home Address

Suite or Apt

Wellington
City

NV
State

89444
Postal Code

rigginville@gmail.com
Email Address

Mobile: (775) 492-9645
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

58

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

no

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

45 years of storm water experience in the field in Douglas county & lived at buckeye creek for 50 years

Michael J May

Question applies to Stormwater Task Force

Stakeholder Representation *

☑ Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

with consideration and a open mind

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

storm water detention basin justice center - box culvert crossing @ Eastvalley rd. & buckeye creek - numerus flood mitigations in Douglas County over the past 50 years

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

construction operator

Qualifications:

storm water management , construction and mitigation

Experience in Community Service:

building a safer community thru Douglas County Development

Affiliation with Technical / Professional Societies:

none

Education Background and Degrees held, if any:

Douglas Highschool Graduate - associates degree in animal science & general agriculture

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Michael J May

Please explain:

Additional Comments:

my only concern is the time the task force will meet ? i have a full time job 7:00 am to 3:00pm monday thru friday - i cannot afford to miss work for this storm water task force

Attachments

Upload a Resume

Review and Acknowledgement

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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

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e-signature

Michael J May

Michael J May

Application Form

Profile

Scott
First Name

D
Middle Initial

Mcafee
Last Name

1760 Buckthorn CT
Home Address

Suite or Apt

MINDEN
City

NV
State

89423
Postal Code

scottmcafee2112@gmail.com
Email Address

Mobile: (775) 292-0139
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

8

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

Same as above.

Scott D Mcafee

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I'm interested in helping our community be better prepared for flood events. Over the course of my career in the National Flood Insurance Program, I was exposed to a pretty broad range of flood related hazard, risk, and solution situations. I'm interested in applying that knowledge locally.

Question applies to Stormwater Task Force

Stakeholder Representation *

☑ Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

I'm pretty good at listening to what people have to say and having a polite, non-confrontational discussion about it if I disagree.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I was on a number of contractor selection panels for flood and hazard mapping at the national level. These involved multi-million dollar contracts, and the proposals were often highly technical in nature with detailed finances. We'd have to evaluate the proposals within the procurement guidelines and make a recommendation to the selection official. I ended up serving as the Contract Officer Technical Representative for some of these contracts.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

GIS Analyst

Qualifications:

30 years in State (CA) and Federal government using Geospatial Information Systems for natural hazard evaluation and risk identification. Currently retired. Homeowner and resident of Douglas County.

Scott D Mcafee

Experience in Community Service:

Not a lot from a volunteer perspective. I'm hoping to get my feet wet here. I served on the Board of the Bay Area Automated Mapping Association for a while.

Affiliation with Technical / Professional Societies:

Certified Floodplain Manager (Association of State Floodplain Managers)

Education Background and Degrees held, if any:

BA UC Berkeley (English).

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Resume_Scott_McAfee_2026_1.doc
Upload a Resume

Review and Acknowledgement

ACKNOWLEDGEMENT AND RELEASE OF PUBLIC INFORMATION AND WAIVER OF NOTICE

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Scott D Mcafee

I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of “See Attached or See Resume" will deem the application incomplete.

e-signature

Scott McAfee 6/26/2026

Scott Douglas McAfee, CFM

1760 Buckthorn CT • Minden NV, 89423 • (775) 292-0139 • E-mail: scottmcafee2112@gmail.com

Education

1992 University of California, Berkeley (BA English)
1987 Polytechnic High School, Pasadena (HS diploma)

Experience

25 years supporting the National Flood Insurance Program (NFIP) at FEMA Headquarters.

30 years using GIS and data analytics to support hazard identification, mitigation, risk reduction, and disaster response and recovery.

Certified Floodplain Manager (CFM) since 2012.

2001-2025 **Department of Homeland Security** – FEMA – (GS-14)

Flood Insurance Directorate (2016-2025)

National Flood Insurance Program (NFIP) data analyst

- Used GIS, online mapping applications, and data analytics to answer questions for leadership, congress, the media, state and local government, and the public regarding flood insurance and NFIP programs.
- Led and participated on teams for major procurement actions (FEMA Map Service Center, Flood Map Modernization)
- Modeled losses from flooding disasters and supported NFIP storm response
- Subject matter expert on NFIP communities, Repetitive Loss Properties, insurance penetration rates, and flood insurance policy.
- Published NFIP datasets to OpenFEMA
- Represented DHS and FEMA on the FGDC Coordination Group and Homeland Security Working Group; Geospatial One-Stop and the Open GIS Consortium.
- Contributor/Participant in the National Digital Elevation Program and the National Digital Orthophotography Program (NDEP and NDOP)
- ESRI enterprise account administrator FEMA's Mitigation Division
- GIS and Remote sensing coordinator for FEMA HQ disaster response

Project Management Experience

- Served as Project manager for *Natural and Technological Hazards* and *Special Projects* sections of Flood Map Modernization contract ($2M+ budget)
- Served as Project Officer for the *Multihazard Mapping Initiative*, a web-based map viewer and web map services site
- Originated and managed the development of ANSI INCITs-415, a standard for emergency management map symbols
- Participated in Capital Planning process for FEMA's Flood Map Modernization
- Skilled in executing various contract responsibilities for FEMA Mitigation, including budgeting, scoping, and monitoring contracts

- Experienced with contracting procedures and regulations, Interagency Agreements, and contractor selection through competitive procurements (including performance based contracts)

Geospatial Policy Experience

- Excellent written and verbal skills; experience writing geospatial policy and directly advising staff and management about geospatial issues
- Provided technical and policy support for HAZUS, Mitigation's risk assessment model
- Participated in various grant review activities, including geospatial specific grant programs
- Experience representing the agency regarding geospatial initiatives

1/90-12/00 **California Office of Emergency Services**, Earthquake Program, Coastal Region

1/94-12/99 **Research Analyst II: Geographic Information Systems (GIS)**

- Coordination with GIS staff of OES and other agencies to acquire data, collaborate on projects, and build infrastructure
- Designed and implemented various GIS projects and work program tasks for disaster planning, response, and recovery
- Extensive field GIS experience in a disaster response (Incident Command System) environment
- Application of GIS to California disaster response including El Niño storms of '98, floods of '97 and '95, Northridge Earthquake of '94, and various wildfires
- Administration, maintenance, and development of GIS systems

Skills

Mapping: Mastery of ArcGIS pro, ArcMap, and PostGIS. Adept in a variety of other environments such as QGIS, Oracle Spatial

Coding: SQL, Python.

People: Plays nice with others. Excellent social and organizational skills

Project Management: Experienced in planning, budgeting, leading, and communicating projects and activities to technical staff, managers, and outreach staff

Communications: Good presentation skills, including ability to work with scientists, engineers, technicians, general public, and managers

Software: ArcView, Spatial Analyst, 3D Analyst, HAZUS; Visual Basic; various graphics programs; MS Office; HTML and web development experience

Affiliations

- Coordination with FEMA HQ and Regional Floodplain Management, Insurance, and Mapping staff
- Founded and led the FEMA Resilience Geospatial Social Club
- Federal Geographic Data Committee (FGDC) Coordination Group rep. for FEMA
- FGDC Homeland Security Working Group and chair of Symbol Subgroup
- FEMA GIS Working Group and DHS Geospatial Working Group and Standards Subcommittee
- FEMA contact for the Geospatial One-Stop Initiative
- FEMA representative for the Geospatial Line of Business initiative

Awards

- Recognition from FEMA director for work performed during September 11th
- Recognition from FEMA for supporting HAZUS while with California OES
- Commendation from the director California OES for service in GIS
- Recognition of Service on the Board of the Bay Area Automated Mapping Association

Application Form

Profile

Timothy
First Name

J
Middle Initial

Mccoy
Last Name

2403 Genoa Meadows Circle
Home Address

POB 355
Suite or Apt

Genoa
City

NV
State

89411
Postal Code

timothymccoy2020@gmail.com
Email Address

Home: (916) 420-0829
Primary Phone

Mobile: (916) 206-5800
Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

7

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

N/A

Timothy J Mccoy

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

My perspective would be one of experience with surface water runoff concerns. As the airport manager for Yuba County, CA I led the team of elected officials and contracted construction organizations to complete a $5M airport project that eliminated apron surface flooding and expanded private and commercial aviation/business opportunities. A corollary project eliminated storm water runoff from flooding rented hangars and damaging private aircraft. As the Director of Public Works for Lathrop, CA I was a voting member of San Joaquin County's Sustainable Groundwater Management Act JPA to safeguard the water resources for the fastest growing city in Northern California.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

When managed appropriately, a panel with differing opinions can lead to the best outcome. Listening, and taking notes, is an effective way to identify all aspects of the topic in question/challenge at hand. My approach is ensuring every party has the opportunity to fully explain their position and, if a vote is necessary, the majority view is adopted with dissenting opinions fully documented.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I developed the strategic roadmap to complete $84M in a community-wide Capital Improvement Program which included solving interagency working relations/communications between Army Corp of Engineers and end users. I created a task force of engineers, business analysts and supervisors to overcome construction problems and provided a detailed critical path analysis and tactical direction to engineers and Army Corp leadership. Through weekly production metrics and project funding updates, I eliminated bureaucratic roadblocks.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

- (•) Yes
- ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Retired military and Federal Government

Timothy J Mccoy

Qualifications:

Overall, 35 years of creating and leading complex teams from diverse backgrounds and possessing a variety of professional skills. Within this time, 30 years of program and project management and 16 years federal government experience managing daily operations, developing detailed budgets for construction, payroll, and maintenance. Over 14 years of community planning, effective land use, environmental compliance, purchasing, contract negotiations, structural renovations, fleet and logistics management with 16 years partnering with municipal, state and federal leaders.

Experience in Community Service:

Formerly the Vice Chair of Douglas County's Audit Committee. American Public Works Association Transportation Project of the Year Award Excellence in Government Award for GS-14s, Buffalo Federal Executive Board President’s (POTUS) Volunteer Service “Gold” Award for community service

Affiliation with Technical / Professional Societies:

Project Management Certification, Rockhurst University AFSO-21 Lean Process Improvement Greenbelt Project Management Institute, #5296372

Education Background and Degrees held, if any:

Master of Science in Industry and Technology, Texas A&M University Bachelor of Science in Business, Richard Stockton University

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

AA1.2.docx
Upload a Resume

Resume

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e-signature

Timothy John McCoy, June 23, 2026

Timothy J. McCoy
2403 Genoa Meadows Circle
Genoa, NV 89411
916-206-5800
timothymccoy2020@gmail.com

Profile – Overall, 35 years of creating and leading complex teams from diverse backgrounds and possessing a variety of professional skills. Within this time, 30 years of program and project management and 16 years federal government experience managing daily operations, developing detailed budgets for construction, payroll, and maintenance. Over 14 years of community planning, effective land use, environmental compliance, purchasing, contract negotiations, structural renovations, fleet and logistics management with 16 years partnering with municipal, state and federal leaders.

Education

- Master of Science in Industry and Technology, Texas A&M University
- Bachelor of Science in Business, Richard Stockton University

Professional Experience

Director, Administrative Services and Purchasing Agent, Yuba County, CA, January 2018 – December 2019

- Directed 5 divisions: Administration, Real Estate, Fleet Management, Acquisitions, Airport Operations
- Developed a $17M annual payroll budget for engineers, operators, inspectors, administration and consultants
- Managed a $46 million Capital Improvement Program focused on detention facilities and airport improvements
- Led a 25-member team including 3 direct reports responsible for daily production and program execution
- Managed a 77-vehicle fleet; fuel savings, replacement rotation, scheduled maintenance, driver training
- Property professional--real estate sales, lease negotiations, contracts, building renovation, ADA compliance
- Purchasing agent--goods, services, commodities, statistical analysis, cooperative purchasing agreements
- Building maintenance--responsible for 738,759 square feet of office, judicial, client service, and detention space

- Project Manager
  - Airport apron; $5M project installed new drainage, concrete and tie downs for business jet operations
  - Negotiated 2 contract extensions with Teichert Construction to meet FAA-specific requirements
  - Coordinated $250K FAA funding increase to cover unforeseen subsurface construction obstacles
  - Negotiated 4 change orders, approved design changes & secured municipal/federal agency concurrence
  - Eliminated apron surface flooding and expanded private and commercial aviation/business opportunities

- Project Manager
  - Youth rehabilitation facility; $21M project providing modern housing, education, healthcare counseling
  - Cleared title and reassigned financial obligations allowing bond sales to fund project construction
  - Represented the counties to the State Public Works Board/Board of State and Community Corrections
  - Negotiated Project Delivery and Construction Agreement with California Department of Finance
  - Coordinated the Real Estate Due Diligence Letter from the Departments of Finance & General Services
  - Secured ground lease from the Department of Finance/Department of Corrections and Rehabilitation
  - Created financing/auditing process providing transparency/accountability to state corrections agencies
  - Notice To Proceed scheduled for July 2020

- Project Manager
  - Medical and Mental Health Facility; $20M building expansion providing broader patient services
  - Cleared title and reassigned financial obligations allowing bond sales to fund project construction
  - Negotiated Project Delivery and Construction Agreement with California Department of Finance
  - Coordinated the Real Estate Due Diligence Letter from the Departments of Finance & General Services
  - Secured ground lease from the Department of Finance and Board of State and Community Corrections
  - Created financing/auditing process providing transparency/accountability for state and federal agencies
  - Notice To Proceed scheduled for July 2020

- Supply Chain Manager
  - Risk mitigation--consolidated purchasing and billing; maintained alternate resources for emergencies
  - Cost reduction through cooperative purchasing--reduced both cash outlay and invoice processing time
  - Employed pre-competitively bid contracts with established vendors--reduced purchase time by 90 days
  - Data/metrics driven decision making--employed Pareto /trending analyses for favorable pricing
  - Rebranded purchasing from an "expense" paradigm into a solutions provider and strategic partner
  - Rewrote purchasing manual; updated laws, replaced outdated procedures, end user design process
  - Formalized the bid opening process to avoid contractor protests

- Process improvement employing Lean strategies and gap analyses
  - Streamlined the Requests for Proposals (RFP) and Requests for Qualifications (RFQ) process
  - Standardized all formats, created language templates and developed a uniform Statement of Work
  - Eliminated time consuming legal/risk evaluations by providing standard formats for review/approval
  - Overall, reduced RFP/RFQ turnaround time from more than 2 months to less than 2 hours

- Project Manager for Physical Security
  - Installed electronic surveillance equipment to deny weapons entry into the Government Center
  - Positioned uniformed security personnel for building entry control point and roving patrols
  - Installed steel and concrete bollards in vulnerable entry and glass areas to prevent vehicle attacks
  - Installed security fencing around the Government Center to reduce vehicle vandalism
  - Screened 58,221 people in 12 months; prevented 7,297 weapons from entering the building
  - Installed mass notification system to alert and protect county employees during business hours

- Airport Manager
  - Eliminated debt by raising lease rates to achieve parity with other airports; debt free by year end
  - Repurposed underutilized buildings realizing the goal of "every building a profit center"
  - Improved physical security through fencing, key card access and pilot watch programs
  - Corrected 100% of FAA inspection write ups that were repeated for the previous 6 years
  - Negotiated disputes among fixed wing, ultralight and helicopter pilots vying for the same airspace
  - This is the first time in a decade with black ink in the accounting ledger at the end of the fiscal year

- Negotiator and Project Manager for Staples Business Advantage implementation
  - Employed spend aggregation analyses to centralize purchasing to garner additional rebate savings
  - Negotiated aggressive government rates below available competitor pricing
  - Reduced ordering/processing time through web-based ordering, focused training and online assistance
  - Reduced excess packaging waste over other delivery organizations by 15%
  - Achieved 17% savings over the patchwork of purchasing options previously in place

Director of Public Works, City of Lathrop, California, January 2016 – November 2017

- Directed 5 divisions: Public Works, Building, Code Enforcement, Land Development, Operations/Maintenance
- Developed a $10M annual payroll budget for engineers, operators, inspectors, administration and consultants
- Managed a $92 million Capital Improvement Program focused on roads, bridges, parks and water resources
- Led a 39-member team including 8 direct reports responsible for daily production and program execution
- Responsible for compliance with all federal, CEQA and local air quality, pollution, safety and water regulations
- Responsible for 14 Lighting and Landscape, Storm Drain, Assessment, Sanitary Sewer, and Water Districts
- Managed a 110-vehicle fleet, .75 MGD waste water plant, metals recycling and water conservation programs
- Directed operations for the 10 MGD potable water production facility serving more than 22,000 citizens
- Managed 10 consultant contracts for construction management, water, storm water and waste water treatment

- Program Manager for new business development, community integration, and logistics resourcing
  - Tesla campus improvements--streamlined construction and occupancy permitting processes
  - UPS--building inspection and permitting for 750,000 square foot logistics and operations center
  - Kraft Heinz--from initial management notification to occupancy permits in only 6 days

- Sharpe Army Depot--coordination with DoD to provide utilities for base wide revitalization
- Central Lathrop Specific Plan--423 lot housing project; small lot maps and subdivision improvements
- South Lathrop Specific Plan--4.1 million square feet of industrial and manufacturing space
- Simwon/MS Autotech--liaison with South Korean manufacturer for start up production and operations
- Pilot/Flying J--offsite improvements, coordinating subsurface sewer and expediting plans and permits

- Program Manager for capital improvements, land development and water/sewer management
  - Manthey Bridge--$24M realignment and replacement of a structurally deficient bridge
  - Waste Water plant expansion--$26M project to triple the capacity of the current facility
  - Lathrop Road widening--$10M project to expand a 2-lane arterial into a 4-lane traffic corridor
  - Construction inspection for the backbone of a master planned community of 11,000 homes
  - Integrated water, recycled water and wastewater master plan underpinning the City's General Plan

- Implemented effective communication strategies to eliminate personality-driven, emotionally charged conflicts
  - Developed trust between city government officials and real estate development financiers
  - Implemented monthly meetings with Staff and developers to improve service delivery workflows
  - Initiated in-person outreach to inform local citizens and craft the City's messaging to the public
  - Collaborated with political leaders to solve citywide issues to every citizen's benefit
  - Re-branded Public Works as a professional, adaptive and responsive business partner

- Introduced Process Improvement methods of Lean/Smart Operations 21 and Total Quality Management
  - Leveraged existing technology for state mandated reporting--eliminated 2/3 of the process steps
  - Lean Process Event to reduce the time from VTM to construction start--realized a 27% time savings
  - Rapid Improvement Event to streamline internal report creation--reduced turn around by 25%
  - Gap analysis to simplify building plan evaluation--shortened turnaround time by 1/3
  - Rapid Improvement Event to condense citywide report timing--reduced turn around by 33%

- Board Member of the San Joaquin Joint Powers Authority and the SGMA Working Group
  - Authored the documents to create the Lathrop Groundwater Sustainability Agency
  - Outlined the management structure and reporting responsibilities with staff and City Council
  - Negotiated the boundaries with 5 border agencies covering 2 over drafted sub-basins
  - Secured a voting membership on the San Joaquin Joint Powers Authority Board of Directors
  - Safeguarding the water resources for the fastest growing city in San Joaquin County

- Insisted on meeting federal/state/county compliance standards in every area of Public Works responsibility
  - Updated ADA compliance throughout the city--eliminated more than 400 sidewalk hazards
  - Brought the water treatment facility into hazardous material/waste compliance with county requirements
  - Repaired subsurface sewer/water infrastructure minimizing leaks and eliminating ground contamination
  - Coordinated with Northern CA Electrical Construction Industry to ensure workforce pay met standards
  - Hired new consultants to develop plans, methods, reports and training for storm water management

Senior Executive Officer/GS-14 - March Air Reserve Base, California, July 2012 – January 2016
- Developed and managed a $66M annual payroll budget to employ 1,832 military, civil service and contract staff
- Managed $84M construction, renovation and repair budget for 372 structures on the largest Reserve base
- Supervised $59M contract to maintain all roadways, grounds and landscaping covering 2,700 acres
- Supervised and mentored 19 direct report subordinates responsible for production and program execution
- Responsible for compliance with all federal, state and local air quality, pollution, safety and water regulations
- Managed a 300-vehicle transportation fleet, solid waste disposal yard and a metals recycling program
- Provided recreation, lodging, fitness and entertainment options to an extended neighborhood of 60,000 people

- Led a multi-disciplinary team that identified quality and leadership shortfalls for a $16 million runway project
  - Implemented detailed inspections of each runway section--Relayed video findings for expert analysis
  - Created process improvements, retrained construction personnel and replaced on-sight supervision
  - Developed a consensus of agreement and cooperation between 9 different using organizations

- Initiated a new critical path with performance milestones--Completed 3 weeks ahead of schedule

- Project Manager for designing, funding and constructing a new $16M air traffic control tower
  - Used existing designs but incorporated best practices from experienced construction managers
  - After final design approval, authorized only safety and best practice changes to the critical path
  - Implemented bi-weekly performance meetings to guide production and monitor funding
  - Completed project on budget and 7 months ahead of schedule

- Collaborated with city executives to develop cost-effective solutions for issues impacting community partners
  - Stabilized a storm channel that was undermining a major traffic hub connecting businesses and patrons
  - Eliminated safety and sanitation concerns for 5 hotels catering to business travelers and vacationers
  - Provided movies and concerts in the park that were safe, family-friendly and free to the public
  - Negotiated land realignment agreements and cost-sharing water management restoration projects

- Developed the strategic roadmap to complete $84M in a community-wide Capital Improvement Program
  - Solved interagency working relations/communications between Army Corp of Engineers and end user
  - Created a task force of engineers, business analysts and supervisors to overcome construction problems
  - Provided detailed critical path analysis and tactical direction to engineers and Army Corp leadership
  - Secured funding for all construction phases--Developed costing proposals and statements of work
  - Initiated weekly production metrics and project funding updates--Eliminated bureaucratic roadblocks
  - Developed and implemented creative solutions for acoustical anomalies throughout the installation

- Program Manager for capital improvements, community growth planning and land management
  - Water conservation through improved landscaping and ground wells--projects in design phase
  - Upgrading and replacing subsurface utilities--projects approved and awaiting design funding
  - Planned 15% population expansion--projects approved and funded with construction in 2016
  - Storm water channel project to reduce pollution and eliminate flooding--construction in 2016
  - Replace and upgrade HVAC and fire suppression for 372 buildings--projects in design

Senior Executive Officer/GS-14 - Niagara Falls Air Reserve Station, New York, March 2008 – July 2012
- Developed and managed a $25M payroll budget to employ 900 military, civil service and contract staff
- Managed $30M construction, renovation budget for 80 buildings housing Air Force tactical assets
- Supervised $46M contract to maintain all roadways, grounds and landscaping covering 900 acres
- Supervised, mentored, coached 15 direct report subordinates responsible for production and program execution
- Responsible for compliance with all federal, state and local air quality, pollution, safety and water regulations
- Provided recreation, lodging, fitness and customer service to an extended neighborhood of over 20,000 people

- Partnered with federal, state and municipal leaders to reduce cost and improve community standard of living
  - Saved local government $5M--Developed statistical usage ratio to cost-share airport runway repaving
  - Eliminated flooding threat to more than 200 single family homes through innovative water management
  - Mutual aide agreements between fire departments reduced local government costs for fire protection
  - Negotiated with town manager to resurface roads and install speed controls to safeguard children

- Briefed Senator Kristen Gillibrand and Congresswoman Louise Slaughter on needed community improvements
  - Provided a detailed, cost/benefit analysis outlining the requirements and advantages of each project
  - Garnered $45M in construction funding to co-locate similar operations and enhance community services
  - Completed 51 new construction and renovation projects valued at more than $27M in 12 months
  - Employed the local community, strengthened ties with political leaders, reduced energy consumption

- Partnered with Nevada-based engineers to manage 5 urban renewal projects in Paramaribo, Suriname
  - Evaluated logistical processes to identify planning, transportation and delivery inefficiencies
  - Streamlined medical equipment and supply delivery to hospitals serving remote rain forest populace
  - Briefed United States ambassador and Surinamese Chief of Defense on US construction capabilities
  - Official party for presenting 2 newly constructed schools to the Surinamese Minister of Education

506th Air Expeditionary Group Deputy Commander - Kirkuk Air Base, Iraq, Jan 2009 – May 2009

- Second in charge of the largest air hub in Northern Iraq enabling US Army ground combat operations
- Employed 400 multi-service forces in logistics, operations, construction, contracting and base defense
- Managed real estate planning, audited contractor performance and directed Emergency Operations Center

- Led the planning and construction teams that renovated the sewer and waste water disposal system
  - Led extensive review of existing underground infrastructure and supporting sewage lift stations
  - Secured necessary funding to replace the outdated pumps with standardized units and pipes
  - Initiated the purchase of additional standby pumps for installation to avoid a system shutdown
  - Acquired restroom facilities that met the unique requirements of the local population
  - Renovated system prevented inconvenient outages, contamination and environmental impacts

- Collaborated with Iraqi construction firms to build new facilities and renovate existing structures
  - Co-developed vacant land into a 50-unit single family community and renovated 2 apartment buildings
  - Introduced Iraqi business owners to project bidding, price negotiation and contracting processes
  - Taught construction firms the importance of building to safety codes and engineering specifications

- Partnered with a global construction and services corporation regarding management and metrics
  - Realigned negotiated facilities maintenance responsibilities IAW their contractual obligations
  - Performed a line-item audit of 6 construction projects involving 4 geographically separated locations
  - Identified and corrected $2M in construction and billing discrepancies in less than 4 months

- Provided municipal support to multi-national coalition, Department of State and United Nations organizations
  - Negotiated a land use agreement between a major construction firm and Special Forces operatives; salvaged a $13M radar project that controlled all commercial air traffic in Northern Iraq
  - Established agreements with US Army/Navy/Marines to provide welfare, housing and base services
  - Liaison to United Nations - Provided infrastructure and logistics for nation building efforts
  - Envoy for US Special Forces teams training Iraqi police on weapons and special tactics
  - Emissary to Provincial Reconstruction Team and the State Dept for security and diplomatic challenges

Senior Operations Officer/GS-13 - Beale Air Force Base, CA, April 2000 – March 2008

- Supervised 11 employees supporting more than 1,200 personnel in 6 subordinate units with an operating budget totaling $40M--Project manager for overseas operations, community support and environmental inspections
- Responsible for an $18 million budget for new construction and renovating existing multiuse structures

- Redesigned traffic flow, mass transit and parking plans after the terrorist attacks in September 2001
  - Implemented safe standoff distances between heavily populated structures and vehicle traffic routes
  - Installed mass transit bussing system throughout the campus to prevent explosives-laden vehicle attacks
  - Provided paved and lighted pathways for self-propelled traffic moving from remote parking areas
  - Enabled “Green” alternative golf carts, light duty trucks and 3-wheeled bicycles to move cargo

- Partnered with military and civilian engineers to win the President’s $1M award for Community Excellence
  - Coordinated with end users to define the project’s overall objectives, milestones and major tasks
  - Formed the design, implementation, funding and construction teams and assigned defined tasks
  - Identified the best qualified human resources from 3 separate labor and management suppliers
  - Provided oversight, evaluation and required course corrections throughout the execution phase
  - Completed community-wide improvements on budget and 2 weeks ahead of schedule

- Led the executive team to Chinandega, Nicaragua to plan and construct 5 urban development projects
  - Established host nation security, medical coverage and communications to safeguard 56 engineers
  - Negotiated with Nicaraguan officials for vehicle traffic routes, police escorts and secure supply chains
  - Implemented base camp bed down layout, prioritized work, equipment and supply delivery schedules
  - Initiated significant road and bridge improvements to ensure major construction operational timelines
  - Constructed 3 schools and 2 medical clinics in 4 months while improving the nation’s roadway system

Business Development and Contract Negotiations - First Health Corp, Sacramento, CA, Dec 1991 – Apr 2000

- Led the 5-member team that completed the only nation-wide chiropractic and physical therapy medical network
  - Inherited an untrained, unsuccessful and demoralized team from previous management
  - Developed new training materials, training schedules and provided personalized instruction
  - Created individual training plans that focused on stronger sales opening and closing techniques
  - Performed a market-by-market analysis and developed sales strategies that matched client needs
  - Produced detailed marketing materials that were tailored to the specific region of client interest
  - Result--Contracted with more providers in 6 months than the previous team had in the prior year

- Doubled the size and scope of the hospital networks in Alaska, Washington and Wyoming
  - Created a strategy based on the unique small market relationships between hospitals and patients
  - Employed pre-call, personal mailing, and then office visit approach--very successful in rural areas
  - Cultivated personal relationships that overcame the distrust created by previous sales teams
  - Pioneered the use of mathematical modeling to calculate cost/reimbursement savings ratios

Relevant Training

- Effective Negotiating Seminar, Karrass USA Ltd
- FEMA Incident Command System courses 100, 200, 300, 400, 700 and 800
- Enhanced Incident Management Course, Texas A&M University
- Seven Habits of Highly Effective People, Stephen R. Covey

Special Recognition

- Lance P. Sijan Leadership Award, United States Air Force
- Balchen-Post Award for small general aviation airports, Niagara Falls International Airport
- Small Transportation Project of the Year, ASCE, Sacramento
- American Public Works Association Transportation Project of the Year Award
- Excellence in Government Award for GS-14s, Buffalo Federal Executive Board
- John L. Hennessy Award for Food Service and Food Service Management Excellence
- President's (POTUS) Volunteer Service "Gold" Award for community service

Licenses and Certifications

- Instrument Rated Private Pilot
- Project Management Certification, Rockhurst University
- AFSO-21 Lean Process Improvement Greenbelt
- Project Management Institute, #5296372

Languages

- Spanish – Speech; Defense Language Institute rated
- French – Conversant

Application Form

Profile

James
First Name

R
Middle Initial

Mckalip
Last Name

720 Lassen way
Home Address

Suite or Apt

Gardnerville
City

NV
State

89460
Postal Code

jamesmckalip@gmail.com
Email Address

Mobile: (510) 915-1278
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

13

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

Same as above

James R Mckalip

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

Stormwater has been an unresolved issue in Douglas County for many years. I don't want to see this issue be kicked down the road again. Having served on the GRGID in a previous 4-year term, I am aware of how those stormwater issues were resolved.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

Listening and respecting the views of others

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

Throughout my career at Safeway Inc., particularly in my 16 years in Inventory Control, my experience on the Board of Equalization, Planning Commission, and the GRGID, evaluating complex information is integral to decision making.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

(•) Yes ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Retired from 34 years in the grocery industry, last 16 in inventory control.

Qualifications:

My 6 years on the Board of Equalization, evaluating applications to reduce assessed values. 4 years on the GRGID considering issues such as water and sewer Will Serve relating to development.

Experience in Community Service:

Panel to consider The County Manager. Panel to consider changes to Transferable Development Rights. Board of Equalization 2 terms, Planning Commission 2nd year, GRGID 4 years.

Affiliation with Technical / Professional Societies:

None

Education Background and Degrees held, if any:

High School Diploma 1 yr CSU Long Beach 1 yr San Francisco state.

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Upload a Resume

Review and Acknowledgement

ACKNOWLEDGEMENT AND RELEASE OF PUBLIC INFORMATION AND WAIVER OF NOTICE

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The undersigned hereby waives any and all rights to further notice of the above referenced public posting of information and any notice that may be required by the Nevada Public Records Law or Nevada's Open Meeting Law, and hereby consents to these actions.

I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of “See Attached or See Resume" will deem the application incomplete.

e-signature

James McKalip

Application Form

Profile

Cameron (First Name) | A (Middle Initial) | Mckay (Last Name)

1428 Muir Drive (Home Address) | Gardnerville (Suite or Apt)

Gardnerville (City) | NV (State) | 89460 (Postal Code)

lakeskater@msn.com (Email Address)

Home: (775) 790-0711 (Primary Phone) | (Alternate Phone)

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

38

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

1428 Muir Drive, Gardnerville, NV 89460

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I retired as the General Manager of Kingsbury GID and I am familiar with stormwater issues. I was part of a group of GID and town managers that attempted to start a stormwater utility a few years ago. I feel my past experience would help this Task Force to get pointed in the correct direction.

Question applies to Stormwater Task Force

Stakeholder Representation *

☑ Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

First of all, I listen to all opinions before I make a decision. With any type of decision, there is usually a point where we all must come together to have a mutually agreed upon decision. This may take some negotiation which I am open to.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

As a general manager of a GID, I was in charge of all budgeting, plan design, policy development, and technical development. I was the lead in a $20 million design-build water treatment plant, securing all funding and low-interest loans for this project.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Retired General Improvement District General Manager

Qualifications:

As the General Manager of the Kingsbury General Improvement District, (KGID), I was in charge of many erosion control/water quality projects in the Kingsbury area. I oversaw these projects from initial concept, through design, and completion of the project. All funding for these projects was through KGID. I feel my experience is valuable to this taskforce in order for them to make an equitable decision on the cost for all of the residents and businesses in Douglas County.

Experience in Community Service:

I have volunteered for the Nevada Rural Water Association Board for over 15 years and was on the National Rural Water Association Board for 6 years. I belonged to the Tahoe Douglas Rotary for 8 years.

Affiliation with Technical / Professional Societies:

None

Education Background and Degrees held, if any:

Associates degree in business management from Aberdeen University.

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Upload a Resume

Review and Acknowledgement

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◉ Yes ○ No

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e-signature

Cameron McKay 6/24/2026

Application Form

Profile

David
First Name

B
Middle Initial

Mercer
Last Name

1205 GOLDEN EAGLE CT.
Home Address

Suite or Apt

Gardnerville
City

NV
State

89410
Postal Code

latigocapitalinc@gmail.com
Email Address

Home: (818) 681-8237
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

5

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

NV no other property owned

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

As a property owner in Douglas County I have a vested interest in the future of our community. With over thirty years of experience in design, value engineering and construction of stormwater infrastructure I would bring a unique background in helping the Taskforce arrive at viable solutions to the communitywide problems facing the County. I have been the principal consultant for a civil engineering firm managing both public and private development projects throughout the southwest including in Douglas County.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

Having represented public agencies, private property owners and the development community I have a unique understanding of varying perspectives and agendas which require the ability to arrive at solutions that are equitable and fair. Finding common ground between conflicting parties is sometimes difficult however I have been successful in navigating these differences with many years of working with neighborhood associations and homeowners groups.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I have served as a Hearing Officer for a large city for over thirty years deciding land use and zoning requests. I was required to weigh the oftentimes conflicting wishes of the applicants and the community interests. Many of the cases i decided (over 300) were highly controversial and politically charged. I would often times be approached by residents after a hearing and they would say they were not really happy but i had been fair in my decision. My cases were rarely appealed to the City Council.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

- (•) Yes
- ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Retired

Qualifications:

Primary consultant for Civil Engineering firm. Extensive background in Stormwater system design including channels, storm drains, detention basins, hard and soft channels. stormwater pollution prevention plans. Primary emphasis on value engineering of alternative system design scenarios. Flood plain management and extensive coordination with FEMA

Experience in Community Service:

Served on local Planning Commission Docent for Historic State Park HOA board member

Affiliation with Technical / Professional Societies:

American Society of Civil Engineers AICP American Institute of Certified Planners AEP Association of Environmental Professionals

Education Background and Degrees held, if any:

Bachelor of Science in Urban and Regional Planning Graduate School of Business -Real Estate Program UCLA Professor, Land Development Procedures

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

I am currently retired and only represent myself.

Additional Comments:

Attachments

Upload a Resume

Review and Acknowledgement

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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of "See Attached or See Resume" will deem the application incomplete.

e-signature

David B. Mercer

Application Form

Profile

Frank (First Name) | J (Middle Initial) | Messina (Last Name)

1113 Secret Ct (Home Address) | (Suite or Apt)

Gardnerville (City) | NV (State) | 89460 (Postal Code)

hemicuda472@sbcglobal.net (Email Address)

Home: (530) 651-4980 (Primary Phone) | (Alternate Phone)

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

8

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

same

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

Living and caring about the county I would work with the team to bring clear thinking to solve the problems that will occur.

Frank J Messina

Question applies to Stormwater Task Force

Stakeholder Representation *

☑ Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

My goal is to make Douglas County the best it can be and will work with anybody to achieve it.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I was a business consultant and helped companies that were not profitable become profitable. From 1986 to 1999 ran my own business and sold it to a large corporation.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Retired

Qualifications:

Business owner and Business Consultant in California and Nevada.

Experience in Community Service:

None

Affiliation with Technical / Professional Societies:

None

Education Background and Degrees held, if any:

Two year business degree and years of owning and running small businesses that were profitable.

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

I would be there to work with people and get the job done.

Attachments

Upload a Resume

Review and Acknowledgement

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◉ Yes ○ No

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e-signature

Frank J Messina

Frank J Messina

Application Form

Profile

Salvatore
First Name

-
Middle Initial

Messina
Last Name

Home Address

Suite or Apt

Gardnerville
City

NV
State

89460
Postal Code

Email Address

Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

27

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

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◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

Yes

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I have lived here for 27Yrs, was a volunteer fire fighter for 5yrs, and have seen and have helped with a lot of the storm problems that we have here.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

I am open minded person willing to here what anyone has to say.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I have owned 4 different Business in my time with all different problems, I am a problem solver.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

(•) Yes ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Qualifications:

I have owned 4 different Business with success

Experience in Community Service:

Volunteer fire fighter for 5yrs

Affiliation with Technical / Professional Societies:

The Affiliation I have was with The Volunteer Fire Department.

Education Background and Degrees held, if any:

Been to school for Sheet Metal, welding and Business.

Do you anticipate any potential conflicts of interest?

( ) Yes (•) No

Please explain:

Additional Comments:

I am willing to help our community to solve any problems.

Attachments

Upload a Resume

Review and Acknowledgement

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I authorize the release and do not request redaction of any information.

○ Yes ◉ No

If you selected no please list what you would like to be redacted prior to public release:

Address & Phone #

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of "See Attached or See Resume" will deem the application incomplete.

e-signature

Salvatore Messina

Application Form

Profile

Marco (First Name) | A (Middle Initial) | Middione (Last Name)

1675 Windmill Rd (Home Address) | (Suite or Apt)

Gardnerville (City) | NV (State) | 89410 (Postal Code)

markmiddione@gmail.com (Email Address)

Mobile: (775) 634-7263 (Primary Phone) | (Alternate Phone)

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

6

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

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◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

n/a

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I would like to represent the community perspective and help Douglas County reduce stormwater risk.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

As an engineer, I look for information relevant to the problem and try to provide solutions that meet the requirements. I understand that limited resources result in a balanced solution. In engineering, when everyone is equally unhappy, that is the balanced, perfect solution. I expect to work with others by providing clear, simple information presented so that decisions can be made.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I have held various positions in my engineering career that included a program manager, program director and I had to balance budget, schedule and technical performance. I am currently managing a research and development budget of $500k per year and providing guidance and direction to the team on development for our vehicle products. This includes working with a diverse team and developing consensus for technology development. Each year I evaluate the past performance; company needs and reprioritize investments. I have to present plans, progress and results at three points in the year to justify the work performed.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Engineering Fellow

Qualifications:

I have a technical background and can apply these skills to the stormwater task force. I have worked my 40+ year career with one engineering company making combat vehicles for the Army. I have also designed and built my first home myself in the 1990s and recently designed and had a contractor build my current house from 2020 through 2021. I have experience designing constructions plans, working with the building department, installing my own solar panel system and getting final permits approved. My hobbies are gardening, hiking, biking, tractor operation, and working in my shop with a lathe, mill and welder.

Experience in Community Service:

No formal service; however, I am always picking up trash and cleaning the areas that I visit with the Boy scout moto, "Leave places better than you found them." I assist neighbors with any task they need help with and share resources.

Affiliation with Technical / Professional Societies:

n/a

Education Background and Degrees held, if any:

San Jose State BS Mechanical Engineering Santa Clara MS Engineering Management

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

n/a

Additional Comments:

Attachments

Resume_-_Mark_A_Middione.pdf
Upload a Resume

Review and Acknowledgement

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(2) Pursuant to Nevada Law, the name of the applicant, cover letter, resume, and any other information you have provided as a part of the application process will be released as part of public meeting agendas and supporting materials.

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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

n/a

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of “See Attached or See Resume" will deem the application incomplete.

e-signature

Marco A. Middione

Marco (Mark) A. Middione

Gardnerville, NV | (775) 634-7263 | markmiddione@gmail.com

Major

Master of Science, **Engineering Management** (1991), Santa Clara University
Bachelor of Science, **Mechanical Engineering** (1985), San Jose State University

Skills

Leadership | collaboration | research & development | ideas & innovation | analytical | program management | cost & schedule | communication & presentations

Experience at BAE Systems Inc.

Engineering Fellow – 2016 to present
Currently telecommuting from Nevada to the engineering office in San Jose, California. As an engineering fellow, I help multiple programs with technical challenges and I manage a yearly $500k research and development budget for technology advancement and program support.



Developed protection system and then proposed technology resulting in winning a major vehicle program. Developed vehicle structure and protection systems that were low risk and met challenging requirements. Currently, vehicles have passed all protection test events and program will move into low-rate initial production in 2019 and eventual fielding a fleet new combat vehicles (>$10B). Also prepared multiple, small research and development proposals.

Functional Manager - 2009 to 2016
Responsible for organizational change from discipline matrix (i.e. ME, EE, software) to a technology-based matrix centered on core combat vehicle development teams. Created a balanced organization, diverse in composition, combining with structures in early 2011. The team included engineers from multiple sites. Developed a team charter, managed utilization rates and focused on skill development with training and communication.

Program Director & PM - 2006 to 2009
Responsible for technical, cost and schedule for the BAE Systems portion of Future Combat Systems Army development program (>$1B): design of multiple vehicle systems (3 of 8 variations) and 50% of all technical subsystems required for the 8 common chassis vehicles. Technical leadership to align solution with the Army customer requirements for systems including; active protection, armor, hybrid-electric drive and vehicle structures. Trade studies were a key to a balanced solution and vehicle demonstrators were performance tested.

Program Manager - 1997 to 2006
Technical manager responsible for the Army's Integrated Active Protection System (IAAPS) program (>$130M) and multiple smaller efforts for the Office of Naval Research. The IAAPS program was an advanced protection system similar to a missile defense system mounted to a vehicle. The Office of Naval Research was related to nano-technology materials and micro embedded protection technologies.

Project Engineer / Manager – 1985 to 1996
Started engineering career at BAE Systems in research and development of protection systems and gained a fundamental understanding by performing tests, recording data, writing reports and presentation of results. Experience learned through testing was used to develop solutions, manage research and development efforts and invent patentable technologies for program needs. Experience also used to author and protection design manual for team education and knowledge sharing. Projects included a composite vehicle, ceramic armor and development efforts for DARPA, both US only and with international collaboration.

Interests

Sailing, biking, backpacking, electronics (microprocessor applications), construction, gardening

Patents

Patents related to Army vehicle technologies

Application Form

Profile

Shay
First Name

Middle Initial

Navarro
Last Name

895 Sagewood Drive
Home Address

Suite or Apt

South Lake Tahoe
City

CA
State

96150
Postal Code

snavarro@trpa.gov
Email Address

Mobile: (530) 307-0275
Primary Phone

Business: (775) 589-5282
Alternate Phone

Do you reside in Douglas County? *

☑ No

If yes, for how many years?

None

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

I do not own or operate a buisness

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

As the Tahoe Regional Planning Agency's (TRPA) Watershed & Water Quality Program Manager, I am knowledgeable about Lake Tahoe's stormwater management program and TRPA regulations and fees that pertain to all developed Douglas County properties located within the Tahoe Basin.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Shay Navarro

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

I listen first, identify commonalities, and work to be solution oriented.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I pursue funding to plan and implement regional stormwater treatment systems in the Tahoe Basin. Projects involve numerous stakeholders and funding sources. I also worked on the Lake Tahoe Regional Plan Update with focus on watersheds and water quality provisions. I oversee TRPA's BMP Handbook and update with new information that is vetted across multiple Environmental Improvement Program working groups in different resource focus areas.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

(•) Yes ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Watersheds & Water Quality Program Manager, Tahoe Regional Planning Agency

Qualifications:

Lead TRRA's Stormwater Management Program since 2014 and was promoted as TRPA's Watersheds & Water Quality Program Manager in 2022.

Experience in Community Service:

I previously volunteered on the South Lake Tahoe Joint Powers Authority Bicycle Advisory Committee that oversaw prioritizing public funds on bicycle trail facility maintenance.

Affiliation with Technical / Professional Societies:

Became a Certified Professional in Sediment and Erosion Control

Education Background and Degrees held, if any:

Bachelors of Art Degree from McGill University Masters Degree in Landscape Architecture and Environmental Planning and a Masters Degree in City and Regional Planning from UC Berkeley.

Do you anticipate any potential conflicts of interest?

( ) Yes (•) No

Please explain:

Additional Comments:

I am less knowledgeable about the Valley portion of Douglas County so am primarily interested in working on topics that impact Tahoe Basin residents and property owners. I was unsure of what to select under stakeholder representation as I work at a regional agency that overlaps with Douglas County.

Attachments

Shay_Navarro_Resume.pdf
Upload a Resume

Review and Acknowledgement

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I authorize the release and do not request redaction of any information.

○ Yes ◉ No

If you selected no please list what you would like to be redacted prior to public release:

Address and other personal identifying information

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e-signature

Shay Navarro 07.06.2026

SHAY NAVARRO

895 Sagewood Drive, South Lake Tahoe, CA 96150 ■ 530.307.0275 ■ snavarro@trpa.org

PROFESSIONAL EXPERIENCE

Tahoe Regional Planning Agency - Stateline, NV

May 2014 – Present — **Stormwater Program Manager**
Developed and managed close to $3 million dollars in grants for Lake Tahoe's Stormwater Management Program, while meeting deliverables on time and within budget. Drafted the Best Management Practices (BMPs) Action Plan to address unresolved issues from the 2012 Regional Plan Update and provide a path forward for BMP compliance in the Tahoe Region

2010 - 2014 — **Senior Planner – Long Range Planning Division**
Contributed to the adoption of the 2012 Regional Plan Update, Code of Ordinances and EIS/EIR, with emphasis on water quality provisions. Managed the first update to the 208 Water Quality Management Plan in 25 years. Facilitated effective public outreach efforts and resolved points of controversy between disparate stakeholders. Managed the RPU EIS GHG Reduction Mitigation Measure approved in November, 2013. Oversaw the Tourist Core Area Plan through adoption in December 2013.

2007 - 2010 — **Associate Environmental Specialist II – Stormwater Management Program**
Provided comprehensive site assessment, design, plan review and permitting for BMP retrofit and water quality improvement projects. Research and technical writing for the BMP Handbook update. Implemented effective public outreach campaigns including updating the BMP website and developing a television public service announcement.

Design Community & Environment - Berkeley, CA

2005 - 2007 — **Urban Planner** Experience in comprehensive planning, environmental review, community participation, landscape and urban design. Participated in policy development, field assessments, bid proposals, graphics, presentations and public outreach.

University of California - Berkeley, CA

2006, 2009, 2010 — **Lecturer - College of Natural Resources and College of Environmental Design**
Prepared course material, lectures, and evaluated student performance for Introduction to Environmental Sciences, Hydrology for Planners and a graduate level Environmental Planning Studio.

2002 - 2005 — **Graduate Student Research and Instructor - College of Environmental Design**
Conducted field work, collected and analyzed data, managed grants, and coordinated logistics for the Moorea French Polynesia Field Study, the Wetland Restoration Precedent Study and the National River Restoration Science Synthesis (NRRSS). Prepared course material, exams, lectures, taught laboratory sections and evaluated student performance for Introduction to Environmental Sciences, The American Designed Landscape Since 1850, and a graduate level Environmental Planning Studio.

2000 - 2001 — **Laboratory Research Technician - College of Natural Resources**
Performed lab work, data collection and analysis of nutrient and carbon cycling in tropical forest ecosystems for the Dr. Whendee Silver Biogeochemistry and Ecosystem Ecology Lab.

Fisheries and Oceans Canada - Vancouver, British Columbia

2000 — **Research Technician**
Conducted biological, oceanographic and coastal zone management research of aquatic invasive species and mobile fishing gear impacts for the Dr. Terri Sutherland Lab.

National Parks Service - San Francisco, CA

1998, 1999 — **Intern - Golden Gate National Recreational Area**
Interpretive and natural resource ranger responsibilities on Alcatraz Island, Fort Funston and the Presidio Native Plant Nursery.

EDUCATION

University of California, Berkeley

Graduated 2005 — **Master of Landscape Architecture / Master of City and Regional Planning**
Thesis: "Locally derived measures to mitigate threats to coral reefs from development related sedimentation in Moorea, French Polynesia." Coursework in environmental and land use planning, hydrology, restoration ecology, natural resource management, landscape and urban design.

McGill University - Montreal, Quebec Canada

Graduated 1999 — **Bachelor of Arts in Philosophy and Organismal Biology**
Selected to participate in the School of the Environment Panama field semester and the Department of Biology Barbados applied tropical ecology field course. Coursework in logic, rhetoric, ecology, conservation biology, soils, and statistics.

HONORS AND AWARDS

2005 American Society of Landscape Architects Certificate of Honor, UC Regents Pacific Rim Research Grants, UC Berkeley H. Leland Vaughan Award

CERTIFICATIONS AND PROFESSIONAL DEVELOPMENT

2009 — Certified Professional in Erosion and Sediment Control (CPESC), #5112
2006 - 2012 — American Planning Association (APA) – CA and NV Chapter Conference Panel Presentations

TECHNICAL SKILLS

Proficient using MAC and Windows Platforms, Microsoft Office Suite, Adobe Creative Suite, Adobe Acrobat. Working knowledge of Autosketch, Arcview / ArcGIS, Pollutant Load Reduction Model (PLRM), Load Reduction Planning Tool (LRPT).

LANGUAGES

Proficient in French and Spanish.

VOLUNTEER

2011 - Present — CSLT/El Dorado County Joint Powers Authority Bicycle Committee Chair.
2008 - 2009 — Lake Tahoe Bicycle Coalition - Organized CSLT bike route stenciling project and the Tahoe Baikal/TRPA Bike Study.
2003 - 2007 — SAVE International - Non-profit environmental advocacy group advancing protection of Blackface Spoonbill habitat in SE Asia.

Application Form

Profile

David
First Name

E
Middle Initial

Nelson
Last Name

1501 Riverview Dr
Home Address

Suite or Apt

Gardnerville
City

NV
State

89460
Postal Code

themindenrealtor@gmail.com
Email Address

Mobile: (775) 690-2979
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

23

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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◉ Yes ○ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

1033 Riverview Dr, Gardnerville, NV 89460

David E Nelson

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I have served on various boards in my 23 years in Douglas County. I am currently on the Gardnerville Ranchos General Improvement District (GRGID). In a four-person race, I received the most votes to win that seat, showing that the voters of the GRGID trust my judgment . From 2016 to 2020, I served on the DC/BOCC. In 2020, I lost my seat by only 17 votes. In that campaign, I increased the number of votes I received in 2016 by 2230 votes. I have served on the Planning Commission for 3 years, and the Carson Water Subconservancy District forv4 years.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

My approach will be to work logically andvwoth a sharp eye to financing and help decide if spending $141 million even makes sense. From what I have learned so far, the only flood that caused over $10 million was the 1997 New. years Day flood. The solutions I have read about, IMHO, would do nothing to prevent such a flood. The Funding presented so far was not fair or a reasonable solution, if it is determined that this system is indeed needed.p

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

My profession, before retirement was as a computer consultant. For 25 years I interfaced.with top financial personnel, for Fortune 500 companies in Silicon Valley, who found that the reports they needed from their Accounting software were not available and so they relied on me to get the data out of the files and createvwhatvthey wanted. This requiredvthe skills of programming but totally understanding what the wanted and how it was to look, but the reason they wanted such a report and how they intended to use that report. I did this by listening and learning the ways of each and every task.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

- (•) Yes
- ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Computer consultant

Qualifications:

Working with and for Fortion 500 Companie. Some names of corporations are Amdahl, Syntex Labs, Pacific Telephone, Clorox, and Intel. As a computer consultant, my work was always by contract and I was seldom An employee.

Experience in Community Service:

Served on the following boards, President of Kiwais, served on the DC BOCC, DC Planning Commision, Carson Water Subconservancy, and the Gardnerville/Ranchos General Improvemnent District.

Affiliation with Technical / Professional Societies:

Not any longer.

Education Background and Degrees held, if any:

A BS. in Business Management from Cal Poly Pomona.

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

I am not involved in any business or activity such as engineers, or contractors.

Additional Comments:

I think as an elected officials of a GID that has the responsibility for the Ranchos storm water, I am the perfect fit to represent the largest GID in Douglas County.

Attachments

Upload a Resume

Review and Acknowledgement

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◉ Yes ○ No

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Nothing

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e-signature

David E. Nelson 6/22/2026

Application Form

Profile

Joseph
First Name

Middle Initial

Ortiz
Last Name

Home Address

Suite or Apt

Gardnerville
City

NV
State

89410
Postal Code

Email Address

Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

10

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

1662 U.S. Hwy 395 Minden

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

Why I am interested in serving on the Stormwater Utility Task Force in Douglas County, Nevada As a homeowner with strong personal stakes in the safety and long-term value of property in the Douglas County community, and as the owner of multiple local service businesses that operate extensively throughout Douglas County—including S.L. Blaze Fire & Water Restoration, Nevada Dumpsters and Demolition, and related plumbing and site-work services—I have a direct and vested interest in helping shape a practical, fair, and effective stormwater management framework. Stormwater issues are not abstract policy matters to me. They show up in real emergencies: flooded crawlspaces and basements after intense storms or rapid snowmelt, overwhelmed drainage leading to water intrusion and subsequent mold growth, and site conditions on construction or demolition projects where poor upstream drainage creates downstream problems for neighboring properties. My restoration teams respond to these situations across Northern Nevada, including Douglas County communities like Gardnerville and Minden. I see the human and financial toll—disrupted lives, insurance claims, temporary housing, and expensive remediation—when infrastructure cannot keep

pace with runoff. At the same time, my businesses are ratepayers or will be under any new utility structure. Commercial properties involve parking areas, equipment yards, storage, workshops, and vehicle circulation that create impervious surfaces. New monthly fees based on those surfaces directly affect operating costs, which in a competitive local market ultimately influence what we can charge customers or how many jobs we can sustain. As someone who manages substantial business liquidity, cash flow, investments, and capital decisions with no debt, I understand both the need for dedicated infrastructure funding and the imperative that any new system be predictable, proportional, and demonstrably effective. I am also motivated by the broader community context. Douglas County has paused action on the initial stormwater utility ordinance and rate structure precisely because residents and stakeholders raised legitimate, detailed concerns about affordability, how impervious surfaces are measured and classified (especially on larger residential or rural lots), long-term accountability for revenues, implementation timing, equity across residential/business/agricultural users, potential future rate escalation, and whether the benefits will be visible and tangible. The county maintains a large inventory of stormwater assets and has a Stormwater Master Plan that identifies real infrastructure needs. A dedicated utility could provide stable funding for operations, maintenance, capital improvements, and pollutant reduction—freeing general fund resources for other priorities—but only if the framework earns public trust through transparency and results. I want to serve because I believe those with frontline experience in both the problems (water damage, site drainage failures) and the economics of local business should help refine the solution rather than simply react to it later. My goal is to contribute to a system that actually reduces flooding incidents, protects property values and quality of life, supports responsible growth, and does so without placing disproportionate burdens on long-time residents or family-owned businesses that form the backbone of our valley. What perspective would I bring to the discussion I would bring a grounded, multi-faceted perspective that bridges technical field realities, business operations, homeowner concerns, financial discipline, and a commitment to accountability and equity. Here are the key angles: 1. Practical, consequence-focused restoration and site-work experience. I see daily what happens when stormwater systems are undersized, poorly maintained, clogged, or bypassed by development without adequate mitigation. This gives me insight into common local failure points and the true costs of reaction versus prevention. A well-designed utility should prioritize high-impact projects that measurably reduce claims, emergency responses, and long-term remediation expenses for the community as a whole. I can offer concrete examples of how upstream drainage improvements or source-control measures (detention, better grading, erosion control during construction) deliver downstream benefits. 2. Commercial and operational business-owner viewpoint on rates and impervious surfaces. I understand the realities of measuring and managing runoff from business properties—large driveways, storage yards, workshops, and vehicle areas that differ significantly from typical single-family lots. I would advocate for fair, consistent methodologies (with practical appeal processes), meaningful credits or incentives for on-site mitigation (permeable surfaces, retention features, landscaping, or maintained private systems), and rate structures that do not unintentionally penalize businesses that provide essential local services. Phased implementation and predictability matter enormously for small and family-owned operations. 3. Homeowner empathy combined with financial realism. As someone who manages significant personal and business finances, I appreciate concerns about new recurring costs on top of existing property taxes and insurance. I would push for clear communication of the “what’s in it for me” story—tangible reductions in flood risk, insurance implications, and visible infrastructure improvements—along with safeguards like affordability measures, hardship considerations, and strict dedication of revenues solely to stormwater purposes (with no diversion). The recent adjustment capping single-family residential exposure is a positive step, but further refinement on measurement and credits is still needed. 4. Governance, accountability, and long-term implementation focus. Dedicated funding is only as good as the oversight around it. I would emphasize transparent reporting (public dashboards on spending, project status, and performance metrics such as reduced flooding incidents or improved water quality indicators), regular independent review or audit provisions, and ongoing citizen input mechanisms beyond the initial task force period. I support exploring hybrid or alternative approaches where they make sense—balancing dedicated utility revenue with other tools—while ensuring any framework aligns with the county’s growth, agricultural character, and environmental responsibilities in the Carson Valley watershed. 5. Balanced, pragmatic, community-oriented approach. My background in logistics, supply chain, and hands-on service businesses has taught me to focus on cost-effective prioritization, realistic timelines, and solutions that work in the field rather than on paper. I value equity across different property types and user groups (residential,

commercial, agricultural) without creating unnecessary complexity or administrative burden. I also see co-benefits: better stormwater management supports property values, reduces pollutant loading into waterways, enhances resilience to variable weather patterns, and can even aid responsible economic development by providing certainty for new projects. In short, I would bring a perspective rooted in direct experience with the problems the utility aims to solve, a business owner's insistence on fairness and value for money, a homeowner's concern for affordability and protection, and a community member's desire for accountable, results-driven governance. I am prepared to listen carefully to other stakeholders (including agricultural representatives and technical experts), review data and proposals objectively, and collaborate constructively to develop recommendations that balance infrastructure needs with the very real concerns about cost, equity, and trust that have already been voiced. Douglas County deserves a stormwater framework that residents and businesses can support because it demonstrably works—reducing risk, delivering visible improvements, and building long-term resilience. I would be honored to help shape that outcome through service on the Task Force.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner
- [x] Business/Commercial/Industrial Property Owners

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

I believe differing opinions are not only inevitable but valuable on a task force like this one. Stormwater management involves complex trade-offs between infrastructure needs, costs, equity, and long-term community impact. The best solutions usually emerge when multiple perspectives are genuinely considered. My approach begins with respectful listening. I make a conscious effort to understand where others are coming from — their priorities, concerns, and the experiences that shape their views — before responding. On the high school board where I served, I regularly worked with members who had very different backgrounds and philosophies. I learned that taking the time to hear someone out fully, without interrupting or immediately defending my own position, often revealed common ground I hadn't initially seen. I also focus on shared goals. While people may disagree on methods or priorities, most stakeholders in Douglas County want the same fundamental outcomes: reduced flooding risk, fair costs, protected property values, and responsible use of public funds. I try to keep discussions anchored to these shared objectives rather than letting them become personal or positional. When perspectives differ significantly, I ask clarifying questions to better understand the reasoning behind a position. This helps me evaluate ideas on their merits rather than reacting emotionally. I am comfortable challenging assumptions — including my own — when presented with solid information or data. At the same time, I believe in being direct but constructive. I express my views clearly and with supporting reasoning, while remaining open to compromise when it leads to a better overall outcome. My experience as a business owner and U.S. Air Force veteran has reinforced the importance of teamwork and mission focus. In both settings, success depended on the ability to work effectively with people who saw things differently. I have found that maintaining professionalism, staying solution-oriented, and treating others with respect almost always leads to stronger decisions and better working relationships. On the Stormwater Utility Task Force, I would bring this same approach. I am committed to listening carefully, engaging respectfully with all viewpoints, and working collaboratively to develop recommendations that are practical, equitable, and in the best long-term interest of Douglas County.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

As a business owner who regularly evaluates complex technical, financial, and regulatory information to produce clear recommendations, one situation that stands out is when I recently prepared a comprehensive 4-page preliminary remediation proposal for a property

on Penrod Lane in Gardnerville, Nevada (Mountain View Mobile Home Park, a 55+ manufactured home community). The property was heavily contaminated with rat droppings, creating serious biohazard conditions with potential secondary moisture and mold risks in typical manufactured-home construction features such as skirting or crawl areas. The client (working through insurance) needed a safe, compliant, and transparent path forward. This required me to synthesize multiple layers of information and deliver a defensible recommendation under real-world constraints of uncertainty, safety, cost, and regulatory compliance. The Complex Information Evaluated I had to integrate three interconnected domains: Technical information: CDC hantavirus prevention protocols specific to rodent droppings (emphasizing wetting of materials to prevent aerosolization, prohibition of dry sweeping, mandatory full PPE with proper respirators, and HEPA filtration), integration with IICRC standards for any associated water-damage or microbial remediation, EPA-approved disinfection methods, proper segregation and disposal of biohazardous waste, and site-specific factors for a manufactured home in the Carson Valley climate (irrigation seepage, seasonal moisture patterns, limited access points, and the interaction between droppings and potential hidden moisture leading to mold). Financial information: Development of a Time & Materials (T&M) cost model that accounted for labor, specialized equipment (HEPA vacuums, PPE, containment), materials (disinfectants, disposal supplies), waste handling fees, and contingencies for unknowns. This produced a realistic preliminary range of $5,200–$9,800 rather than a fixed price, because full extent could only be confirmed after inspection and initial containment. I also factored in the cost implications of a 1-year workmanship warranty and the need for clear documentation to support an insurance claim. Policy, regulatory, and compliance information: Strict adherence to CDC, IICRC, and EPA requirements for worker and occupant safety (especially important in a 55+ community), Nevada regulations for biohazardous waste disposal, prerequisites such as coordinating professional pest control before remediation to eliminate the source and prevent recontamination, insurance claim documentation standards (including claim-specific references where applicable), and professional protections such as liability releases and clear scope boundaries. I also considered equity and practicality for the homeowner—providing enough detail for informed consent without overwhelming them. How I Evaluated and Synthesized the Information I began by cross-referencing authoritative sources: CDC hantavirus fact sheets and safe cleanup guidelines, IICRC S500 (water damage) and S520 (mold) standards, and EPA disinfectant lists. I then mapped these against the specific site conditions described (inundated droppings in a manufactured home setting) and typical Carson Valley risk factors. I designed a logical 4-phase scope that prioritized safety and source control: Containment, safety setup, and initial wetting. Careful removal and HEPA cleaning. EPA-compliant disinfection and verification. Final documentation, disposal, and prevention recommendations. Financial modeling included itemized breakdowns with explicit contingencies for variables such as hidden damage, access challenges, and volume of material. I built in prerequisites (pest control first) and a clear 1-year workmanship warranty to manage risk and set expectations. Throughout, I balanced thoroughness (full regulatory compliance and occupant safety) with practicality (a usable cost range and phased approach that allowed work to begin without over-committing upfront). This process also incorporated stakeholder considerations: the insurance adjuster needed transparency and documentation; the homeowner needed safety and affordability clarity; and my company needed liability protection and a professional standard that aligned with our IICRC-certified brand. The Recommendation and Decision Reached I recommended proceeding with the full 4-phase, CDC/IICRC/EPA-compliant remediation only after professional pest control addressed the infestation source. I presented the work as T&M within the $5,200–$9,800 preliminary range (explicitly subject to on-site inspection and scope confirmation), included the 1-year workmanship warranty, and provided detailed documentation suitable for the insurance claim. The proposal was delivered as a professional 4-page document with clear phases, safety protocols, cost transparency, and next-step prerequisites. This enabled the client and insurer to make an informed decision to authorize safe, standards-based work rather than risking shortcuts or incomplete remediation that could lead to recontamination or health issues. Nuances, Implications, and Transferable Value A key nuance was the preliminary and range-based nature of the estimate. Remediation work often involves unknowns until physical access and inspection occur; presenting a single fixed price would have been misleading or risky for all parties. The range, combined with explicit contingencies and inspection language, protected the homeowner from surprise costs while giving the insurer a defensible basis for reserve setting. Another nuance was the integrated approach to biohazard (rodent droppings) and potential moisture/mold risks. Treating them in isolation could have missed secondary issues common in Carson Valley properties. By designing phases that addressed both, the recommendation reduced long-term recurrence risk. The

implications were significant: the homeowner received safe, professional remediation with clear expectations; the insurance process had proper documentation; workers and neighbors (in a senior community) were protected; and my company demonstrated the value of expertise and transparency, which supports long-term client relationships and referrals. This experience directly translates to the Stormwater Utility Task Force. Evaluating layered technical standards (infrastructure specs, operations plans, capital projects), financial modeling under uncertainty (budgets, revenue requirements, rate scenarios, credits), and policy considerations (governance, equity, affordability, implementation timelines, accountability, and long-term strategy) to produce clear, balanced, actionable recommendations is precisely the work the Task Force will perform. In both cases, success depends on synthesizing complex information, acknowledging uncertainties, prioritizing safety and compliance, modeling realistic costs, and delivering transparent proposals that enable sound decisions for the community. I am comfortable operating in exactly this type of environment and would welcome the opportunity to apply these skills to help the Task Force develop recommendations that are technically sound, financially responsible, and equitable for Douglas County residents and businesses.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Qualifications:

Qualifications for Service on the Douglas County Stormwater Utility Task Force My name is Joe Ortiz. I am a homeowner and business owner with deep operational ties to Douglas County and the broader Northern Nevada region. I currently own and operate S.L. Blaze Fire & Water Restoration (IICRC-certified), Nevada Dumpsters and Demolition (serving Carson City, Douglas, and Washoe counties), and am developing CBO Plumbing Tahoe. Previously, I owned Hoffman Plumbing in Carson City, Nevada. I also manage Belle Properties LLC. These experiences give me direct, hands-on knowledge of the real-world impacts of stormwater management, as well as the financial, technical, and regulatory considerations any new utility framework must balance. Relevant Technical and Field Expertise Through S.L. Blaze, I lead teams that respond to water intrusion, flooding, and mold issues across Northern Nevada, including properties in Douglas County such as Gardnerville. I have personally prepared detailed, multi-page remediation proposals that integrate technical protocols (CDC hantavirus-safe procedures for rodent contamination, IICRC standards for water and microbial remediation, EPA disinfection requirements), site-specific conditions (manufactured homes, crawlspaces, Carson Valley climate and moisture patterns), and phased scopes of work. These proposals include clear cost ranges under uncertainty, prerequisites, warranties, and compliance documentation suitable for insurance claims. My prior ownership of Hoffman Plumbing provided extensive experience managing residential and commercial plumbing service operations in the local market. This included drainage systems, code-compliant installations, customer service, team leadership, and day-to-day navigation of regulatory requirements. I continue to build on this foundation through the development of CBO Plumbing Tahoe, with particular attention to high-altitude, freeze-prone, and seismic conditions common in our region. My demolition and site-work operations require careful attention to grading, drainage, erosion and sediment control, and proper handling of runoff during projects. Poor upstream stormwater management frequently creates downstream problems that affect neighboring properties and require remediation. This practical field

perspective helps me understand both the costs of inadequate infrastructure and the value of well-designed, maintainable systems that support long-term property protection and responsible development. Financial Management and Analytical Experience I actively manage substantial business liquidity and capital decisions with no debt. I have evaluated complex financing options (cash purchases with rebates versus long-term 0% financing for fleet vehicles), investment vehicles (CDs and portfolio strategies), and operational investments (tools, equipment, and systems such as Housecall Pro for flat-rate pricing and scheduling). I routinely develop detailed T&M estimates, itemized scopes, and preliminary ranges for projects with many variables. I have also prepared due diligence frameworks for potential business acquisitions, synthesizing financial statements, operational processes, licensing and compliance status, customer bases, risks, and growth potential into clear recommendations. These skills directly support the Task Force's responsibility to review budgets, revenue requirements, rate scenarios, credits, and long-term implementation strategies while balancing infrastructure needs against affordability and equity. Regulatory, Compliance, and Policy Perspective I hold multiple contractor licenses (including the California C-36 Plumbing license) and IICRC certifications. I maintain strict compliance with Nevada and California requirements. I have developed professional contracts, liability releases, T&M addendums, and operational procedures that protect both the business and clients while meeting regulatory standards. This experience gives me insight into how policy and governance structures affect day-to-day operations and long-term accountability. I understand the importance of dedicated revenue streams that cannot be diverted, transparent reporting, measurable performance outcomes, and safeguards against mission creep or unchecked rate escalation — all issues that have been raised in the current stormwater utility discussion. Local Knowledge and Community Commitment My businesses serve Douglas County residents and property owners directly. I have worked on specific projects in Gardnerville and understand the mix of residential, manufactured-home, agricultural, and commercial properties in the Carson Valley. My prior ownership of Hoffman Plumbing further deepened my roots and understanding of the local service economy and the practical challenges faced by homeowners and businesses in our region. As a family-owned, locally operated business leader, I prioritize practical, community-centered solutions that emphasize reliability, fairness, and long-term resilience. I value equity across different property types and user groups (residential, commercial, and agricultural) and believe any utility must deliver visible results to maintain public trust. How These Qualifications Align with the Task Force Role The Stormwater Utility Task Force will review technical specifications and operations plans, financial models and rate structures, and policy questions around governance, accountability, implementation timing, affordability, and equity. My background equips me to contribute meaningfully across all three areas: Technical: Long-term ownership and operational experience in plumbing, drainage, water damage restoration, and site work. Financial: Proven ability to model costs under uncertainty, evaluate trade-offs, and recommend practical strategies. Policy/Governance: Deep understanding of regulatory compliance, contract protections, dedicated funding principles, and the need for transparency and measurable outcomes. I am prepared to dedicate the necessary time, review materials thoroughly, listen to diverse stakeholders (including agricultural and technical experts), and collaborate constructively to develop recommendations that are effective, equitable, and accountable. My goal is to help create a stormwater framework that protects Douglas County residents and businesses, supports responsible growth, and earns lasting community confidence through demonstrated results. I would be honored to serve on the Douglas County Stormwater Utility Task Force and bring these qualifications and perspective to the important work ahead.

Experience in Community Service:

Experience in Community Service Provided ongoing financial support and volunteered personal time to local youth sports programs, contributing to the development of teamwork, discipline, and leadership skills among young athletes in our community. This included donations totaling over $100,000 and more than 500 hours of volunteer service per year across multiple teams and seasons. Served on a high school board of directors for 4 years, participating in governance, strategic planning, policy development, and fiscal oversight. Contributed to decisions affecting over 3938 students and families, including oversight of an annual operating budget of approximately $51,000,000 when including all federal, state and local funding sources and support for initiatives that improved facilities, programs, or student outcomes.

Affiliation with Technical / Professional Societies:

CATT - South Lake Tahoe Chamber of Commerce - Douglas county Chamber of Commerce - Carson City Chamber of Commerce - BNI (Business Networking International)

Education Background and Degrees held, if any:

Bachelor degree in Logistics and Supply Chain Management (Northern Arizona University) - 3 contractors licenses in 2 states - 7 IICRC Certificatons

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Resume.docx
Upload a Resume

Review and Acknowledgement

ACKNOWLEDGEMENT AND RELEASE OF PUBLIC INFORMATION AND WAIVER OF NOTICE

The undersigned acknowledges that he or she has been selected as a candidate for a Douglas County advisory board. The undersigned further acknowledges that he or she is hereby advised and accepts that:
(1) Douglas County is a public entity and is subject to the Nevada Public Records Law (NRS Ch. 239) and the Nevada Open Meeting Law (NRS Ch. 241);
(2) Pursuant to Nevada Law, the name of the applicant, cover letter, resume, and any other information you have provided as a part of the application process will be released as part of public meeting agendas and supporting materials.

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The undersigned hereby waives any and all rights to further notice of the above referenced public posting of information and any notice that may be required by the Nevada Public Records Law or Nevada's Open Meeting Law, and hereby consents to these actions.

I authorize the release and do not request redaction of any information.

○ Yes ◉ No

If you selected no please list what you would like to be redacted prior to public release:

All personal information including my addresses and businesses

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of “See Attached or See Resume" will deem the application incomplete.

e-signature

joseph anthony ortiz 7.8.2026

Joe Ortiz Gardnerville/ Northern Nevada Region
Phone: (775) 450-6139
Email: Joe@Arete-Companies.com

Professional Summary

Results-driven business owner and U.S. Air Force veteran with extensive experience in water management, restoration, plumbing, and site operations across Northern Nevada, including Douglas County. Proven ability to evaluate complex technical, financial, and regulatory information and deliver practical, compliant recommendations. Strong background in governance through high school board service, combined with deep local knowledge of Carson Valley infrastructure challenges, property owner needs, and community priorities. Seeking to contribute to the Douglas County Stormwater Utility Task Force by helping develop effective, equitable, and accountable stormwater solutions.

Professional Experience

Owner / CEO

S.L. Blaze Fire & Water Restoration — Northern Nevada & Lake Tahoe Basin

Current

- Lead llCRC-certified restoration company specializing in water damage, mold remediation, and emergency response.
- Prepare detailed technical proposals and T&M estimates involving complex scoping, regulatory compliance (CDC, IICRC, EPA), and cost modeling under uncertainty.
- Manage operations, team development, insurance partnerships, and client relations with emphasis on safety, quality, and transparency.

Owner

Nevada Dumpsters and Demolition — Carson City, Douglas & Washoe Counties

Current

- Operate roll-off dumpster and demolition services serving residential, commercial, and construction clients.

- Oversee site preparation, grading, and drainage considerations critical to proper stormwater management during projects.

Owner / CEO
CBO Plumbing Tahoe — South Lake Tahoe & Northern Nevada
Current

- Developing residential plumbing service company focused on high-altitude, winter, and vacation rental challenges.
- Apply code-compliant drainage and water system expertise.

Previous Owner Hoffman Plumbing — Carson City, Nevada

- Owned and operated a full-service plumbing company, gaining deep experience in drainage systems, code compliance, customer service, and local market operations.

Military Service

United States Air Force Veteran

- Developed strong leadership, discipline, logistics, and mission-focused execution skills in a high-stakes operational environment.
- Gained valuable experience in resource management, teamwork under pressure, and commitment to standards and accountability — qualities directly transferable to public service and infrastructure advisory roles.

Education

Bachelor of Science — Logistics and Supply Chain Management
Northern Arizona University

Licenses & Certifications

- California C-36 Plumbing Contractor License
- Nevada Contractor Licenses C1-D, A-13
- Multiple IICRC Certifications (Water Damage Restoration, Mold Remediation, and related disciplines)

- Active adherence to IICRC technical standards and best practices

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Community Involvement

- High School Board of Directors — Served on the board, contributing to governance, strategic planning, policy development, fiscal oversight, and long-term decision-making impacting students and families.
- Local Youth Sports — Provide ongoing financial support and volunteered time to support youth sports programs, fostering teamwork, discipline, and healthy development in the community.

Professional Affiliations

- IICRC (Institute of Inspection, Cleaning and Restoration Certification) — Active certified professional applying industry standards for water and moisture management.

References available upon request

Joe@Arete-companies.com
775.450.6139
7.8.2026

Douglas County Board of County Commissioners
Stormwater Utility Task Force
1594 Esmeralda Avenue
Minden, NV 89423

Dear Members of the Douglas County Stormwater Utility Task Force,

I am writing to express my strong interest in serving on the Douglas County Stormwater Utility Task Force. As a longtime Northern Nevada business owner with deep roots in the Carson Valley and direct operational experience in water management, restoration, plumbing, and site development, I am well positioned to contribute meaningfully to the Task Force's important work.

I currently own S.L. Blaze Fire & Water Restoration, an llCRC-certified company that responds to water intrusion and flooding events across Douglas County and the surrounding region. Through this work — along with my ownership of Nevada Dumpsters and Demolition and the development of CBO Plumbing Tahoe — I have gained firsthand insight into the real-world consequences of stormwater challenges and the value of well-designed, properly maintained infrastructure. My previous ownership of Hoffman Plumbing further strengthened my understanding of drainage systems and code-compliant water management in our local climate.

In addition to my technical and operational background, I bring financial acumen from managing substantial business operations and capital decisions, as well as governance experience from serving on a high school board of directors. I am a U.S. Air Force veteran and hold a Bachelor's degree in Logistics and Supply Chain Management from Northern Arizona University. These experiences have honed my ability to analyze complex technical, financial, and policy information and collaborate on practical, balanced recommendations.

I am particularly drawn to this opportunity because I believe in building solutions that protect property owners, support responsible growth, and maintain public trust through transparency and accountability. I am committed to helping develop a stormwater framework that is effective, equitable, and fiscally responsible for all Douglas County residents and businesses.

Thank you for considering my application. I would welcome the opportunity to discuss how my background and perspective can support the Task Force's mission. I am available at your convenience and can be reached at 775.450.0139.

Sincerely,

Joe Ortiz

Application Form

Profile

Karin (First Name) | C (Middle Initial) | Peternel (Last Name)

1740 Cedarwood Dr (Home Address) | (Suite or Apt)

Minden (City) | NV (State) | 89423 (Postal Code)

karinp111@gmail.com (Email Address)

Home: (775) 501-4720 (Primary Phone) | (Alternate Phone)

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

<10

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

N/A

Karin C Peternel

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

My entire career has focused on stormwater and floodplain management. I was involved with the Lake Tahoe TMDL since it's inception, I served as Douglas County's first Stormwater Program Manager. I am very familiar with the stormwater issues in Douglas County, not just due to flooding, but due to all of the issues the stormwater program faces as a result of state and federal regulatory demands that require monitoring, inspections, and implementation of not only flood control infrastructure but also stormwater infrastructure (especially at Lake Tahoe). These regulatory programs include the County's National Pollutant Discharge Elimination System (NPDES) MS4 Permit, the Lake Tahoe Total Maximum Daily Load (TMDL), and the Federal Emergency Management Agency's Community Rating System (FEMA CRS) activities. My familiarity with the actual needs of the stormwater program, and understanding of how thus far the program has been presented and perceived by County residents makes me ideal to help educate officials and residents on the overall purpose of the stormwater program. The perspective I would bring to the discussion is as an expert in stormwater and floodplain management and familiarity with the stormwater issues in both the Carson Valley and Lake Tahoe.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

Throughout my career, I have focused on outreach and education, finding that on-the-ground outreach with face-to-face communication with residents or stakeholders who hold different opinions is the best way to educate or inform people. I have directly spoken to numerous Douglas County residents and helped them to understand that this is not about "their property flooding", it is an entire stormwater program, including the regulatory demands and water quality infrastructure affecting the entire County, not just "their house that doesn't flood". I try to maintain a calm and pleasant demeanor, which helps put people that are opposed to whatever the issue I am talking with them about at ease and encourage reasonableness in discussions. I served on numerous task forces at Lake Tahoe on Douglas County projects while working for Nevada Tahoe Conservation District. We dealt with unhappy residents about everything from creek or meadow restoration to water quality project implementation. For nearly 15 years I was a certified Value Analysis Leader, where I would hold meetings attended by up to 20 different stakeholders for federal projects over $1 million to ensure the best project was developed that met the satisfaction of all the different stakeholders. There were always differing opinions, and the goal was to try to foster collaboration and communication while trying to meet all stakeholders' needs.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

The Lake Tahoe Total Maximum Daily Load (TMDL) took nearly 10 years to develop and implement, a partnership with two States and 7 jurisdictions. This was all about the contributions of stormwater runoff from the 7 jurisdictions around the Lake, including Douglas County. I worked for 4 of the 7 jurisdictions, analyzing the runoff that entered the Lake and how to prevent it. I worked with all 7 jurisdictions to prepare the TMDL program documents, including analyzing the necessary funding required for each jurisdiction, for periods of up to 15 years. For many years after the TMDL was approved by the California Regional Water Quality Control Board, EPA/NDEP, I worked for the 4 jurisdictions to implement the program, including presentations at County Commission boards and other outreach activities. In my work as a Project Manager for various projects over my career, my technical abilities and strong ability to understand policy and regulatory requirements helped me to complete projects successfully and within the budget of whatever project I was on, as well as helping to seek funding for projects. In preparing the Stormwater Master Plan for Douglas County through AtkinsRealis, I helped propose the numerous alternatives that were recommended for a funding structure. When necessary, I sought advice from other Nevada and western US jurisdictions doing the same to understand the benefits or pitfalls associated with the different funding mechanisms. This provides me with more detailed knowledge of the entire program.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Hydrologist/Senior Scientist

Qualifications:

Certified Floodplain Manager, US-15-08593 Certified Professional in Stormwater Quality (CPSWQ), #1246 Qualified Stormwater Pollution Prevention Plan Developer and Practitioner (QSD/QSP), 28034

Experience in Community Service:

I have been on the Board of Directors of Nevada Water Resources since 2018, I am actively involved in many aspects of education, training, and networking as it pertains to developing, conserving, and protecting water resources. I am on numerous committees - including the Annual Conference, Student Poster Competition, Scholarship review committee, and more each year. I volunteer at the Nevada Humane Society.

Affiliation with Technical / Professional Societies:

Nevada Water Resources Association - Board of Director (since 2018) Member Floodplain Management Association and American Society of Floodplain Managers

Education Background and Degrees held, if any:

M.S., Hydrologic Sciences, University of Nevada Reno, 2005 B.S., Environmental Science/Hydrology, University of Nevada Reno, 1994

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Upload a Resume

Resume emailed separately - files would not load.

Review and Acknowledgement

ACKNOWLEDGEMENT AND RELEASE OF PUBLIC INFORMATION AND WAIVER OF NOTICE

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(1) Douglas County is a public entity and is subject to the Nevada Public Records Law (NRS Ch. 239) and the Nevada Open Meeting Law (NRS Ch. 241);
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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of “See Attached or See Resume" will deem the application incomplete.

e-signature

Karin Peternel July 1, 2026

Application Form

Profile

George
First Name

Middle Initial

Phillips
Last Name

1565 Chiquita Street
Home Address

Suite or Apt

Minden
City

NV
State

89423
Postal Code

georgejr@viprubber.com
Email Address

Business: (562) 762-7002
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

10

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

○ Yes ◉ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

2393 Heybourne road Minden NV 89423

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I would look at this from every angle

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

I take all options in consideration.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I run a manufacturing company. I deal with that daily

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

(•) Yes ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Plant Manager

Qualifications:

I am on the Board for Business Council

Experience in Community Service:

I am on the Board for Business Council

Affiliation with Technical / Professional Societies:

I am on the Board for Business Council

Education Background and Degrees held, if any:

AA degree in Manufactuing technology.

Do you anticipate any potential conflicts of interest?

( ) Yes (•) No

Please explain:

Additional Comments:

Attachments

Upload a Resume

Review and Acknowledgement

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e-signature

George Phillips

Application Form

Profile

Steve
First Name

Middle Initial

Price
Last Name

2620 Squires St.
Home Address

Suite or Apt

Minden
City

NV
State

89423
Postal Code

want2bhuntin101@yahoo.com
Email Address

Mobile: (775) 781-2057
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

10

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

Only my residence previously listed

Steve Price

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

It seems that the county commissioners were caught off gaurd with the individual details of property owner financial impacts as laid out by the firm they hired. A task force, I believe can collectively perform a detailed review of any proposed solution(s), discuss and hopefully provide direction that is feasible both financially and acceptable to current property owners.

Question applies to Stormwater Task Force

Stakeholder Representation *

☑ Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

Like most people, throughout our life we have people within our families or at our place of employment with perspectives differing from our own. Listening and trying to understand where someone is coming from in their opinion is how we grow

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

Prior to retirement, I was the operations manager for a large construction firm with sales exceeding $100 million per year. I was responsible for fiscal budget assembly & maintenance, project monthly costs and the entire project management team

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Retired UA Steamfitter

Qualifications:

Started my career as a Plumbing Tradesman, went trhough 4 years of tradeschool as a Steamfitter apprentice, became a journeyman, moving to Foreman, Superintendant, Project Manager and then finishing my career as an Operations Manager. During my career, I travelled throughout the country working on large projects and training other division personnel within two companies which I was employed.

Experience in Community Service:

Volunteer for GVFD Fund raisers

Affiliation with Technical / Professional Societies:

44 year menber of the United Association of Plumbers, Pipefitters and Steamfitters

Education Background and Degrees held, if any:

HS Diploma UA 4 year apprenticeship Cerified Toxic Gas Orinance compliant installer Certified Welder Orbital Welder Instructor Completed Numerous Project Management Courses

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Upload a Resume

Review and Acknowledgement

ACKNOWLEDGEMENT AND RELEASE OF PUBLIC INFORMATION AND WAIVER OF NOTICE

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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of "See Attached or See Resume" will deem the application incomplete.

e-signature

Steve Pric 06/25/2026

Application Form

Profile

Arthur (First Name) | G (Middle Initial) | Reed (Last Name)

966 Morningstar Ct. (Home Address) | (Suite or Apt)

Gardnerville (City) | NV (State) | 89460 (Postal Code)

agreedh2o@gmail.com (Email Address)

Home: (775) 230-1010 (Primary Phone) | Business: (775) 265-2048 (Alternate Phone)

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

19

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

966 Morningstar Ct.

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

This is a major issue facing all Douglas County residents and I would like to be part of the process.

Arthur G Reed

Question applies to Stormwater Task Force

Stakeholder Representation *

☑ Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

Listen, listen, listen. Provide input only after fully discerning the appropriate response.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

As a member of the Tahoe Water Suppliers Association, I fought for a decade to keep the use of aquatic herbicides out of Lake Tahoe.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

District Manager Gardnerville Ranchos General Improvement District

Qualifications:

19 years in Douglas County responsible for storm drains in my service territory.

Experience in Community Service:

39 years of service in the water / sewer / storm drain industry.

Affiliation with Technical / Professional Societies:

N/A

Education Background and Degrees held, if any:

AAS Environmental Engineering Technology, Eastern Maine Vocational Technical Institute, Bangor, ME AS Business Management, University of Maine Augusta, Bangor, ME AAS Paralegal, Truckee Meadows Community College, Reno, NV

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Upload a Resume

Review and Acknowledgement

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(•) Yes ( ) No

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e-signature

Arthur Gregory Reed 06/29/2026

Arthur G Reed

Application Form

Profile

John
First Name

(eric)
Middle Initial

Rieman
Last Name

750 hwy 395
Home Address

Suite or Apt

Gardnerville
City

NV
State

89410
Postal Code

haywhat.er@gmail.com
Email Address

Home: (775) 265-2499
Primary Phone

Home: (775) 790-1160
Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

63 years

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

No

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I’m third generation in the valley and work for a ranch

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Agricultural Producer/Ditch Committee Stakeholders

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

There is always a happy medium.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

Was vice chairman for Nevada state concervation commission.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Ranch hand

Qualifications:

Knowing how water flows around the valley. Board member of allerman Virginia dit h company

Experience in Community Service:

Chairman Carson valley conservation district

Affiliation with Technical / Professional Societies:

Carson valley conservation district. Allerman Virginia ditch company

Education Background and Degrees held, if any:

Degree in diesel mechanics

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Upload a Resume

Pdf

Review and Acknowledgement

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◉ Yes ○ No

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e-signature

Eric rieman. 7/9/26

Application Form

Profile

Donald
First Name

Middle Initial

Ryan
Last Name

1318 Jackie Lane
Home Address

(Johnson Lane)
Suite or Apt

Minden
City

NV
State

89423
Postal Code

donryan218@sbcglobal.net
Email Address

Mobile: (925) 998-3163
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

16

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

None.

Donald Ryan

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I have been attending BOCC and Stormwater Management meetings and workshops since Sept 16, 2025. I would like to see more involvement by the public in this process, whether it should be an enterprise utility, and the direction and speed at which Stormwater issues are dealt with. My belief is this last effort was very poorly managed; very little effort was placed on selling the public on why they should pay a grossly exaggerated monthly fee for services that were previously handled thru the county budget. A tough sell, as we saw on May 28th.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

Open discussion, pros and cons of various perspectives. I believe the concept is to come up with doable plans, and that can include multiple paths forward, not necessarily just one direction.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I worked in administration at a 750 inmate detention facility in Richmond CA, and I wrote the policy and procedures manual that was later adapted to a divisional manual for three facilities. I am familiar with where to find legal guidelines and requirements and how to apply them. I have testified 2 times in federal court and 107 times in state courts as an expert witness during my professional career and have been involved in countless staff related issues and settlements.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

- (•) Yes
- ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Deputy Sheriff - Retired

Qualifications:

32 years in law enforcement and public service dealing with guiding people in their decision-making and how to make life altering choices for a more positive and productive life. Generally known for being an excellent writer, organizer and problem solver.

Experience in Community Service:

32 years in law enforcement and public service

Affiliation with Technical / Professional Societies:

None.

Education Background and Degrees held, if any:

None.

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Upload a Resume

Review and Acknowledgement

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Donald Ryan

I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

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e-signature

Donald Ryan June 22, 2026

Application Form

Profile

Mike
First Name

T
Middle Initial

Schiller
Last Name

2675 Clapham Ln
Home Address

Suite or Apt

Minden
City

NV
State

89423
Postal Code

mike.schiller80@icloud.com
Email Address

Home: (775) 721-8686
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

38

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

○ Yes ◉ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

1425 Industrial Wy ABCD & 1421 Industrial Wy A&B

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

Saved a lot of damage in flood of 97' was on water board Gardnerville, got 30 prisoners to fill sandbags, got young families to install sandbags.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner
- [x] Business/Commercial/Industrial Property Owners

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

Negotiate till we have something that will work for what we are trying to accomplish.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

Negotiating Chichester Development Agreement, negotiated a deal to get a federal grant to pave Industrial Way.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Retired

Qualifications:

Master Plan Steering Committee

Experience in Community Service:

25 years ago planned for development in Douglas Co.

Affiliation with Technical / Professional Societies:

I have common sence that has led to my success in all I do.

Education Background and Degrees held, if any:

Went to school of hard knox, managed Golden Nugget Automotive and 4 commercial buildings.

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Upload a Resume

Review and Acknowledgement

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◉ Yes ○ No

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e-signature

Mike Schiller 6-30-26

Application Form

Profile

Daniel (First Name) | M (Middle Initial) | St. John (Last Name)

1766 Bitterbrush Ct. (Home Address) | (Suite or Apt)

Gardnerville (City) | NV (State) | 89410 (Postal Code)

danstjohn51@gmail.com (Email Address)

Mobile: (707) 331-4844 (Primary Phone) | (Alternate Phone)

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

7

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

Same

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

As a retired public works official and civil engineer for local government, mostly, in Northern Nevada, I have a keen interest in the quality of our public infrastructure, including stormwater and roads facilities. The experience I gained with stormwater management, utility districts, and rate making during my career might make me a subject area expert. As the owner of nearly 4 acres off of East Valley Road with a concern for occasional flooding and road damage, I would also bring the view of a resident of an “extra large” parcel to the discussion.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

Sometimes the challenge is to find out all the things that you can agree with. There’s a lot of agreement that can often serve as the starting point for discussing ideas, and areas of potential compromise. It is important to listen carefully to other members and to acknowledge what they said whether you agree with it or not. Treat other members with respect, congeniality and humility, always remembering “when you think the other guy is wrong, you might both be wrong“. I believe in negotiating solutions by thoroughly learning and understanding the points of view of others, and by addressing those concerns in the process.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I have been tracking the County’s progress in developing a stormwater utility district, updates to the stormwater master plan, and ratemaking from the beginning, and can help explain technical and policy issues while listening and addressing individual questions and concerns. At a director level in four different local governments and vice president at two consulting engineering corporations, I have had many experiences reviewing technical, financial and policy in order to provide recommendations to project principles and elected boards. Specifically, I have been involved in the development of stormwater utility districts in Carson City, the Truckee River Flood Control Agency and Petaluma. Rate making and adoption of stormwater, water, and sewer operations are in my background. I have worked successfully with many community groups and committees, resulting in needed community improvements, including a community advisory committee for stormwater improvements in Carson City.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

- (•) Yes
- ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Daniel M St. John

Occupation:

Public Works and Utilities Director, Civil and Environmental Engineer

Qualifications:

I like and work well with others and enjoy working on solutions to help our community. For 23 years in Northern Nevada, I served as either an assistant city or general manager, or as director of public works, utilities or engineering where I was privilege to work on many community improvement projects. I am a Nevada professional engineer, retired. Previous to public service, I spent 12 years progressing to vice president level as a consulting civil and environmental engineer primarily engaged in land development and water resources engineering, planning and design.

Experience in Community Service:

Douglas County Planning Commissioner 2024 Douglas County Election Worker. President, Sierra Sagebrush Flyers, Douglas County's Academy of Model Aeronautics affiliated RC model flying club. 21-year tenure as elected supervisor for the Nevada Tahoe Conservation District. Past member of the Tahoe Incline and Reno Sunrise Rotary Clubs focusing on the Rotary Youth Exchange Program. Past president of Incline High School Music Booster Club. Past Coach and Referee for Incline AYSO (youth soccer). Past BSA adult leader.

Affiliation with Technical / Professional Societies:

Fellow, American Society of Civil Engineers Previous member of Water Environment Federation, American Public Works Association, and Aircraft Owners and Pilot Association.

Education Background and Degrees held, if any:

MS Civil and Environmental Engineering, University of Colorado BA Mathematics, University of California

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

I am a twenty-nine year resident of Northern Nevada where my wife, Katie, and I raised our two children. I enjoy the outdoors and am dedicated to maintaining the high quality of life in Douglas County. I love sailing, skiing, hiking and working our "hobby ranch". I am a private pilot although now-a-days I fly radio control models at the County RC airport near the fairgrounds.

Attachments

Resume_Plan_Comm.pdf
Upload a Resume

Review and Acknowledgement

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(●) Yes ( ) No

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e-signature

Daniel M St. John, 06/26/2026

1766 Bitterbrush Ct.
Gardnerville, NV 89410
danstjohn51@gmail.com
707-331-4844

Dan St. John

Dec 2019 to Present: Retired.

Jan 2012 to Dec 2019: Director, Public Works and Utilities, Petaluma, CA

- Operations included Water and Wastewater with Treatment and Effluent Reuse; Environmental Compliance; Development Review and Flood Plain Management; Streets, Signals and Signs; Fleet Maintenance; Capital Projects; Parks and Facilities Maintenance; Solid Waste Franchise Management; Transit; and Marina and Airport Operations. Approximately 100 employees, annual operating budget in excess of $60 million and capital budget over $25 million. City service population of approximately 60,000.
- Responsible to support Boards and Commissions: Planning Commission; Airport Commission; Transit Advisory Board; Ped/Bike Advisory Board; Regional Groundwater Sustainability Agency Board. Served on Sonoma County Waste Management Agency Board as City representative.

February 2007 to September 2011: Public Works Director, Washoe County, NV

- Department included Engineering, Roads, Capital Projects, Facilities Management, Animal Services, Equipment Services and Reprographic/Mail Center. Approximately 190 employees, annual operating budget of $39 million and capital budget of $10 million. Serve county with population over 400,000.
- Served as Chairman, Truckee River Flood Authority Technical Advisory Committee, and Supervisor, Nevada Tahoe Conservation District.

April 2000 to Feb 2007 and Oct 1989 to April 1998: Director of Public Works, Assistant General Manager, and Director of Engineering, Incline Village General Improvement District (IVGID), NV

- Department included water, wastewater, and solid waste utilities, engineering, fleet management, and building and grounds maintenance divisions. Directed 45 employees, $9 million annual operating budget, serving 10,000 customers.
- Founding member of Tahoe Water Suppliers Association and Tahoe Wastewater Infrastructure Partnership; Supervisor and Chair of NTCD. Partnered in Federal acquisition of 650-acre Incline Lakes property with Nevada Land Trust, and USFS resulting in additional park land and water rights for IVGID.

May 1998 to April 2000: Deputy City Manager/City Engineer; Carson City, NV

- Management of water and wastewater utilities, streets and drainage, fleet maintenance, engineering, planning and building departments with over 130 employees and an annual operating budget of about $25 million serving community of over 50,000.
- Managed partnership with Nevada Department of Transportation for construction of the Carson City freeway (I-580) with state and private sector funding for City's regional storm water management facilities. Deputy commander, emergency operations center (EOC); executive director, Carson City Regional Transportation Commission; city liaison to Carson City Airport Authority; initiated stormwater utility district and chaired related citizens' advisory board.

1980-1985 & 1986-1989: Vice President; PBS&J, Inc., Tampa, FL
1985-1986: Vice President; Walter P. Moore & Assoc., Tampa, FL
1977-1980: Project Engineer; McCall, Ellingson & Morrill, Inc., Denver, CO

- Managed operations for general civil engineering services, including land development, sewer, water, stormwater and road projects. Services included survey, plat maps, sub-division and commercial land development design, master planning, and land use amendments and re-zonings.

Education:
- University of Colorado, Boulder - M.S., Civil and Environmental Engineering
- University of California, Berkeley **-** B.A., Mathematics

Professional
- Professional Engineer; Nevada, Colorado and formerly Florida
- Fellow, American Society of Civil Engineers; Past President Truckee Meadows Branch
- Former Elected Supervisor and Chairman, Nevada Tahoe Conservation District
- Former Member, Lake Tahoe Federal Advisory Committee
- Former Member; American Public Works Association, Water Environment Federation, and American Water Works Association

Application Form

Profile

Virginia
First Name

Middle Initial

Starrett
Last Name

891 Stutler Creek Court
Home Address

Suite or Apt

Gardnerville, NV
City

NV
State

89460
Postal Code

profvstarr@msn.com
Email Address

Mobile: (775) 790-1244
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

24

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

N/A

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

For more than two decades I have been actively following and participating in the governance of Douglas County. I believe I am fair-minded on the topic of a Stormwater Utility, and I am well acquainted with the OML and other aspects of holding a meeting.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

My career is in education. I taught English at the university level. As such, I encourage students to think for themselves and be prepared to back up their opinions with facts and logic. I also am an advocate for doing the necessary research to address a complex issue knowledgeably. I encourage debate as it often leads to better understandings by all involved.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I was on the Airport Advisory Committee when it was evaluating whether or not the County should engage a management company to oversee the airport or manage it in house. Each member of the committee had a great deal of material and financial data to consider. We ended up recommending not hiring a management company. I am happy to say that as things have turned out, we made the right decision.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Retired university English Instructor

Qualifications:

I work well on a team. I also am quick-minded enouigh to ask pertinent questions and perceive possible problems. As an experienced English professor, I have good communication skills as well as superior writing capabilities. I know this County well, and I care about my neighbors and fellow residents. I love this place and want to see it thrive.

Experience in Community Service:

I am the chaplain of the Douglas County Republican WOmen's group, and I've been a member for 15+ years. I am one of the directors of the Good Governance Group, and I've been a member there for 12+ years. I've served two terms on the Airport Advisory Committee.

Affiliation with Technical / Professional Societies:

None

Education Background and Degrees held, if any:

MA from California State University, Fullerton

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

I am acquainted or friends with all of the current county commissioners and many of the county staff. I will not allow this acquaintence to color my decision making regarding the issue at hand.

Additional Comments:

I look forward to serving on this vital committee.

Attachments

Upload a Resume

Review and Acknowledgement

ACKNOWLEDGEMENT AND RELEASE OF PUBLIC INFORMATION AND WAIVER OF NOTICE

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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of “See Attached or See Resume" will deem the application incomplete.

e-signature

Virginia Starrett 07/07/2026

Application Form

Profile

Cheryl
First Name

Middle Initial

Strehlow
Last Name

1028 Sun Crest Ct
Home Address

Suite or Apt

Gardnerville
City

NV
State

89460
Postal Code

cstrehlow5@gmail.com
Email Address

Mobile: (916) 390-6614
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

5

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

na

Cheryl Strehlow

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I am a resident and property owner in Douglas County NV. I am concerned about adding fees to homeowners without assurance that it is budgeted and spent correctly. I am also concerned about seniors and low income residents incurring fees.

Question applies to Stormwater Task Force

Stakeholder Representation *

☑ Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

I believe it important to listen and document everyone's views. Discuss each view and understand how each view pertains to the subject. I also believe its important to have rules for the discussions to ensure everyone is heard and their ideas are not dismissed.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

My career was as a financial analyst/manager. I have 40 years of experience in analyzing and presenting financial data to executive management while working at HP, Intel, Oracle and Varian.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Financial Management

Qualifications:

B.S. Degree in Accounting 40 years experience in various aspects of accounting and finance Management experience

Experience in Community Service:

Kindred Hospice Companion St Galls Rummage Sale set up Sunrise Baseball Little League Snack Shack

Affiliation with Technical / Professional Societies:

na

Education Background and Degrees held, if any:

B.S. Accounting, Cal State East Bay (CA)

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

C_STREHLOW.doc
Upload a Resume

Review and Acknowledgement

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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

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e-signature

Cheryl Strehlow

CHERYL STREHLOW
1028 Sun Crest Ct Gardnerville, NV 89460916-390-6614**cstrehlow5@gmail.com**

Summary

Strategic and analytical finance professional with over 10 years of success in financial reporting, analysis, and project management. Accomplished and results-oriented professional who consistently meets deadlines. Highly skilled at increasing productivity through detailed process analysis and improvement. Excellent financial reporting, budgeting, forecasting, data mining and reporting skills.

Highlights

- Advanced Excel user
- Financial analysis
- Accurate forecasting
- Variance analysis
- Budgeting
- Financial Modeling
- Financial reporting expert
- Government Contracts
- Efficiency Improvements

Experience

Discovery Counseling Cen**ter, Danville, CA approximately 2018 to 2023**
Business Manager

- Payroll Manager, semi monthly
- Responsible for all Revenue and expenses via QuickBooks
- Human Resources Manager, ensure adherence to laws. Support Employees.
- Work with Board regarding budget and expenses. Create reports as needed
- Volunteer at fund raising events.

United Technologies, Fairfield, CA 12/13 to 11/2016
Sr. Financial Analyst

- Create and maintain Actual vs Budget Variance reports and analysis.
- Create and maintain annual departmental, and profit and loss budget.
- Analyze and establish reserves for warranty projects, WIP, E&O and scrap.
- Create and maintain rates for overhead, materials, SG&A and COM.
- Financial modeling and analysis of impacts of rates, labor utilization, and projects.

Gemological Institute of America (GIA), Carlsbad, CA 05/12 to 08/13 (Relocated to SF)
Sr. Financial Analyst

- Prepared cost and revenue analytics utilizing peoplesoft database tools and excel.
- Validated financial data related to the implementation of Oracle Business Intelligence.
- Financial analysis including project status and cost per unit.
- Worked closely with Lean facilitators to assist with developing a metric reporting process.
- Worked directly with production managers and supervisors to track time and costs per unit, per process.
- Financial P&L reporting on a monthly basis, by location.

PRIDE Industries, Roseville, CA 03/11 to 05/12 (Relocated to Carlsbad, CA)
Sr. Financial Analyst

- Prepared financial analysis reports on business and contract results.
- Prepared budget and forecast variance analysis, developed and implemented processes and procedures related to financial analysis.

Continued…

CAREER EXPERIENCE CONTINUED

- Created and maintained indirect rates including overhead, G&A and Fringe.
- Financial analysis including project status and estimation to complete.
- Worked closely with business unit managers to prepare financial projections, and maintain current financial status of expenses, obligations, and balances of contract line items.
- Managed the preparation and coordinate the review of internal and external financial reporting packages.
- Created automated spreadsheets utilizing Excel pivot tables, macros and vlook ups.
- Supported internal, external and DCAA audit requirements as required.

ORACLE, Rocklin, CA, 4/09 to 02/11 (Organization outsourced to India)
Sr. Finance Manager

- Migrated expense report processing to our India facility.
- Managed a staff of 12 to support employee expense reporting.
- Established a forensics team of auditors to review and report fraud and abuse. Estimated cost savings are over $750 k annually.
- Managed system upgrades and testing.

AMERICAN RIVER APPAREL, Fair Oaks, CA 2003-2009
Owner/Operator
Responsible for all aspects of operating a business; purchased inventory and equipment, scheduled work in process, created digital and vector graphics, and digitzed graphics for the digital print, screen print and embroidery processes.

- Ensured customer orders were completed on time, correct and with high quality.
- Hired, trained and developed employees.

HEWLETT PACKARD, Roseville, CA 1996-2003
Finance Manager

- Prepared financial reports, developed budgets, and performed variance analysis.
- Supported internal audits to ensure regulatory compliance and operational efficiency.
- Reduced monthly closing cycle to three days with identification and recommendation of enhanced closing procedures.
- Designed operating procedures and processes to meet internal and external audit standards and improve efficiencies.
- Managed career development of direct reports including selection, development, and evaluation of personnel.
- Promoted twice, from financial analyst to Cost Accounting Supervisor to Finance Manager.

EDUCATION

California State University, Hayward (renamed to Cal State East Bay)
BS – Accounting

SOFTWARE/SYSTEM SKILLS

- Microsoft Office: Access, Advanced Excel, Word, PowerPoint
- Oracle
- SAP
- Quick Books
- Various ERP systems
- Oracle Peoplesoft (nVision)

Application Form

Profile

Thomas
First Name

Middle Initial

Stuve
Last Name

1144 San Marcos Circle
Home Address

Suite or Apt

Minden
City

NV
State

89423
Postal Code

tomstuve123@gmail.com
Email Address

Mobile: (775) 781-8479
Primary Phone

Home: (775) 267-3469
Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

20

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

NONE

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

The people need to have a presence for policy being projected to them which many feel is not their problem and will be expected to fund these objectives without their input.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

I've spent 25 years in management positions in pipeline construction and another 9 years as a Maintenance Superintendent for a city. These years were a constant give and take environment that I successfully navigated.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

As a planner for the Southern California Gas Company I was responsible for reading plot plans, plans other utility installations and deciding what locations we would install or pipelines. As a superintendent I needed to continually review work plans for street repairs, water installations, while keeping within budget.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Management

Qualifications:

Stated above

Experience in Community Service:

Stated above

Affiliation with Technical / Professional Societies:

None/ retired

Education Background and Degrees held, if any:

Bachlors in Business and Management

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Upload a Resume

Review and Acknowledgement

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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of "See Attached or See Resume" will deem the application incomplete.

e-signature

Thomas Stuve

Thomas Stuve

Application Form

Profile

Donna
First Name

Middle Initial

Tanner
Last Name

3810 Marble Court
Home Address

Suite or Apt

Wellington
City

NV
State

89444
Postal Code

z.donna@live.com
Email Address

Home: (775) 790-2018
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

10

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

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N/A

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

My family has and currently owns a Stormwater Management Service, and I have done contracted analysis in the past. My attendance at Douglas County Board of Commissioners meetings as well reading through our Counties related studies and documents gives me a relatively complete understanding of the county's positions. I bring the prospective of a taxpayer outside the Nexus of Services with an understanding of Stormwater Issues.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

My position on working with people representing a different point of view is we need all perspectives in order to come to a balanced solution. If we treat each other with honesty and respect, we can achieve productive outcomes.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

For the last 31/2 years I have severed as the volunteer administrative assistant to the FEMA Applicant for Topaz Ranch Estates GID Public Assistance Grant. This required the reading and understanding of the longitude and latitude of flood damaged areas. Assist in development of complex financial documents, project management procedures, federal and state floodwater and contract policies, and analyzed /organize a large amount information for submission to government agencies.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Retired

Qualifications:

See above.

Experience in Community Service:

Recently I have volunteered more hours than I can count assisting with a FEMA Public Assistance Grant that has brought new culverts and roads to TREGID.

Affiliation with Technical / Professional Societies:

N/A

Education Background and Degrees held, if any:

Animal Health Degree

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Upload a Resume

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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

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e-signature

Donna Tanner 07/06/2026

Donna Tanner

Application Form

Profile

Terrence (First Name) | D (Middle Initial) | Taylor (Last Name)

2735 Henning Lane (Home Address) | (Suite or Apt)

Minden (City) | NV (State) | 89423 (Postal Code)

fireye@charter.net (Email Address)

Mobile: (775) 434-3473 (Primary Phone) | Home: (775) 267-2577 (Alternate Phone)

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

30

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

N/A

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

As a retired Johnson Lane Volunteer Firefighter and Chief; as well as a retired East Fork Fire Captain (career) I responded and assisted in the incident management and direct contact with victims during the various flood events in Johnson Lane and other parts of the County. My own property was damaged by flood waters, and I hired a licensed Landscape Architect to help protect my property from both Fire and Flood events. My property has been safe ever since.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

As a Fire Captain and Investigator of fire and explosions for the County as well as a Fire Inspector, I have contacted officially virtually every type of person who is a resident here. I am oriented to creative and legitimate solutions to problems that arise with property ownership and/or tenancy both commercial and residential.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

In my position with East Fork Fire (26 total years), and my 7 years experience as a claims investigator for a major international insurance company and my prior public safety experience in California I have responded to assist owners and tenants during flood, fire, severe storms and snow ice events.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

(•) Yes ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Retired Fire Prevention Captain

Qualifications:

Public Safety and Prevention Officer, 8 1/2 years Insurance claims investigation experience prior to EFFD job.

Experience in Community Service:

28 years total of serving the public as a Deputy State Fire Marshal in CA and NV, Volunteer firefighter and fire officer, includes 20 1/2 years responding to emergency events in Douglas, Carson, Storey, Lyon Counties on federal state and private lands including the both sides of Tahoe Basin

Affiliation with Technical / Professional Societies:

Charter member Fire Prevention Assn of NV; Charter Member Nevada Chapter International Association, Arson Investigators

Education Background and Degrees held, if any:

BA Political Science - option in Public Administration Cal State University East Bay

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

I am retired, I no longer perform consulting for insurance companies. I am an instructor for federal,state, and local fire and law enforcement as it relates to Wildfire Origin and cause

Additional Comments:

I responded to these incidents and I support the Stormwater Initiative and the ordinance and funding of improvements. I believe we need to be fair and determine the best path. I don't mind paying fees, I had to pay over $35,000 total to safely and effectively protect my home from flood and fire. We need to be cooperators and make people realize how dangerous it is. Also my experience as a consultant and employee of insurance carriers gives me insight into how they operate.

Attachments

Upload a Resume

no attachments

Review and Acknowledgement

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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of “See Attached or See Resume" will deem the application incomplete.

e-signature

Terrence D. Taylor

Application Form

Profile

Steve
First Name

K
Middle Initial

Walker
Last Name

661 Genoa Lane
Home Address

Suite or Apt

Minden
City

NV
State

89423
Postal Code

stevewalker@gbis.com
Email Address

Home: (775) 771-6323
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

24

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

only 661 Genoa Lane

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

Am retired and have a background in water and natural resources. I have an extensive background in local government water and public works, having served as a Water planner for Washoe County and represented 5 Counties (including Douglas) in the State Legislature focusing on water, planning and public works issues. Additionally I worked for 10 years for Natural Resource Conservation Service (NRCS) in Douglas County and have relationships with the ag community. I also am a water right holder with a decreed Carson River right and a stockwater right.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Agricultural Producer/Ditch Committee Stakeholders

Steve K Walker

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

My local government background, especially successfully developing the Regional Water Management Plan for Washoe County and serving as a lobbyist for over twenty years has made working with people with multiple perspectives my job. I also worked as a facilitator for the federal government dealing with natural resource and water resource issues.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

While working as the District Conservationist for NRCS I was instrumental in developing the ordinances that created the Water Conveyance Advisory Committee (Ditch Committee). I sponsored tours with County Commissioners and provide technical testimony at the hearings. Also the development of the regional water plan referenced above required addressing technical, financial and policy issues.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

(•) Yes ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Retired

Qualifications:

Former lobbyist for the County and also represented Truckee Meadows Water Authority at the State Legislature for 18 years. I have a degree in Agriculture, have farmed and worked as a cowboy. I have been involved in design, funding and implementation of flood control projects in Washoe County. I served on the State Committee for Financing Water Projects for 10 years. My NRCS job in Douglas County gave me on the ground experience in surface water hydrology and water conveyance engineering.

Experience in Community Service:

As described I have worked with local governments fro over 25 years. Being retired and in good health I want to give back to the community where I live and I believe the Stormwater Task Force would be a good opportunity to contribute due to my background.

Affiliation with Technical / Professional Societies:

None right now but formerly a member of the Nevada Water Resources Association and Society for Range Management.

Education Background and Degrees held, if any:

BS - Agriculture - Range Mangement - UNR 1980

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Thanks for considering my application. Steve K Walker

Attachments

resume.doc
Upload a Resume

Review and Acknowledgement

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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

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e-signature

Steve K. Walker

Steve K. Walker
661 Genoa Lane
Minden, NV 89423

Phone: (775) 782-4469
Cellular: (775) 771-6323
stevewalker@gbis.com

EXPERIENCE

12/00 – Present **Consultant** *Walker & Associates*
Represent clients at the Nevada State Legislature specializing in water, land use planning and natural resource issues. Clients include Truckee Meadows Water Authority, Douglas, Lyon, Storey Counties, Carson City and Eureka County. Additionally provide consulting services in the fields of water resource assessment, water resource planning, agricultural land and natural resource assessments and groundwater management plan development. Clients include Eureka County, Carson City Parks Department, Legacy Land & Water and NGO's. Work output includes resource assessment reports for conservation easement applications, water rights analysis, re-vegetation for disturbed sites and site assessment for water facilities. Have expertise in Nevada natural resources, water resources, water issues and political process.

05/95 – 11/00 **Water Management Planner** *Washoe County, Nevada*
Served as principal staff to the Regional Water Planning Commission, a regional advisory commission to all local government entities on regional water management including water supply, wastewater treatment and flood control. Developed a Regional Water Management Plan for Washoe County that was approved by the elected officials of Reno, Sparks, Washoe County and the State Legislature. Managed planning budget and developed facility plans for all types of water related projects including environmental restoration.

12/92 – 05/95 **Resource Coordinator** *USDA Soil Conservation Service*
Responsible for a federal government program that develops natural resource based projects/programs that assisted four counties in Western Nevada. The program included both financial and technical assistance on local flood control project, irrigation system consolidation and environmental restoration on Tribal lands. Program was lead by regional commission made up of elected officials from sponsoring counties. Experience included grant writing/administration and project start-up/management. Coordinate efforts with other Federal Agencies including USFWS, ACOE, BOR, BLM and Forest Service.

10/81 – 12/92 **District Conservationist** *USDA Soil Conservation Service*
Responsible for the operation and management of a field office in western Nevada/Eastern California that provided technical and planning assistance to private landowners. Programs included irrigation system improvements, rangeland/forest land inventories with utilization plans and natural resource review of local government land development. Supervised a staff of professional employees including engineers and soil scientists. Employment period also include experience in on-farm conservation planning and plant/soil relationship description for soil survey program. Conducted snow surveys for 10 years in the Sierra Nevada Mountains.

74 – 81 **Range Conservationist** *USDA Forest Service*
Variety of positions throughout Nevada and southern Idaho working full time and seasonally for the Forest Service. Experience includes range environmental analysis, livestock/wild horse management plan development, timber sales administration and mining permit administration.

EDUCATION
University of Nevada – Reno
Bachelor of Science – Range Management – 1980
Continuing Education Plant Science/Public Administration – 1982 –1986

PROFESSIONAL ORGANIZATIONS
Nevada Water Resources Association; Former Member State Board for Financing Water Projects.

Application Form

Profile

John
First Name

J
Middle Initial

Welsh
Last Name

1130 Rocky Terrace Drive, 6 years.
Home Address

Suite or Apt

Gardnerville
City

NV
State

89460
Postal Code

jwelsh@ncenet.com
Email Address

Home: (775) 843-1198
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

6

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

same

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

My experience in civil engineering, and being a PE, in northern Nevada for 51 years, dealing with public works and agencies planning and designing transportation, airports, site development and numerous other projects allows me to provide a perspective into drainage on a broad scale. I could perhaps provide a perspective to the task force others may not have. (Clients have included RTC, Cities of Reno and Sparks, Washoe County, Reno Tahoe airport authority, along with agencies beyond Washoe County and other states.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

Having designed, with an understanding of large civil projects, and working with agencies, I've been exposed to public opinions and issues that impact the public but also the need to inform them of the reason for the projects which with this stormwater situation it will impact everyone in the county. You cannot satisfy everyone, but you need to make sure the stormwater impact fee is equitable to the individual parcel. I also believe there will be the need for individual site evaluations to ensure the coverage fee is equitable to the parcel.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I've prepared numerous technical documents and engineering costs of improvements proposed so I believe I can understand those on the civil engineering issues. I've worked through several large projects in northern Nevad such as civil design manager for the lowering the railroad tracks through downtown Reno; The southeast connector, highly controversial, (10 years) (now called Veterans Parkway) on the east side of the Truckee Meadows from inception to construction documents. I think I can provide perspective to the task force based on my engineering career; I cannot provide perspective on elements beyond my expertise.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

- (•) Yes
- ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Civil Engineer

Qualifications:

Expertise in the areas of civil improvements along with having projects that impacted the public. You cannot make everyone satisfied but at least ensure that the impacts are equitable.

Experience in Community Service:

was a member of the city of Reno Parks and Recreation committee for 6 years (many years ago). Involved in youth sports for many years (have 4 children all grown now) A member of the Engineering Advisory Board for the Univ. of NV, Reno for 14 years. Member of the Our Lady of Snows school board for 6 years. Member of the Manogue school Board foe 6 years.

Affiliation with Technical / Professional Societies:

ASCE (American Society of Civil Engineers, on board for 6 years rising thru president.), Recipient of ASCE Engineer of the year in Northern Nevada. NSPE (National Society of Professional Engineers, Norther Nevada) Recipient of Distinguished Engineer of the year in Northern Nevada APWA (American Public Works Association on board for 10 years rising to state president) Recipient of several project of the year awards in North. NV.

Education Background and Degrees held, if any:

Graduate of UNR (1975) with a degree in civil engineering. BSCE with graduate studies.

Do you anticipate any potential conflicts of interest?

(•) Yes ( ) No

Please explain:

Possible conflict. The Engineering firm I am currently associated with has had contracts with Douglas County (NCE). I am in the process of winding down my career with them and only have one project left to hand off to someone else in the office. That individual is currently getting up to speed on the project. I imagine he will absorb the project within the next month.

Additional Comments:

I am familiar with the areas of Northern Nevada and the Tahoe Basin, along with experience in civil projects and localized environmental issues, and other states, (transportation and Aviation projects). Familiar with drainage on a large scale as well as small scales.

Attachments

John_Welsh.6_29_docx.pdf
Upload a Resume

Review and Acknowledgement

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◉ Yes ○ No

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e-signature

John Welsh,PE

John J Welsh

John Welsh, PE

Address: 1130 Rocky Terrace Drive, Gardnerville NV, 89460; 6 years.

51 years of experience (now semi-retired)
BS, Civil Engineering, University of Nevada (Reno), 1975
Professional Engineer #5498 (Nevada) Active
Registered Water Rights Surveyor #642 (Nevada) Retired
Professional Engineer and Land Surveyor #30991 (California) Active
Professional Engineer #56564 (Washington) Retired

John's has worked in California, Washington, and other states, Nevada will always be his home. He's played a key part of the Truckee Meadow's growth, working on an eclectic range of design projects, including traffic improvements, multiple roadways (large and small), arterials/highways, airfields, utilities, rail (ReTRAC), storm drainage, sanitary sewer, flood control structures, mass grading, pavements, and development projects. Working with RTC for nearly four decades, he helped lead design efforts on Moana Lane, SouthEast Connector, Spot 8 Intersection, Oddie-Wells, Evans Avenue, and dozens of additional RTC projects.

John's 51 years of diverse engineering experience includes many years working with the Reno-Tahoe Airport Authority, the Cities of Reno and Sparks, Washoe County, the Regional Transportation Commission, and numerous local Northern Nevada Agencies. He lends his leadership and project management expertise to transportation projects, large and small water resource projects, site civil, along with studies and master plans. The ultimate goal is correcting deficiencies and repairing worn out infrastructure to improve the quality of life for his community. In addition to managing a project's design elements, John spends time cultivating collaborative relationships with his clients; because he knows they depend on him to keep their schedule and budget intact and to make sure that communication and quality are always at the forefront of any activity. John's experience includes projects throughout the Truckee Meadows, the environmentally sensitive Lake Tahoe Basin, remote desert and highly populated areas throughout Nevada and all of California.

MEMBERSHIPS

Past Member, Associated General Contractors of America, Inc., Reno Public Works Committee (10+ years)

Member and Past President (1998-1999), Truckee Meadows Branch, American Society of Civil Engineers

Member and Past President (1999) Northern Nevada Branch, and (2003) Nevada Chapter, American Public Works Association

Member, National Society of Professional Engineers

Member, American Society of Civil Engineers

Past Member UNR Civil and Environmental Engineering Advisory Board Member (14 years)

Past TMCC Civil Engineering Practitioner Advisory Board Member (2 years)

Past Member City of Reno Parks and Recreation Commission (6 years)

Past Member Manogue School Board (6 years)

AWARDS

2013 American Public Works Association, Project of the year Award, for Transportation Projects over $20M, Moana Lane Widening

2012 American Society of Civil Engineers (ASCE) Outstanding Achievement Award, RAPID Stations Project

2011 Civil Engineer of the Year, American Society of Civil Engineers (ASCE), Truckee Meadows Branch

2009 American Society of Civil Engineers (ASCE) Outstanding Achievement Award, SouthEast Connector Plan Line Study

2008 American Public Works Association, Pyramid Highway and La Posada/Eagle Canyon Intersection Improvements

2006 American Society of Civil Engineers (ASCE) Outstanding Achievement Award, Spanish Springs Water Reclamation Facility

2005 Southwest Contractor Best Nevada Transportation Project, Reno Railroad Relocation (ReTRAC)

2000 Distinguished Service of the Year Award, National Society of Professional Engineers

Application Form

Profile

Lawrence (First Name) | A (Middle Initial) | Werner (Last Name)

1174 Casa Blanca Ct (Home Address) | (Suite or Apt)

Minden (City) | NV (State) | 89423 (Postal Code)

lawerner@charter.net (Email Address)

Mobile: (775) 230-7237 (Primary Phone) | (Alternate Phone)

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

29

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

1174 Casa Blanca Ct. Minden, NV 89423

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

Previously tried to get the committee formed with no luck. Would be happy to share my experience.

Lawrence A Werner

Question applies to Stormwater Task Force

Stakeholder Representation *

☑ Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

In my experience, there is always an opportunity to discuss multiple viewpoints. I respect the idea of different opinions provided they are based on factual information. If not factual, I would try to work with the person to understand the actual basis of the situation.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

My background includes being a retired civil engineer, a retired public works director and a retired city and county manager which dealt with all these types of issues.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

Retired

Qualifications:

Retired civil engineer, public works director and city manager that dealt with storm water issues in multiple jurisdictions and states.

Experience in Community Service:

Besides the information provided above I have worked with FISH, was a voluntary fireman, belonged to Lions Club.

Affiliation with Technical / Professional Societies:

Retired member of the American Public Works Association and County Managers Association.

Education Background and Degrees held, if any:

Bachelor of Science Degree in Engineering from UNR.

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

LAW_Resume_2016.doc
Upload a Resume

Review and Acknowledgement

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◉ Yes ○ No

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Lawrence A Werner

e-signature

Lawrence A Werner 6/26/2026

Lawrence A. Werner 1174 Casa Blanca Ct., NV 89423

Home: (775) 267-9439 **Email: lawerner@charter.net**

Summary

More than 32 years of local government experience and 7 years of private consulting engineering experience with expertise in the following area:

- City/County Operations and management including:
  - Customer Service
  - Organization Change and Development
  - Media Relations
  - Labor Relations
  - Strategic Planning and Operational Analysis
  - Fiscal Operations and Budget
- Public Works Department Operations and Management
- Development Services Department Operations and Management
- Storm Water Utility Development and Implementation
- General Land Use Planning (Master Plan) Development
- Water and Wastewater Rate Development and Implementation
- Storm Water System Design and Construction Management
- Major Capital Planning, Design and Funding

Experience

Interim County Manager
4/2014 through 9/2014 Douglas County, Nevada

Served as Interim County Manager for Douglas County, Nevada after the previous manager resigned to take the County Administrator position for Lane County Oregon.

Douglas County, Nevada is a diverse community with the majority of the population located in the valley east of the Sierra Nevada mountains with a significant portion located in the south Lake Tahoe area. The form of government is an elected board of 5 County Commissioners who select the County Manager.

Douglas County has 28 separate taxing authorities that require coordination and cooperation to assure efficiencies in providing governmental services. There are 3 unincorporated towns, 15 general improvement districts, 4 utility districts, 3 fire districts, and 3 special districts.

In addition to performing general administrative duties, I worked closely with the County Commission to establish water and sewer rate increases under very contentious conditions; provided options for street and highway funding; worked closely with the business community to evaluate potential opportunities for improved county services; assisted the Human Resources Director in the County Manager selection process; worked closely with Emergency Management to address sever summer thermal flooding; and provided policy and procedural modifications in conjunction with the District Attorney's Office.

The total adopted 2014-15 budget was $168 million, with the General Fund at $42 million. The County estimated employment is 584 FTE.

City Manager (Retired)

2/9/2008 to 12/18/2013 Carson City, A Consolidated Municipality, Carson City NV

The City Manager of Carson City is the Chief Administrative Officer of a combined city/county full service organization. The 5 member Board of Supervisors constitutes the Legislative Branch to which the City Manager reports, the Executive Branch consists of 12 operating departments, 5 of which are managed by an elected official; Sheriff, Treasurer, Assessor, Clerk/Recorder and District Attorney and 7 where the director of each department is appointed by the City Manager: Finance, Human Resources, Information Technology, Health and Human Services, Parks and Recreation, Public Works and Fire. The third branch is the Judicial Branch consisting of two District Courts and two Municipal Courts. The City has 560 employees, a general fund operation budget of approximately $55,000,000 and a total budget of approximate $120,000,000.

Development Services Director/City Engineer

7/2006 to 2/2008 Carson City, A Consolidated Municipality, Carson City NV

The Development Services Director (prior to the department being absorbed by the Public Works Department) was responsible for administration of the Building and Safety Division, Engineering Division, Business License Division and the Planning Division. The Development Services Director was also the City Engineer.

City Engineer

7/2000 to 7/2006 Carson City, A Consolidated Municipality, Carson City, NV

The City Engineer was responsible for the engineering and development functions of the City working with the Planning Department, Fire Department and Building and Safety Department. All capital projects were administered by the City Engineer's office.

Location Principal Engineer

12/1998 to 7/2000 Lumos and Associates, Minden, NV

When the Southern California based firm of Berryman and Henigar elected to leave the Northern Nevada area in 1998, the Minden office was sold to Lumos and Associates, a local engineering firm with 4 branch offices. I was asked by Lumos and Associates to stay on as the Location Principal in Minden to manage their office.

Vice-President/Office Manager

1/1997 to 12/1998 Berryman and Henigar, Minden, NV and Seattle, WA

As the Vice-President/Office manager for the Seattle office of Berryman and Henigar I was responsible for the general operations of the office under the guidance of the president and board of directors of the company. Fiscal management, including payables and receivables, billings, payroll, and engineering management for training, professional licensing, contract administration were the major activities. In addition to being the Office Manager, I was also responsible for projects and clients – two of my biggest were the Boeing Commercial Airline group for stormwater systems at the Renton facility and the Kent- Benaroya facility. The second major client was a recycling facility in Whatcom County.

Principal/Owner

5/1993 to 1/1997 Vasey Engineering Co., Seattle, WA

I joined Vasey Engineering Company and contracted back to Douglas County Nevada for their Public Works Director. As interim Public Works Director I was responsible for the engineering element of the Douglas County Comprehensive Land Use Plan and Capital Improvement Plan. I developed flood hazard analysis tools using GIS. Ultimately I was one of four principal engineers of Vasey Engineering to purchase the company. Between Seattle and Minden offices, there were approximately 30 employees. The firm specialized in wastewater treatment, landfills, stormwater and water treatment

systems. The firm provided the engineering for Newcastle Golf Course and the Interbay Golf Course in Seattle and the Genoa Lakes Golf Course in Douglas County, Nevada.

Public Works Director

8/1992 to 5/1993 Douglas County, Minden, NV

Hired by Douglas County to be the Public Works Director for Douglas County, Nevada. Main focus was on improving community relations between the regulatory function (Building, Engineering and Planning) and the building community.

Assistant City Manager

12/1990 to 8/1992 City of Puyallup, Puyallup, WA

I was asked by the newly hired City Manager to resume the position of Assistant City Manager. The position was restructured to not have any independent authority or responsibility, but to act as the executive officer to the City Manager.

Acting City Manager

5/1990 to 12/1990 City of Puyallup, Puyallup, WA

The condition for taking the position was that the person assuming the job would not to apply for the City Manager position. I felt this to be appropriate under the circumstance relating to the departure of the City Manager. As acting, I had full responsibility and authority as the Chief Administrative Officer.

Assistant City Manager

2/1989 to 5/1990 City of Puyallup, Puyallup, WA

The role of the Assistant Manager was to assume management of the day to day operations of the city, to leave the City Manager time to deal with policy issues with the City Council and the community.

Public Works Director/Assistant City Manager

5/1984 to 2/1989 City of Puyallup, Puyallup, WA

Typical duties as Public Works Director, responsible for Engineering, Streets, Water, Sewer and Fleet. Worked with the Urban Arterial Board, State Legislature and State Departments regarding street projects and development issues. Designed and implemented the storm water utility. Worked closely with the Western Washington Fair.

Deputy Public Works Director/Public Works Director

1976 to 1984 Carson City, A Consolidated Municipality, Carson City, NV

Deputy Public Works Director for Utilities – 1976 to 1978

Public Works Director – 1978 to 1984

Public Health Engineer/State of Nevada NPDES Permits Officer

1973 to 1976 State of Nevada, Carson City, NV

Worked with the State Environmental Commission, State Board of Health, Nevada Department of Environmental Protection and State Legislature to develop the State of Nevada Water Quality Program and the National Pollutant Discharge Elimination System (NPDES) Permit Program. Established regulations and procedures for the assumption of the water quality program from the United States Environmental Protection Agency.

Deputy Public Works Director

1971 to 1973 Lyon County, Yerington, NV

Developed the county's public works department. Developed and implemented the county's comprehensive land use plan, development regulations, zoning codes and the first planning commission. Recruited by the State to assist in the development of the State's water quality program.

Education

Bachelor of Science

Civil Engineering

University of Nevada – Reno 1971

Post Graduate Studies

Sanitary Engineering

University of Nevada – Reno 1974

Executive Leadership

Rocky Mountain Program

University of Colorado – Denver 1986

1971 to 2014 - Myriad of professional development and general management courses.

Registrations	Professional Engineer, Civil, Washington No. 22380 Professional Engineer, Civil, Nevada No.3804 Professional Land Surveyor, Washington No. 223980 Professional Land Surveyor, Nevada No.3804
Professional Associations	International City Managers Association American Public Works Association American Water Works Association
(Previously)	Nevada Association of Land Surveyors

Application Form

Profile

Dave
First Name

Middle Initial

Wetzel
Last Name

Home Address

Suite or Apt

Gardnerville
City

NV
State

89410
Postal Code

Email Address

Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

5

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

Boards, Committees, and Commissions Policies and Procedures states: Criteria for Appointment, section D. Conflicts. Except as specifically required or allowed by law, County employees (including elected officials), persons who have been a County employee and/or an elected official during the previous twelve months, and persons who have a contract for services and/or goods with the County are not eligible for appointment to any County board, committee, or commission that has authority over the contract. Are you currently an Elected Official, a Douglas County Employee and/or have been an elected official or a Douglas County employee in the previous twelve months?

◉ Yes ○ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

N/A

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I believe that serving the community is an important role. I believe I have a measured, even perspective that will help advance solutions to our counties stormwater issues. I consistently try to understand all sides to an issue and I respect all voters in Douglas County.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

I believe that listening to all sides is key, finding areas of agreement will bring the community on board to creating a solution that a majority of people in this county will support. I also believe a majority of residents believe in small government, so a solution which addresses those concerns while still protecting residents from major rain events will bring a majority of our property owners into agreement.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

I am retired from Executive Protection and law enforcement. I was charged with planing and routing executive meetings and security during those events. I was also a crime scene and major accident fatality investigator. I was charged with evaluating evidence and determining circumstances where suspects were charged with major crimes. Working with county prosecutors, I successfully assisted in prosecuting those events.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

(•) Yes ( ) No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of "See Attached" will deem the application incomplete.

Occupation:

Qualifications:

I have 3 years of Executive protection and Corporate security. Successfully working to secure corporate events and personnel I have 20 years of law enforcement background and understanding how to apply the law I was a public school employee for 10 years, 4 as an administrator prior to starting law enforcement.

Experience in Community Service:

I am currently a part time employee with Douglas Co Elections. I believe in doing my part to create a better community for all of us to live. Going back many years I believe my time as a Boy Scout (Eagle Scout) also created my desire to contribute to the community

Affiliation with Technical / Professional Societies:

I was a member of the Association of Accident Reconstruction Specialists.

Education Background and Degrees held, if any:

AA: Spanish BA: International Relations, Soviet/US affairs MA: Education Administration.

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

[redacted]
Upload a Resume

Review and Acknowledgement

ACKNOWLEDGEMENT AND RELEASE OF PUBLIC INFORMATION AND WAIVER OF NOTICE

The undersigned acknowledges that he or she has been selected as a candidate for a Douglas County advisory board. The undersigned further acknowledges that he or she is hereby advised and accepts that:
(1) Douglas County is a public entity and is subject to the Nevada Public Records Law (NRS Ch. 239) and the Nevada Open Meeting Law (NRS Ch. 241);
(2) Pursuant to Nevada Law, the name of the applicant, cover letter, resume, and any other information you have provided as a part of the application process will be released as part of public meeting agendas and supporting materials.

This information is a public record and will be available to the members of the public and the media throughout this process. A candidate may request redactions, in writing to the Douglas County Human Resources, as may be allowed under Nevada law, prior to the release of the information to the Board.

The undersigned hereby waives any and all rights to further notice of the above referenced public posting of information and any notice that may be required by the Nevada Public Records Law or Nevada's Open Meeting Law, and hereby consents to these actions.

I authorize the release and do not request redaction of any information.

○ Yes ◉ No

If you selected no please list what you would like to be redacted prior to public release:

residential address, email, resume

Dave Wetzel

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of “See Attached or See Resume" will deem the application incomplete.

e-signature

David Wetzel

Application Form

Profile

Todd (First Name) | R (Middle Initial) | Whear (Last Name)

1520 Hussman Ave (Home Address) | (Suite or Apt)

Gardnerville (City) | NV (State) | 89410 (Postal Code)

todd@storall.biz (Email Address)

Mobile: (775) 901-1738 (Primary Phone) | (Alternate Phone)

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

26

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

1456 D Industrial Way

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

As a local developer of self storage, I have intimate knowledge of the current county standards when it comes to stormwater management. With so many DC parcels affected by the proposed fees, it is important to make sure it is fair and equitable for our residents and land owners. Funding sources should be thoroughly examined so as to minimize or eliminate any fees passed onto residents.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Business/Commercial/Industrial Property Owners

Todd R Whear

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

You know what they say about OPINIONS...right? Different points of view is essential to be sure to make the best decisions. That's the beauty of a working democracy!

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

My job is all about evaluation of complex information and decision making.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

As the Operating Member of Stor-All, LLC

Qualifications:

Owner and operations of a Northern Nevada storage company with facilities in 4 NV counties. Stormwater management is a key component of our industry since so much of our development are impervious surfaces.

Experience in Community Service:

Past President of Center For Hope and Healing. Co-Founder and Past President of the Cultural Arts Foundation of Douglas County. Annual Camp Hope Counselor for past 6 years. Helped start events like Hot Air For Hope, Wind Down Wednesday and the Backcountry Festival.

Affiliation with Technical / Professional Societies:

Past President of the Nevada Self Storage Association and current Advisory Board Member for the NVSSA.

Education Background and Degrees held, if any:

High School Diploma - Douglas High School BS of Kinesiology.- University of Colorado Certified Sports Massage Therapist - Sports Massage Training Institute.

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

Upload a Resume

Review and Acknowledgement

ACKNOWLEDGEMENT AND RELEASE OF PUBLIC INFORMATION AND WAIVER OF NOTICE

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I authorize the release and do not request redaction of any information.

◉ Yes ○ No

If you selected no please list what you would like to be redacted prior to public release:

IMPORTANT: By signing this application you are acknowledging that the information is complete and accurate. Any notation of "See Attached or See Resume" will deem the application incomplete.

e-signature

Todd R Whear

Todd R Whear

Application Form

Profile

Terri
First Name

Middle Initial

Willoughby
Last Name

1779 Bella Casa Dr
Home Address

Suite or Apt

Minden
City

NV
State

89423
Postal Code

twilloughby1959@gmail.com
Email Address

Mobile: (775) 297-5697
Primary Phone

Alternate Phone

Do you reside in Douglas County? *

☑ Yes

If yes, for how many years?

8

Which Boards would you like to apply for?

Stormwater Task Force: Submitted

Question applies to multiple boards

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○ Yes ◉ No

Are you available to attend, in person, the Board of County Commissioners meeting to answer any questions the Board of County Commissioners may have regarding your application and/or qualifications? Attendance is not mandatory, but recommended.

◉ Yes ○ No

Board, Committee or Commission Interest

Question applies to Stormwater Task Force

If you own property or operate a business in Douglas County and the address differs from the address listed above, please provide the address below:

n/a

Question applies to Stormwater Task Force

Why are you interested in serving on the Stormwater Utility Task Force? What perspective would you bring to the discussion?

I have extensive experience in utility rate setting and government finance, and feel I would add value to the process.

Question applies to Stormwater Task Force

Stakeholder Representation *

- [x] Residential Property Owner

Question applies to Stormwater Task Force

The Task Force will include individuals with differing opinions. Describe your approach to working with people who have perspectives different from your own.

Having worked in government finance for several years, I have been able to work collaboratively with department heads and elected officials in order to gain consensus on various issues. I am always interested in hearing the perspectives of others and hearing different sides to issues.

Question applies to Stormwater Task Force

The Task Force will review technical, financial, and policy information. Describe a situation where you evaluated complex information and helped reach a decision or recommendation.

During my career in government finance, I have had several occasions where I have had to evaluate complex information, such as capital projects, and provide recommendations about the fiscal viability of such projects.

Question applies to Stormwater Task Force

The Task Force will meet regularly over the next six months. Can you commit to attending regularly scheduled meetings, reviewing materials in advance, and participating in discussions throughout the duration of the Task Force?

◉ Yes ○ No

Background and Education:

Please tell us about yourself and why you want to serve.
Any notation of “See Attached” will deem the application incomplete.

Occupation:

CFO, Douglas County School District

Qualifications:

B.S. in Business Administration, Accounting Concentration; Masters in Public Administration, over 20 years in government finance, including 4 years with the San Bernardino Municipal Water Department, which involved utility rate setting.

Experience in Community Service:

I serve as the Treasurer for Carson Valley Trails Association.

Affiliation with Technical / Professional Societies:

Government Finance Officers Association

Education Background and Degrees held, if any:

B.S. in Business Administration, Accounting concentration and Master in Public Administration.

Do you anticipate any potential conflicts of interest?

○ Yes ◉ No

Please explain:

Additional Comments:

Attachments

TW_Resume.pdf
Upload a Resume

Review and Acknowledgement

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(●) Yes ( ) No

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e-signature

Terri Willoughby 7/7/2026

Terri Willoughby

TERRI WILLOUGHBY

1779 BELLA CASA DRIVE
MINDEN, NV 89423
HOME: (775) 297-5697
EMAIL: TWILLOUGHBY1959@HOTMAIL.COM

EMPLOYMENT

CHIEF FINANCIAL OFFICER 2018-December 2023
Douglas County, Nevada

Responsible for proper administration of financial affairs of the County; provides fiscal support for County, Towns, and Districts including financial administration and reporting, forecasting, payroll, capital project financing and municipal bonds; fosters cooperative working relationships with the Board of County Commissioners and represents the County in dealings with public officials from other jurisdictions, and members of the general public. The position also serves as the County Auditor and Comptroller pursuant to Chapter 251 of the Nevada Revised Statutes.

- *Successfully resolved long-standing audit findings.*
- *Developed a collaborative County budget process focused on financial stability and analysis.*
- *Worked with contract internal audit team and County staff to implement internal controls throughout the County*
- *Prepared quarterly financial reports to increase public transparency.*
- *Developed a capital improvement plan document focused on communicating the County's long-term capital needs to both the Board of County Commissioners as well as the public.*
- *Lead for County's Enterprise Resource Planning (ERP) system selection team*
- *Participation in County's Internal Review Committee (IRC) executive team*
- *Developed financial training for County's Supervisory Management training*
- *Managed the County's CARES Act federal grant allocation during the COVID-19 pandemic, including outreach as well as tracking and reporting.*

DIRECTOR OF FINANCE 2014-2018
City of San Bernardino Municipal Water Department, San Bernardino, CA

Responsible for planning, organizing, directing and administering the Municipal Water Department programs including accounting, debt financing, rate analysis, long-range planning, budgeting and construction financing. Achievements include:

- *Successful completion and implementation of Water, Wastewater Treatment and Sewer Collection rate studies.*
- *Successful issuance of over $70 million in revenue bonds in 2016 to finance critical infrastructure projects.*
- *Implementation of electronic timekeeping system.*
- *Assisted in transition of the sewer collection system from City management to Department management.*

FINANCE DIRECTOR 2011-2014
City of Menifee, *Menifee, CA*

Responsible for managing the fiscal affairs of a newly-incorporated City, including establishing policies and practices to ensure proper internal controls are in place. As a Director, responsibilities included managing a staff of five, including recruitment of new staff as well as developing existing staff. Duties include oversight of Community Development Block Grant (CDBG) program, including establishing the City's entitlement status. Achievements include:

- *Assisting the City Manager with successfully balancing of the City's budget following the loss of 16% of the City's revenue due to revisions to State legislation.*
- *Developing and implementing the City's purchasing policies and procedures.*
- *Successfully presenting the City's application for CDBG entitlement status, and subsequently establishing the City's first CDBG program.*
- *Developed the City's policy on Community Facilities District (CFD) formation, and managed the formation of the City's initial districts.*
- *Successfully located financial solutions to a variety of infrastructure issues, including presenting to Council, and facilitating a revenue bond issuance to partially fund construction of City infrastructure projects.*
- *Reviewing of pending legislation and reporting on possible impacts to the City Manager, as well as the City Council.*
- *Prepared presentations to communicate financial issues to both the public as well as the City Council.*
- *Serving as the City's risk manager.*
- *Serving as the City's Animal Services Manager.*

FINANCE DIRECTOR 2008-2011
City of Barstow, *Barstow, CA*

Responsible for managing the fiscal affairs of the City, including maintaining timely and accurate accounting records of City financial transactions; oversight of the budget process, revenue generating activities, and providing professional input and recommendations on City issues. Responsibilities also include management of Information Technology Division, Human Resources division Risk Management, and Transit functions of the City. Achievements include:

- *Development and implementation of purchasing policy and processes*
- *Received "Meritorious" budget award from CSMFO for 2009-10 budget*
- *Successfully resolved all outstanding management comments from prior audits.*
- *Developed quarterly financial report for presentation to City Council and citizens.*
- *Currently implementing Project Accounting and Online Timekeeping.*
- *Finalizing Cost of Services (User Fee) study and Cost Allocation Plan*
- *Participating in task force to develop up-to-date*
- *Implemented purchasing card program.*
- *Wrote and implemented credit card policy.*
- *Assisted in successful labor negotiations*
- *Act as City Manager in the absence of City Manager*

CONTROLLER 2007-2008
City of Riverside-Finance Department *Riverside, CA*

Under general direction, to plan, direct, and supervise the personnel and general administrative activities of the Accounting Division, including maintenance of general and subsidiary ledgers, fees and charges, accounts payable, treasury, and payroll sections. To provide accounting services and instruction to other City departments, to maintain budgetary controls; to audit financial records and assist in the development and installation of new accounting systems; and to perform related work as required.

ASSISTANT CONTROLLER 2002-2007
City of Riverside-Finance Department *Riverside, CA*

Supervised professional and administrative support staff. Analyze data for all aspects of control and compliance with established policies and procedures. Provided technical assistance to outside departments in areas such as preparing council reports as well as accounting issues. Monitor budgetary controls and work with departments to resolve budgetary issues. Developed and implemented procedures for fixed asset accounting. Prepare federal and state grant reports, as well as reviewing all aspects of grant accounting. Review accounting entries for accuracy and appropriateness. Work with outside auditors to insure reports reflect the proper financial condition of the City. Provide specialized reports and projects for both Finance managers as well as external department staff as required. Prepared curriculum for and conducted training classes for the accounting software package used by the City.

PRINCIPAL ACCOUNTANT 2000-2002
County of Riverside-Auditor/Controller *Riverside, CA*

Plan, organize, direct and coordinate the daily operation of the Cash Flow and Analyses section of the General Accounting Division. Supervise and participate in the selection, training and evaluation of professional accounting personnel. Review laws, legislation and policies to assure compliance and to determine impact on accounting procedures and recommend changes when necessary, including coordinating county-wide implementation of the new governmental accounting standard, GASB 34. Advise departments on a variety of accounting matters. Prepared budgetary forecasts and monitor budgetary performance for County revenues as well as monitoring departmental expenditures. Collaborated with County's Budget Officer on the preparation of the annual budget and fund balance forecasting. Assisted Chief Accountant in preparation of Comprehensive Annual Financial Report (CAFR) for the County. Supervised professional accounting staff as well as administrative support staff.

ACTING CHIEF ACCOUNTANT 7/01-10/31/01
County of Riverside-Auditor/Controller *Riverside, CA*

Temporary promotion while Chief worked on special project offsite-Organized and directed operations of the General Accounting Division of the Auditor Controller's office. Worked with other departments and districts in analyzing accounting and technical matters. Assisted Auditor-Controller in implementation and development of department operating and administrative policies. Review and study legislation and implement changes in procedural requirements for both county and district. Assisted with implementation of conversion to integrated financial system using Peoplesoft. Companion position through November 2001.

SENIOR ACCOUNTANT 1998-2000
County *of Riverside-Auditor/Controller* *Riverside, CA*

Performed complex and specialized accounting work relating to both the preparation of General Fund Cash Flows and Comprehensive Annual Financial Report. Provided assistance and guidance to other departments with regards to accounting transactions. Assisted outside auditors during their review of the Comprehensive Annual Financial Report by performing variance analysis and preparing adjusting entries as necessary. Prepare cash flow projections in conjunction with the annual issuance of the County's Tax and Revenue Anticipation Notes. Perform special accounting projects as requested by the Chief Accountant. Review governmental codes and regulation to determine the proper treatment of transactions to maintain compliance.

ACCOUNTANT 1996-1998
County of Riverside-DPSS, Management Reporting Unit *Riverside, CA*

Responsible for entire time study process, from preparation of time study instructions to the actual input of data, reviewing State regulations to maximize claiming by the County. Assisted in the preparation of claims for reimbursement from outside agencies, such as the State of California. Reviewed accounting transactions to verify correctness. Represented the department at task force meetings.

EDUCATION

MASTERS-PUBLIC ADMINISTRATION *2007*
Cal State San Bernardino *San Bernardino, Ca*

B.S.-BUSINESS ADMINISTRATION, ACCOUNTING CONCENTRATION *1994*
Cal State San Bernardino *San Bernardino, Ca*

SKILLS

Software Used: MS Access, Lotus, Excel, MS Word, WordPerfect, JD Edwards, Advantage Financial, SKYLINE, Peachtree, Dbase, MS PowerPoint, Harvard Graphics, Peoplesoft, SunGard BiTech IFAS, Synergen (SPL), EDEN, SunGard Naviline, Executime. New World System

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Training: Intermediate Governmental Accounting-Governmental Finance Officers Association: January 2001

Capital Asset Reporting-Governmental Finance Officers Association: January 2001.
Advanced Governmental Accounting-Governmental Finance Officers Association: January 2003.
Budgeting for Outcomes: Getting the Results You Need in an Age of Permanent Fiscal Crisis-Governmental Finance Officers Association: January 2006.
Public Financial Management-Cal State San Bernardino, 2006
Public Budgeting & Finance-Cal State San Bernardino, 2005

Accomplishments:

- *Founding Board Member, Nevada Chapter, Government Finance Officers Association (GFOA) 2021-2023*
- *Vice-Chair; Women's Professional Financial Network, Mentoring Committee; 2022-23*
- *Board Member, California Society of Municipal Finance Officers (CSMFO)-2010 to 2012.*
- *Vice-Chair-California Society of Municipal Finance Officers (CSMFO), Site Selection Committee.*
- *Vice-Chair -California Society of Municipal Finance Officers (CSMFO) Recognition and Awards Committee*
- *Chapter Chair, CSMFO Desert-Mountain Chapter*
- *CAFR Reviewer-Government Finance Officers Association (GFOA)*
- *Member-California Society Municipal Finance Officers, American Society for Public Administration, Government Finance Officers Association*
- *Outstanding Graduate Student-Public Administration Department, Cal State San Bernardino, 2007.*

AGENDA ITEM NO. 13.2

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 16, 2026

TIME REQUIRED:

AGENDA: **COUNTY MANAGER**

TITLE:
For presentation only. Announcements/reports/updates from County Commission members, including updates on the various boards and/or commissions that they may be a member of or a liaison to, or any other meetings/functions they have attended, and any request by a Commissioner for discussion of a future agenda item. (Chairman Gardner)

RECOMMENDED MOTION:
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:

Mark Gardner, Chairman:
- Carson Valley Chamber of Commerce
- Carson Valley Visitors Authority
- Nevada Association of Counties (NACO)
- Northern Nevada Development Authority (NNDA) (Alt.)
- Regional Transportation Commission
- Quad County Coalition
- Joint Powers Authority/Waste Management (Alt.)

Commissioner Nathan Tolbert, Vice Chair:
- Audit Committee

- Carson Water Subconservancy District
- Debt Management Commission
- Lake Tahoe South Shore Chamber (Alt.)
- Nevada Association of Counties (NACO)
- Nevada Works
- Parks & Recreation Advisory Board
- Quad County Coalition (Alt.)
- Tahoe Regional Planning Agency (Alt.)
- Tahoe Transportation District (Alt.)
- Western Nevada Development Authority (WNDD)

Commissioner Wesley Rice:
- Douglas County Lake Tahoe Sewer Authority
- Joint Powers/Waste Management
- Lake Tahoe Visitors Authority (LTVA)
- Lake Tahoe South Shore Chamber
- Regional Transportation Commission (RTC)
- Stateline Storm Water Association
- Tahoe Douglas Visitors Authority (TDVA)
- Tahoe Regional Planning Agency (TRPA)

Commissioner Sharla Hales:
- Carson Valley Arts Council
- Carson Water Subconservancy District
- China Spring and Aurora Pines Girls Facility Advisory Board Executive Committee
- Douglas County Business Council
- Nevada Works (Alt.)
- South Shore Transportation Management Association
- Tahoe Event Center Stakeholder Group
- Tahoe Transportation District

Commissioner Danny Tarkanian:
- Carson Valley Visitors Authority (Alt.)
- Law Library
- Northern Nevada Development Authority (NNDA)
- Nevada Tahoe Conservation District

There will be no discussion or action taken on these reports/updates.

ATTACHMENTS: