Douglas County

Board of County Commissioners Public Meeting Notice and Agenda

Mark Gardner
Nathan Tolbert
Sharla Hales
Wesley Rice
Danny Tarkanian

Thursday, January 22, 2026 **10:00 AM** **Historic Courthouse**
1616 Eighth St.
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

January 22, 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 December 11, 2025, special meeting and December 18, 2025, regular meeting 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 Packaged Retail Liquor and Restricted Gaming License for Truman Enterprise II, Inc., dba 7-11 Store #23074E. 7-11 Store #23074E is represented by Owner Imran Ali Rana and has signed a Waiver of Notice of Hearing. 7-11 Store #23074E is located at 1060 US Highway 395N Gardnerville, Nevada 89410. (Captain Jon Storke)

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 to accept the 2025 Annual Statistical Report for the Department of Alternative Sentencing in accordance NRS 211A.110. (Yvette Doan, Chief Alternative Sentencing Officer)

B. For possible action. Discussion to approve an increase in the annual purchase order with Carson Valley Vet from $54,000 to $79,000, and approve a transfer within the purchase order of $10,000 from professional services to rabies ($5,000) and sterilization ($5,000). (Brook Adie, Community Services Director)

C. For possible action. Discussion to retroactively approve an Interlocal Agreement between Carson City Health and Human Services and Douglas County for Douglas County to receive American Rescue Plan Act (ARPA) funds for Comprehensive Reproductive Services, in the amount of $29,367, for Fiscal Year 2025-26, including the dates of July 1, 2025, through June 30, 2026, and $10,614 for Fiscal Year 2026-27, covering the period of July 1, 2026, through December 31, 2026. (Brook Adie, Community Services Director)

D. For possible action. Discussion to approve a contract between Douglas County and Rec Technologies for the provision of Parks and Recreation software and related services to the Community Services Department for a total cost of $119,000 for the initial three-year contract term, with a Douglas County option to renew the agreement for an additional two years at a cost of $40,000 per year; and approve the four-times-per-month remittance schedule for fees paid to Douglas County through the Rec Technologies software platform as specified in the contract. (Brook Adie, Community Services Director)

E. For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through December 15, 2025, per Nevada Revised Statute 251.030. (Kathy Lewis, Chief Operating Officer)

F. For possible action. Discussion to approve a six-month indigent legal services contract with Justin Clouser, Esq., in the not-to-exceed amount of $132,500, and an additional $450 per day for weekend and holidays for each bail hearing Mr. Clouser attends, or is available to attend, effective January 1, 2026, through June 30, 2026, to align with the County's fiscal year and to authorize the County Manager to execute the contract. (Brian Filter, Director of Indigent Defense)

G. For possible action. Discussion to approve an amended hourly contract with Justin Clouser, Esq., to provide conflict indigent defense services at an hourly rate of $175 per hour on all cases, with an amended not-to-exceed amount of $60,000 for the contract, effective July 1, 2025, through December 31, 2025. It is anticipated that Mr. Clouser will undertake an annual contract for the provision of such services on January 1, 2026. However, the amount of compensation to Mr. Clouser through December 31, 2025, will exceed the current $50,000 cap necessitating the amendment. (Brian Filter, Director of Indigent Defense)

H. For possible action. Discussion to approve the starting salary for a newly hired Deputy Sheriff II at Step 5 ($40.25 an hour) based on the candidate's experience and qualifications. (Undersheriff Elges)

I. For possible action. Discussion to approve a contract between the Douglas County Sheriff's Office and Dr. Jena Casas (Kiser), Ph.D. to provide mandated wellness mental health training

for Douglas County Sheriff's Office employees at a rate of $250.00 per 50-minute clinical hour through December 31, 2026. (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

PRESENTATIONS

11. For presentation only. Presentation regarding the Tahoe Prosperity Progress Report. Douglas County contributes $30,000 annually to the Tahoe Prosperity Center to help fund projects in the Tahoe basin, including broadband, alert wildfire cameras, small business support, affordable housing, and the annual Envision Tahoe Summit. (Sarah Schmidt, Executive Director for Tahoe Prosperity)

CLERK-TREASURER

12. For presentation only. Presentation of the 2026 Election precinct maps for Douglas County by the Douglas County Clerk/Treasurer. (Amy Burgans, Clerk/Treasurer)

COMMUNITY SERVICES

13. For possible action. Discussion to adopt **Ordinance 2025-1659**, an ordinance amending various provisions of Title 6 of the Douglas County Code, pertaining to Animals. The ordinance adds new definitions to clarify code language; modifies certain procedures related to dangerous and vicious dogs; updates procedures related to the number of dogs a person may keep; revises requirements for dog breeders, dog fanciers, dog rescues, pet services, pet shops, and kennels; amends appeal procedures; revises procedures related to the impoundment of animals; clarifies provisions related to animal cruelty; updates the Animal Services euthanasia policy; and amends provisions related to investigations, citations, and penalties for non-compliance. Second Reading. (Brook Adie, Community Services Director)

COMMUNITY DEVELOPMENT

14. For presentation only. Introduction of **Ordinance 2025-1661**, a Zoning Text Amendment amending Douglas County Code, Title 20, by revising Chapters 20.658, 20.662, 20.664, 20.666, and 20.668, in order to implement the requirements of Assembly Bill 241, passed by the Nevada State Legislature during the 2025 legislative session, by allowing mixed-use residential development in commercial zones. The applicant is Douglas County. First Reading. (Kate O'Neil, Planning Department)

FINANCE

15. For possible action. Discussion to approve the Fiscal Year 2026-27 Budget Objectives, Directives, and Calendar. (Kathy Lewis, Chief Operating Officer)

COUNTY MANAGER

16. 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)

17. 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.

18. ADJOURNMENT

AGENDA ITEM NO. 5.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: January 22, 2026

TIME REQUIRED:

AGENDA: **APPROVAL OF PREVIOUS MINUTES**

TITLE:
For possible action. Discussion to approve the draft minutes of the December 11, 2025, special meeting and December 18, 2025, regular meeting of the Board of County Commissioners.

RECOMMENDED MOTION:
Approve the minutes of the December 11, 2025, special meeting and December 18, 2025, regular meeting of the Board of County Commissioners, as presented.

FINANCIAL IMPACT:
None.

BACKGROUND:

ATTACHMENTS:
121125ForBoardApproval.pdf
121825ForBoardApproval.pdf

DRAFT

The Special Meeting of the Board of County Commissioners was held on Thursday, December 11, 2025, 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.**

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

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

STAFF PRESENT:
Jenifer Davidson, County Manager
Doug Ritchie, Chief Civil Deputy District Attorney
Nicki Leeper, Assistant County Clerk
Tanya Balda, Senior Deputy Clerk

Chairwoman Hales speaks:
Good morning. Welcome to our Special meeting where we're going to make a bunch of applications of really excellent people who are willing to serve our community. Thank you for being here and thank you for being engaged and willing to give of your time and talents. I will note that we have Commissioner Rice, who is attending remotely. Can you hear us, Commissioner Rice?

Commissioner Rice speaks:
If I can unmute myself. Yes, I can. Thank you.

Chairwoman Hales speaks:
Very good. We're glad you're able to be with us virtually.

Commissioner Rice speaks:
Me too. Thank you.

Chairwoman Hales speaks:
We look forward to having your smiling face back among us but meanwhile we're glad you're attending remotely.

Commissioner Rice speaks:
Thank you. Hopefully next month, our next meeting, I can be there in the pink.

Chairwoman Hales speaks:
Sounds good.

1. PLEDGE OF ALLEGIANCE
Led by Vice Chairman Gardner.

UNAPPROVED

2. PUBLIC COMMENT (No Action)

Chairwoman Hales speaks:
We'll begin with Opening Public Comment on matters over which we have jurisdiction or control but not necessarily on the agenda. We have a three-minute time limit. After two and a half minutes, there's a beep and a yellow light and after three minutes there's a bigger beep and a red light. Do we have any Opening Public Comment? Welcome, Ms. Waller.

Ellie Waller speaks:
Good morning. Happy holiday season. Upon review of the 2025 Board of County Commissioners appointments to various boards and committees from the December 4th packet, I strongly urge and recommend that more dedicated alternative, alternates, positions be volunteered for on the list. First, the Tahoe Regional Planning Agency alternate, I believe, is Commissioner Hales but it's not listed or has sat in on a meeting. For 2026, the TRPA Governing Board meeting should be attended by whatever Commissioner is appointed and if he or she cannot attend then the alternate should be given as much advance notice allowing for their attendance. My opinion is that crucial information on project approvals, especially related to Douglas County Code amendments, transportation, recreation, housing plans, needs to be disseminated to the Tahoe Township residents as well as Valley residents until such time that a dedicated Tahoe Community Development staff person can, and I believe should, be hired. This effort should also be coordinated with the Douglas County Community Development staff appointee and layperson on the Tahoe Regional Planning Agency Advisory Planning Commission and provide public presentations to the entire Board of County Commissioners, so they stay informed as well from a scientific and planning arena. The same goes for the Tahoe boards and committees that don't already have alternates, like the Lake Tahoe and Tahoe Douglas Visitors Authority, which are not listed even on the County Boards and Commissions web page, neither is the South Shore Transportation Management Authority, nor Tahoe Conservation District, which are essential that directly affect the residents. Furthermore, the Valley boards and committees should have dedicated alternates for the Douglas County Parks and Rec, Carson Valley Arts, Audit Committee. Back to Tahoe for a moment; it would be advantageous, in my opinion, for the Board of County Commissioners and Planning Commission Members to attend TRPA Advisory Planning Commission and Governing Board meetings to garner fundamental understanding of how they operate. Thank you.

Chairwoman Hales speaks:
Thank you. I will just note for your information that Commissioner Tolbert is the alternative on TRPA.

Ms. Waller speaks:
It isn't listed.

Chairwoman Hales speaks:
Okay. Thanks. On the TRPA website or Douglas?

Ms. Waller speaks:
It was on the Douglas County…

Chairwoman Hales speaks:
Oh, okay. Thank you. Ms. Christensen, welcome.

Rachel Christensen speaks:
Thank you. I'm here to formally express the Ruhenstroth residents' grave concerns regarding the proposed contracts and the recent premature start of the Smelter Creek project. First, I want to state my objection to the contract terms being presented to approximately 25 county residents. The requirement that these

UNAPPROVED

residents that are heirs, the assignees, maintain their section of Smelter Creek to the impossible standard of being engineered, graded, OSHA compliant, and accommodate the County well line, crossing private property at a depth of 42 inches, which no one would ever be able to know, is completely unacceptable. Furthermore, forcing residents to sign a contract that waives the County's liability for anything past, present, or future is coercive. Second, the execution of this project has begun in violation of the County's own stated conditions. The project was scheduled to start on or after January 5th, weather permitting, with the prerequisite that all surveying, engineering, easements, and contracts be completed and signed. Work began last Friday without completed engineering, a clear plan, or all the contracts being signed, with many residents not even having received the contract yet. Proceeding without proper engineering and completed legal agreements puts residents at unnecessary risk. I must ask, would you want your kids, your grandkids, or your parents to sign away their rights to such an unacceptable plan, incomplete plan? The County is asking all citizens to pay the stormwater utility fees to fund the Stormwater Department's $141 million in projects. Given this chaotic and risky start to the Smelter Creek project, this public deserves a higher standard of planning and execution of the $141 million of, of million investment. We should all expect better; we really should. My neighbor Scott, when he has a surgery, he has a plan, he has contingency plans for what could happen. You wouldn't want a doctor going in and doing surgery on a wing and a prayer; yet that's what our Stormwater Department is currently doing to us and the residents in Ruhenstroth. I urge you to immediately halt the work on this project until all engineering is complete, a final plan is approved, and all contractual and easement issues are properly resolved.

Chairwoman Hales speaks:
Is there any other Public Comment? Vice Chairman Gardner would like to respond to a Public Comment.

Vice Chairman Gardner speaks:
Ms. Waller indicated that the boards and commissions aren't all on the County website and what I wanted to indicate there is that each of us are assigned when we do our Board reorganization every January, we're assigned to different boards and commissions that are not advisory boards to this Board. Okay. So therefore, because those do not have public involvement, in a lot of cases, those are not listed on our advisory board areas of our website, so that's why you won't see them there, including TRPA, NACo, CAMPO, TTD, and all the others, so those won't be there. Visitors Authority, Chambers of Commerce, they won't be on there because those are not advisory boards to us. So, thank you.

3. APPROVAL OF AGENDA

MOTION TO: Approve the agenda; carried.

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

ADMINISTRATIVE AGENDA

4. For possible action. Discussion on three appointments to the Genoa Historic District Commission, each for a two-year term beginning January 1, 2026, through December 31, 2027, in accordance with County Code 2.28. (Jenifer Davidson, County Manager)

Chairwoman Hales read the agenda item into the record.

UNAPPROVED

Jenifer Davidson, County Manager, speaks:
Thank you, Madam Chair, Members of the Commission. As we do every year when we are soliciting interest in upcoming vacancies on our various boards and commissions that are subject for appointment by this Commission, we do advertise each of the vacancies in the newspaper, both The Record Courier and The Tahoe Tribune. So, staff did announce all vacancies that we will be discussing today that way, did solicit applications through a date certain, and I won't include that information in every single introduction, just know that that applies to everything we're going to chat about today. Specifically, with regard to the Genoa Historic District, there are three upcoming vacancies on the Historic District Commission, which are set to expire December 31st of this year. We have three applicants seeking reappointment. I believe each indicated that they were available to chat with you today if you want to discuss their interest further with them. With that, Madam Chair, I would turn it back to the Commission for your pleasure. Thank you.

Chairwoman Hales speaks:
Yes. We are pleased to have Marian Vassar, Molly Dahl, and Maggie Tracey who have applied and we invite you to take a moment and share with us from the podium just maybe a thought about your service or something that you feel passionately about in your mission, if you would like to Ms. Vassar. And I'll note while you're coming to the podium that your application indicates that you've served on this commission for 20 years, which is remarkable.

Marian Vassar, Genoa Historic District Commission applicant, speaks:
Good morning. And I never miss an opportunity to talk before a confined audience.

Laughter was heard.

Ms. Vassar speaks:
Yes. Let me write my name. Sorry. I think I just would like to say that I first went to Genoa, visited Genoa, in 1954 on my honeymoon and I've been coming there ever since. We moved here in ’94. I've always been interested in the historic preservation. I think that we are a real gem for this county, as well as for the state, the fact that we are the first permanent settlement. I am extremely excited because in the last two or three years we have had wonderful support from Andrea Pawling and AJ Hames and we have come forward with better regulations and codes and guidelines from the County and I'm very excited for that. If I'm back on the commission, I will serve with all of my Polish stubborn self.

Laughter was heard.

Chairwoman Hales speaks:
Thank you, ma'am. Are there any questions? No. No questions. Thank you. And do we have Ms. Dahl here?

Molly Dahl, Genoa Historic District Commission applicant, speaks:
Good morning. I echo everything Marian says. And she doesn't know this yet, but she is very influential on me and her longevity as one of the primary members of this board is remarkable and so I strive to emulate her truth and dedication to what she's doing to preserve our history. So, thank you, Marian. And I have just been on this board for a couple of months and have really come to appreciate what it means to be involved at a level where we do have impact to preserve what we love and where we live and so I'm grateful to be able to share in whatever capacity and serve how I can. Thank you.

Chairwoman Hales speaks:
Thank you. Let me see, are there any questions? No questions. Thank you very much. Maggie Tracey.

UNAPPROVED

Margaret “Maggie” Tracey, Genoa Historic District Commission applicant, speaks:
Good morning. I would like to just reiterate what Molly said about Marian, she is a force to be reckoned with and she is the reason that I applied for the historic commission in the first place. I first met her in the 90s, I think, when we were working Candy Dance together and so we've known each other ever since. But I've been in the Genoa area for, I hate to even think that long, but off and on for the last 50 years, so this year, and it's a real important community to me and I think it's a gem for the state and for the county. But I also can see a lot of issues that the historic commission has to deal with and we want to maintain the historic character of Genoa. So, I'll take any questions.

Chairwoman Hales speaks:
I read in your application that you live in a 160-year-old house.

Ms. Tracey speaks:
Yes.

Chairwoman Hales speaks:
Which is remarkable.

Ms. Tracey speaks:
Right. It's right on the main street. It was built in 1858 and it was where the Frederick Klotz Saddlery is and so we fixed it up. It was in very poor shape when we bought it, like five years ago. And prior to that, we lived down at the end of Pioneer Trail in an 1898 house. So, our whole life we've lived in old houses.

Chairwoman Hales speaks:
Good for you. Thank you. Any questions? All right. Then we I will bring it to… Yeah. Public Comment.

PUBLIC COMMENT- none

Chairwoman Hales speaks:
I see no Public Comment. Vice Chairman Gardner.

Vice Chairman Gardner speaks:
I move for the reappointment of Marian Vassar, Molly Dahl, and Margaret “Maggie” Tracey to the Genoa Historic District Commission, as presented.

Commissioner Tolbert speaks:
Second.

Chairwoman Hales speaks:
It's been moved by Vice Chairman Gardner, seconded by Commissioner Tolbert that we appoint these three applicants. All in favor? It carries unanimously. Thank you so much for your service.

MOTION TO: Reappoint Marian Vassar, Molly Dahl, and Margaret "Maggie" Tracey to the Genoa Historic District Commission, each for a two-year term beginning January 1, 2026 through December 31, 2027; carried.

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

UNAPPROVED

5. For possible action. Discussion to appoint two members to the Douglas County Planning Commission by the Board of County Commissioners for a four-year term beginning January 1, 2026, through December 31, 2029. (Jenifer Davidson, County Manager)

Chairwoman Hales read the agenda item into the record.

Jenifer Davidson, County Manager, speaks:
Thank you, Madam Chair, Members of the Commission. There are two upcoming vacancies on the Planning Commission with terms set to expire this year. We've received applications seeking reappointment from both Kirk Walder and James McKalip, with new applications from Joel Potter and Brian Turner for your consideration today. With that, Madam Chair, I turn it back to the Commission for your deliberations.

Chairwoman Hales speaks:
Thank you. We'll use the same format. We'll invite Mr. Walder to the podium to share thoughts or maybe priorities, taking a minute or two.

Kirk Walder, Planning Commission applicant, speaks:
Madam Chair and County Commissioners, I live in Zephyr Cove and I am seeking reappointment to the Planning Commission, where I served for eight years. I believe the experience and knowledge I have acquired makes me a good Member of the Planning Commission and deserving of appointment to another term. The Planning Commission is likely to handle several major issues in 2026; revisions to Title 20, an update to the Master Plan, and creation of a Tahoe Douglas Area Plan. I have experience with each of these topics and feel confident I can help produce a good outcome on these projects. I'm very proud that I was Chair during the development of the 2020 Master Plan, which was recognized as the Outstanding Rural Plan Award by the Nevada Planning Association. I'm proud that since a long-standing doctor appointment conflicted with the first meeting in 2018, I have never missed a meeting or a vote in the last eight years. By my count, that consists of full attendance at 84 consecutive meetings. I intend to keep that record of participation. In addition to the Planning Commission, I frequently attend Tahoe Regional Planning Agency meetings and workshops, as well as other community meetings to be better informed about key issues. I appreciate your consideration and hope to continue my work for Douglas County. Thank you.

Chairwoman Hales speaks:
Thank you very much, Mr. Walder. Are there questions? I see no questions. Oh, wait. Not quite yet.

Vice Chairman Gardner speaks:
I know you know the answer to this, but I want to ask, in all fairness, to ask all four applicants about this; are you familiar with the Growth Management Ordinance and how do you view that?

Mr. Walder speaks:
I am very familiar with the Growth Management Ordinance. It is very complex, it's very well intended, and it's an important measure for us to always keep foremost in our mind that we need to balance all aspects of growth and housing in the county.

Chairwoman Hales speaks:
Any other questions? Okay. Thank you, Mr. Walder.

UNAPPROVED

James McKalip, Planning Commission applicant, speaks:
Good morning. I'll sign that later. I was appointed a year ago and so I had only one year to be on the Planning Commission. I've never missed a meeting. I've never in my seven years on the Board of Equalization or my one year on the Planning Commission ever not come to a meeting fully prepared. We have a packet for a reason, and I've been on boards, not on the Planning Commission, where it became obvious not everyone had read it. I go in detail. They know to print it up for me by Friday, so that I can make my notes and prepare my questions and be ready for the meeting on Tuesday. I've enjoyed my year on the Planning Commission. I think we do important work. I think we have, as Mr. Walder has already said, important issues coming up in the next few years; none more important than the update to the Master Plan. We also, I think, are going to consider transferable development rights, Title 20. There's a lot of issues and the Planning Commission is, I think, as important as any board other than yourselves, and I've enjoyed it and I'd like to have more than a year. I appreciated being able to fill out another term, but I would like to have my four-year term. I believe I'll do a great job for you and I already think I already have. I've enjoyed working with Chairman Casey and the Board and it's a good group of people. I've enjoyed working with Tom Dallarie at Community Development and they do a great job of answering any questions and help us prepare for every meeting. And I'll anticipate the question on the Growth Management Ordinance; I think it works. Like everything else, it's probably something to always look at and say, can we make it better or more responsive to the needs of the community. It is, however, an important document. It has worked. It's really never come to the point of stopping anything because, but it's there as a safeguard. I'm very familiar with it. I've read all the numbers and all that and I think it does its job. I want to correct my application, it kind of disappeared from my computer while I was filling out and updating my previous years, I did spend seven years on the Board of Equalization. I have been in the county almost 13 years. So, with that, I'll take any questions.

Chairwoman Hales speaks:
Commissioner Tolbert.

Commissioner Tolbert speaks:
Thank you for your service so far, Mr. McKalip, appreciate that. My question is, what have you done during your prior terms to increase your understanding of planning law, public process, or the Master Plan?

Mr. McKalip speaks:
Well, when I first applied, I reviewed the Master Plan. I look at it and I've looked at it again. Particularly spent a lot of attention on the aspects of the community development of growth. I think for most people, most of our citizens, that's probably their key concern; open space and following the Growth Management Ordinance and making sure that we don't become, we don't go from being the Carson Valley to Encino or that we maintain our county as it is and hope to be. It's an ongoing thing, as oftentimes you want to look at something comes up and go back and say, how does this apply to the Master Plan? Really, the update of the Master Plan, which will probably happen in '26 or '27, is, I think, one of the most important things that we'll do, as well as redoing Title 20.

Chairwoman Hales speaks:
Any other questions? Thank you, Mr. McKalip.

Mr. McKalip speaks:
Thank you and Merry Christmas everybody.

Chairwoman Hales speaks:
Commissioner Rice, if you have questions, I expect you'll just chime in.

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Commissioner Rice speaks:
Well, certainly I will.

Chairwoman Hales speaks:
Very good. Next, Mr. Joel Potter.

Joel Potter, Planning Commission applicant, speaks:
Good morning, Commissioners. Thank you for allowing me to come up and talk with you guys. Tough acts to follow. Obviously, these guys have both been in with the board for a while and know their stuff, so it's kind of a tough act to follow. But if you guys have had an opportunity to go through my application, a little bit about me, I was actually born up in Tahoe at Barton. My parents, both my parents were casino workers at the time. Shortly after I was born, we moved down here to the Valley, pretty much been here ever since, so 1981. So fast forward, here we are. Looking at this Valley, it's changed dramatically. I'm here because I know that you guys are faced with a lot of tough decisions and you guys deserve a Planning Commission that is able to give you guys the guidance that you're needing based on the code and regulations that we have in place. So, it's not lost on me that that's why you need these guys, and again, these guys are doing a great job for you. I work as a Project Manager for the Nevada Department of Transportation. I've been with NDOT for over 17 years in different capacities, a lot of that was in the planning section, roadways mainly, but recently in the last two years, I've moved over to architecture. So, with that, I got a whole new perspective on NDOT's purpose as far as buildings and vertical construction versus the civil stuff that I was usually doing. So, what I'm hoping to bring to you guys is the knowledge that I'm gaining in that position through my years there. My grandmother sat in one of those very seats in the 90s; Fran Hull, if any of you guys are familiar. She was the President of Nevada Banking Company and my mother was the Vice President of the branch here in Douglas County and they had the branch up on Kingsbury and in Incline. So, that was the time when there was only one bank, one banking company in this Valley and that's how far back they go. Yeah. So, my professional background has trained me to read and understand plans, hopefully ask clear questions, and work through the constraints that we see daily with contractors, consultants, and the key stakeholders of our projects and I'm hoping I can bring that expertise to you guys.

Chairwoman Hales speaks:
Thank you.

Mr. Potter speaks:
Thank you.

Chairwoman Hales speaks:
Are there questions for Mr. Potter? Commissioner Tolbert.

Commissioner Tolbert speaks:
I had a few, because quite honestly, your resume is solid and so it kind of comes down to the question of we have two that are on the board and two that want to go into the board, so what differentiates you or what uniqueness do you bring and then how do you apply that into this board? How do you make sure your voice is heard or that perspective is heard if you were to replace somebody that's already there?

Mr. Potter speaks:
Of course. That's a great question and a tough one. I mean, again, these guys have, you know, they've been doing the work already and that is, you know, they've been knee deep in the stuff, in the business, and have a really good understanding of what it takes to be part of the Planning Commission. So, I do hope to bring, I would say not necessarily the knowledge, but a different perspective, I guess, with my NDOT years, and on top of that, the dedication that I have to this Valley. You know, it's hard to see that

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far back to remember what it looked like back then, and again, all the things that we have to go through to get to where we are today; sustainable growth and what that looks like, economic development in a way to still thrive as a community without losing touch on where we came from. So, I do hope that that kind of answers your question. I mean, it's more a matter of just my love for this county and the time that I've been here. I hope that that'll make the difference.

Chairwoman Hales speaks:
Vice Chairman Gardner.

Vice Chairman Gardner speaks:
I thought you said you had several questions.

Commissioner Tolbert speaks:
Well, I just, no, I had written out. I'm not going to badger…

Vice Chairman Gardner speaks:
Okay.

Mr. Potter speaks:
I'll take it. I'll try.

Vice Chairman Gardner speaks:
I don't consider it badgering.

Commissioner Tolbert speaks:
All right. So, the tough one; what does finding of fact mean to you and how will you ensure your decisions are evidence based even if…

Mr. Potter speaks:
Finding of fact?

Commissioner Tolbert speaks:
Yeah, finding of fact and then how does the influence of potential opposing neighbors affect your opinion of the finding of fact?

Mr. Potter speaks:
So, finding of fact, we're in a position right now where we have code, we have ordinance, we have all these things that make sure that we're doing things that are not only ethical but in the best interest of the residents and so doing the homework, the legwork to make sure that we're providing that service to the community is first and foremost. Obviously, doing that, you have to make sure that you're analyzing code, make sure you're in compliance with what you're asking these guys to do to hopefully move forward on. There's always going to be discrepancy, there's always going to be some opposition to any of this. I mean, I am by no means a build it all out type guy, but I understand that without growth we don't survive. Right. A lot of my friends are in the trades. A lot of my friends have, they rely on the growth here in the Valley and they don't want to start commuting to Reno for projects and such. Right. But at the same time, you look at Carson City right now and every day when I drive into work and I watch those remaining fields get built on, the last little plots of land that are left in Carson City, it scares me to think that maybe in 50, 100 years that could be what my grandchildren are waking up to and driving through every morning. So, there is a balance that we need to strike. And you guys are doing a very great job and I'm not trying to butter you up, but this has been a difficult time for the Carson Valley and you guys have taken it head on. So, hopefully that answers your question, Commissioner Tolbert.

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Vice Chairman Gardner speaks:
Okay. Yes, I had a couple questions. And I look at your resume, I appreciate… First of all, I want to acknowledge your position as president elect of the Carson Valley Trails Association, that really is impressive, and we have a real good process of that, I guess, or a presence of that in our community, so I appreciate your involvement there. You're a current Project Manager with NDOT; do you potentially see any conflicts of interest? I know that there's projects that are going on that might, through our corridor, that might require NDOT rights-of-way or access; do you see any conflict of interest in that regard if you were to serve on our Planning Commission?

Mr. Potter speaks:
The short answer is no. I'm not in a position at NDOT to really make any sort of decisions that would necessarily adversely affect either organization or community. I essentially get assigned projects and move forward with that. So as far as influence to NDOT, no. And then on the flip side of that, there's not really a ton that I personally would be able to do even if I had conflicting interest that would make any sort of relevant difference in that, so no.

Vice Chairman Gardner speaks:
And secondly, I asked the other two applicants about the Growth Management Ordinance; are you familiar with that ordinance and how do you feel it's working here in the county?

Mr. Potter speaks:
I guess I kind of get to cheat because I already got the answers. So not particularly familiar with it, no. Now, I am a little bit. So, is it working? I guess not; I don't know. It's doing fine; I don't know. It's obviously something that we will need to keep top of mind if we continue… To have the opportunity to develop there's got to be some sort of leash on the growth. So, is it working? Sure. It depends on who you're asking.

Vice Chairman Gardner speaks:
Thank you, I appreciate it.

Mr. Potter speaks:
Yeah.

Chairwoman Hales speaks:
I noticed in your application that you wrote there needs to be a balance between preserving rural values, strengthening tourism, and community identity and I wanted to ask about what is your feeling about strengthening tourism?

Mr. Potter speaks:
It has been a wild ride to see, from what I can remember, the 80s, when Heavenly and Lake Tahoe were this captivating, you know, world wonder, right, and we still have that, the Lake has not changed particularly, right; it's still just as beautiful as it ever was. But the casino tourism is down, or not down, but tourism is doing what tourism does, gambling is doing what gambling does and it isn't necessarily just Nevada anymore, so it's hard to cheer so loudly for tourism when everybody else is able to do the same thing now as far as gambling is concerned. So, we really need to rely on the natural beauty of the state and trying to preserve that to make people want to come and visit. If we give everybody a free pass and everybody gets to come live here there's no reason to come visit, you're already here. And then on top of that, you know, almost desecrating the natural beauty of the Valley, of the state really. And you see that time and time again with all the, you know, Clark County is a great example. I'm not going to talk about Clark. But Douglas County, it is a finicky and fickle balance that we need to, you know, we need to really push people to come and want to come back and keep coming back, so it's how do you do

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that? If there was a magic button, obviously, you guys would have already pressed it and that's why you guys have the folks at the Planning Commission.

Chairwoman Hales speaks:
Thank you.

Mr. Potter speaks:
Thank you.

Chairwoman Hales speaks:
Are there any other questions? Thank you, Mr. Potter.

Mr. Potter speaks:
Thank you, guys.

Chairwoman Hales speaks:
Yes. Mr. Brian Turner. Thank you for applying and welcome.

Brian Turner, Planning Commission applicant, speaks:
Thank you. Good morning, Commissioners. Good morning, everybody. I've been living in the North Valleys for about 12 years. I'm a Chicago transplant, born and raised, spent 50 years there. And the biggest reason for my wanting to come and serve the County in this way is when I moved to the house I grew up in, in 1968, we were surrounded by acres, and acres, and acres of cornfields and over the last 50 years, the character of that community has changed completely from agricultural to middle upper class, suburban; and of course, this was 12 years ago, it's proceeded since then. And I really feel that my perspective on seeing a community grow like that can bring a lot to Douglas County. In the last, well, five years, six years, since COVID, I've seen the character of the county change significantly and that's in large part based on the housing needs of the community, it's based a lot on the influx of new residents, and I've seen the effects on old planning that new growth have had. Going back into my history, I'm sorry I didn't give you a terribly, terribly, deep resume, I spent 30 years in business. I started out as a Cable Puller Engineer, worked my way up. Eventually was the President of a small software firm in Incline Village. When we sold that out in 2013, we decided to move out here. We had offices in Chicago and in Incline. Decided to come out here and change my life over to service. Spent some time working for the Department of Public and Behavioral Health. Spent three years with the Department of Education administering a $40 million Pre-K education grant. I think my time with the State has given me a real perspective on the arcane ordinances and laws that run a little nitty gritty. And my time as a professional Project Manager, I was a certified project management professional for about eight years, has given me a perspective on how to implement those ordinances and those little nuances. So, I really think that I can bring a lot to the community, bring a lot to my county, and it's exciting to have the opportunity to do so and I think planning is the area where I'm most excited to do that. Thanks, everybody.

Chairwoman Hales speaks:
Thank you. Are there questions?

Commissioner Tolbert speaks:
Yeah, I'll go the same route since, you know, the first one was, you have two guys that are sitting on the board that are reapplying for those positions, so what do you bring, what perspective do you bring that would enhance the board should we have to boot one to put you in, basically?

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Mr. Turner speaks:
Again, I think that my perspective in going through the changing of character in a community and I love Douglas County, I moved here 2,000 miles, I uprooted my life, I spent all my money, got rid of 50 years of history in Chicago, but it's changing, and especially living at the north end of the Valley, the gateway to the Valley, where the numbers in the growth plan showed how many people leave the county for work every day and how many people enter the county for work every day. I think that's just growing, especially on the leaving side, and I think it's changing the character of the community. And I think that, again, my perspective coming from a community that's changed from agricultural to suburban can really bring a lot of perspective to that role.

Commissioner Tolbert speaks:
Okay. And then the second one is, so how do you, what… I better read it because I wrote it down. What does finding of fact mean to you and how will you ensure your decisions are evidence based in the face of neighbor opposition?

Mr. Turner speaks:
There's really two sides to that, the first is the dry finding of fact and that's just doing the hard work, doing the research, going back into the history, looking at the actual ordinances, looking at the way that they're written, looking at what the County intended when it wrote such ordinances and then there's actually talking to people and finding out how these decisions are going to change their lives. And I've, in my role as a Project Manager over the last ten years, have really worked hard to find that balance and find a way to achieve strategic and tactical goals while at the same time looking out for individual concerns, looking out for divisional concerns, looking out for organizational concerns.

Chairwoman Hales speaks:
Other questions? Vice Chairman Gardner.

Vice Chairman Gardner speaks:
Thank you. Thank you for applying and we're glad to have you before us today. So, you indicate on your resume or on your application, what do you think are the most pressing development issues for Douglas County and you said, exploding, exploding residential growth and its effects on infrastructure, primarily transportation, water, and sewage; can you explain that a little bit more?

Mr. Turner speaks:
Sure. The county was appropriate, prior to COVID, it was a slow growing agricultural community. Now, going up and down 395, those farms are all still, those fields are all lying fallow and we've got high density growth going in. The Master Plan notes people working from home; I don't see it. I don't see it when I leave my house every day at the north end of the Valley, anytime between 3:30 PM and 5:30 PM, and there's people just got to get to work outside the county, got to come back to their homes inside the county. I see a need for an infrastructure that will support a more industrial, technical, commercial base and I see a need for more facilities for people who live outside of the urban centers. People shouldn't have to drive into Carson City just because they don't live in Minden and that's something that really hammers me every day. And again, I live off Jacks Valley Road. People coming up that side of, it used to be you couldn't hear a car all day, now you got to wait, I know it's an insignificant amount, but you notice it, 45 minutes, minute and a half to get out of my, to get out of our street at Bavarian Drive onto Jacks Valley Road. Things have changed and I think that the infrastructure needs to start recognizing that.

Vice Chairman Gardner speaks:
The Growth Management Ordinance, I asked this of the other applicants; are you familiar with that ordinance and how it regulates growth in the county?

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Mr. Turner speaks:
I am and I think that it's served the County. I think there's a lot of backfilling going on and that's really what's generating a lot of this explosive growth. As the Master Plan is revised over the next five years, I think that's something that needs to be looked at and talked about and kind of examined.

Chairwoman Hales speaks:
You used the word explosive growth; do you have any data to support that term?

Mr. Turner speaks:
Just experience, just my feeling trying to get three lights up the road at 4:30 PM.

Chairwoman Hales speaks:
Okay. I noticed you wrote, what is the most important element of the Master Plan, you wrote long range planning of transportation and I wondered if you'd want to add a little more to that?

Mr. Turner speaks:
Well, I don't know where it's going to go; that's the biggest problem that I see. I see that we have reasons to get around 395, we have reasons to get around Minden and Gardnerville, but aside from Muller Parkway, which is proceeding slowly, aside from the Heybourne corridor that's going up, it's going theoretically, I don't know where it's going to go. And I know that we have plans for a maximum population in the county, I've seen those types of plans exceeded before and I've seen them exceeded quickly and I'd like to see some thought given to how that's going to be addressed, not five years from now, but 20, 30, 50 years from now.

Chairwoman Hales speaks:
Thank you. Are there any more questions for Mr. Turner? All right. I don't hear any. So, thank you.

Mr. Turner speaks:
Thank you for the opportunity. Happy Holidays, everybody.

Chairwoman Hales speaks:
Yes, we appreciate your interest. Are there any Public Comments on this agenda item?

PUBLIC COMMENT

Ellie Waller speaks:
Good morning. I just wanted to disclose, I do not know the two new applicants. I want to thank them for the information they provided you and the public today. You have a very difficult decision to make on four candidates that bring different perspectives, but equally all have addressed things in the County that I followed for six years now. It may seem to you folks I've been here a lot longer, but I've only been here six years. Although, I'll have to let you know, when I lived in Placer County when your first area plan in 2013 came through for the Tahoe area, I made comments that it was insufficient even then, before living here and trying to get a better understanding. I think all the members bring great representation to the entire county. I think often we look at population here and representation based on population, so how many people from Tahoe, how many people from Douglas County and so you have lots to take into consideration. Thank you for the opportunity to provide this today.

Chairwoman Hales speaks:
Is there any other Public Comment?

UNAPPROVED

Christine Mills speaks:
Good morning. This was unplanned. I'm a Scottsbluff resident and a 39-year resident of the area, 23 of the years being in Markleeville. I would like to agree with the last applicant who spoke in the traffic evidence of a huge population growth. In my personal experience, I now work full time, which requires me to turn from Fairway Drive on to Riverview Drive Monday through Friday, sometimes I have to wait up to two minutes. It's just…

Chairwoman Hales speaks:
Thank you.

Ms. Mills speaks:
It's ridiculous. There's so much traffic. Thank you.

Chairwoman Hales speaks:
Yes. Is there any other Public Comment regarding the appointment to the Planning Commission? Seeing none, I will close Public Comment and bring it to the Board for comment and action.

Commissioner Tarkanian speaks:
You want me to turn on my mic, I apologize. How do you want to handle this? Are we going to pick our top two or are we going to pick one at a time?

Chairwoman Hales speaks:
I hadn't planned ahead. I would go with whoever made a motion, but I feel like we'll probably want deliberation first. Do you have any insights to share, Commissioner Tolbert?

Commissioner Tolbert speaks:
This is a tough one because there's no losing here for the County, it doesn't seem, because all four have the passion, all four appear diligent. They're basically checking the boxes. It's just do you stay status quo or do you roll the dice and go fresh blood. So, I'm really curious to hear what everybody else said because I'm pretty undecided.

Commissioner Tarkanian speaks:
So, the Planning Commission is the most powerful committee we're going to appoint and it's an unelected committee. I think eight years is long enough on a committee like that that's not accountable to the public. I thought that having some new blood was a positive and that eight years has been enough. And I was impressed with the two new candidates and one that I was very impressed with, which is who I will support.

Commissioner Rice speaks:
If we're going down the line, I'll take my turn.

Chairwoman Hales speaks:
Yes, sir.

Commissioner Rice speaks:
I concur with Commissioner Tarkanian that the Planning Commission is probably, well, without a doubt, the most important board that we assign people to and I am delighted in the way that Mr. Walder and Mr. McKalip have served the County while they have been on this board. I know that Mr. McKalip is the newest member of the board, but I firmly believe that when somebody is doing a good job and is as reliable as these two are that they deserve my support and I would ask the rest of the Board to support them also. Thank you.

UNAPPROVED

Chairwoman Hales speaks:
Thank you. Vice Chairman Gardner.

Vice Chairman Gardner speaks:
I also concur that the Planning Commission is the most powerful. They have things that they can actually do without coming to the Board of Commissioners. And we never seem to have a loss or a shortage of candidates, I'll put it that way, shortage of candidates for this board, which is, in my opinion, good. It always gives us the opportunity to visit with other folks in our community. And I find Mr. Potter and Mr. Turner's applications very compelling; however, we are facing some real critical decisions within our community. We're going to be tackling a new Master Plan and also, as we try to accomplish the Strategic Plan as well, which we've been very aggressive on and so I'm not inclined at this time to make a change on this particular committee at this time. So, that's kind of where I'm leaning.

Chairwoman Hales speaks:
I'll weigh in also. I feel like Mr. Walder is indispensable. There are so many, so much going on at the Lake, so many boards that are really important and he keeps his finger on what's happening up there and does a really good job of providing input to the best interest of Douglas County. I feel like Mr. McKalip has been very well prepared, as he represented to us, and he asked good questions and he's a meaningful member of the board, of that Planning Commission and so I feel like he's done good work. I feel like the, particularly Mr. Potter's experience with NDOT and with the Trails Association would be valuable on the Planning Commission and there are aspects of Mr. Turner's application that I also like. So, I feel all are good applicants. At this point, I would go with Mr. Walder and Mr. McKalip but also encourage the other two applicants to keep an eye out for when there are more vacancies because we need people like you and we appreciate your willingness to serve. Anything else? Commissioner Tolbert, do you want to weigh in on anything right now or does someone have a motion?

Commissioner Tolbert speaks:
I'm just going to put it out there that I just feel like Mr. Potter's resume, application, and his oration today, he would have my support as well. So, it really comes down to me to that, to the three horse race at the moment for me, so I'm not sure. I mean, you guys are saying stay but I just feel like it's a missed opportunity possibly with Mr. Potter, so that's pretty much where I'm at.

Chairwoman Hales speaks:
The other piece for me that helps distinguish is, I think it's really important to understand the Growth Management Ordinance and so if we appointed the two incumbents that would give the other two applicants a chance to learn more about the Growth Management Ordinance and then be ready to jump on board when there's a vacancy. Vice Chairman Gardner.

Vice Chairman Gardner speaks:
And I failed to mention also, we're going into a Title 20 update and Title 20 is absolutely critical, that is all of our building codes, and so knowledge of Title 20 and how that affects the county is very important; that's why I'm not inclined to change horses in the middle of the stream as we go forward with that update.

Chairwoman Hales speaks:
Do you have a motion?

Vice Chairman Gardner speaks:
Do you want to separate them; is that what you're indicating? Okay. So therefore, with all due respect to Mr. Potter and Mr. Turner, I move for the reappointment of Mr. Kirk Walder and James McKalip to the Planning Commission.

UNAPPROVED

Commissioner Rice speaks:
I will second that.

Chairwoman Hales speaks:
It's been moved and seconded that we appoint Mr. McKalip and Mr. Walder to the Planning Commission. All in favor? Opposed?

Commissioner Tolbert speaks:
Nay.

Commissioner Tarkanian speaks:
Nay.

Chairwoman Hales speaks:
Thank you. Thank you both for your applications. We really welcome you to please keep an eye and come forward because there are mid-term vacancies very frequently. Thank you, Mr. McKalip and Mr. Walder, for your continued service.

MOTION TO: Reappoint Kirk Walder and James McKalip to the Planning Commission, each for a four-year term beginning January 1, 2026 through December 31, 2029; carried.

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

6. For possible action. Discussion to appointment three members to the Water Conveyance Advisory Committee by the Board of County Commissioners, each for a four-year term of office beginning January 1, 2026, through December 31, 2029, in adherence with County Code 2.56 and Ordinance 2024-1644. (Jenifer Davidson, County Manager)

Chairwoman Hales read the agenda item into the record.

Jenifer Davidson, County Manager, speaks:
Thank you, Madam Chair, Members of the Commission. There are three upcoming vacancies on the Water Conveyance Advisory Committee. We had three applicants seeking reappointment, two of which were unable to attend today but did express their continued interest in remaining on the Water Advisory Committee. Oh, I was told only Mr. Hone was going to be here, so I apologize. Nice to see you, sir. Thank you for coming. So with that, Madam Chair, I stand corrected and turn it back to you.

Chairwoman Hales speaks:
Thank you. Mr. Hone, would you like to share a thought with us?

Charles Hone, Water Conveyance Advisory Committee applicant, speaks:
Only if you want me to.

Chairwoman Hales speaks:
Anyone have questions for Mr. Hone?

UNAPPROVED

Vice Chairman Gardner speaks:
I don't have any questions, but I guess a statement. We said that the Planning Commission was probably the most critical commission, but I tell you what, the second probably most critical to the preservation of our farming community and the compliance with the Alpine Decree. This Water Conveyance Advisory Committee is made up of five members, very long-time members of our community, and very respected farmers and ranchers in our community and we're blessed to have Mr. Hone, Mr. Scossa, and Mr. Stodieck who continue to serve on this committee, along with Mr. Godecke and Mr. Hussman. So, they're the ones that control the water flows in our ditches and are more commonly known as our ditch committee. I think that's what they…

Laughter was heard.

Vice Chairman Gardner speaks:
The ditch committee around the community and if it weren't for them, we'd be in serious trouble during our flooding event, not that we aren't. But anyways, I continue to thank you for your involvement. So, thank you.

Chairwoman Hales speaks:
Apparently, none of us need you to come say anything, Mr. Hone. Mr. Scossa, would you like to say anything to the Board?

Russell Scossa, Water Conveyance Advisory Committee applicant, speaks:
No, it's about the same. If you have questions, I'll answer them. But I've enjoyed the service over the last 30 years that I've served on there. I'm the last charter member left, so I would like to do another term just to give my various input.

Chairwoman Hales speaks:
Well, we would like you to, so that's good. I do have one question for you; I hear your name pronounced Scossa and Scossa; could you help me out? Scossa, very good. Vice Chairman Gardner had it right, so that's good. All right. Thank you both. With that, I will turn to Public Comment. Is there any Public Comment on this agenda item?

PUBLIC COMMENT- none

Chairwoman Hales speaks:
Seeing none, I'll turn to the Board for a motion.

Vice Chairman Gardner speaks:
Madam Chair?

Chairwoman Hales speaks:
Vice Chairman Gardner.

Vice Chairman Gardner speaks:
So, recognizing the importance of this committee and the individuals that serve on here, and we brought this before the Board earlier this year because these were normally, previously, two-year appointments and so not that we don't enjoy seeing their faces here every other year when they look for appointments, but anyways, we've now turned this into a four year appointment. And so, I'm proud to offer a motion to reappoint Mr. Charlie Hone, Russell Scossa, and Frederic, he goes by Stod, right, he goes by Stod, but Frederic Stodieck as our three appointees to the Water Conveyance Advisory Committee.

UNAPPROVED

Commissioner Tarkanian speaks:
I'll second.

Chairwoman Hales speaks:
It's been moved by Vice Chairman Gardner, seconded by Commissioner Tarkanian. All in favor? It passes unanimously. Thank you so much.

MOTION TO: Reappoint Charles Hone, Russell Scossa, and Fredric Stodieck to the Water Conveyance Advisory Committee, each for a four-year term of office beginning January 1, 2026 through December 31, 2029; carried.

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

7. For possible action. Discussion on two appointments to the Vacation Home Rental (VHR) Advisory Board, each for a four-year term beginning January 1, 2026, through December 31, 2029, in adherence with Douglas County Code chapter 20.622. One appointment is for a "resident" who is a current VHR permit holder, and one appointment is for a "resident" who is not a current VHR permit holder. For purposes of this appointment, "resident" means a person whose principal residence is within a residential community where VHR permits are allowed and who physically resides at the residence for at least six months during a calendar year. (Jenifer Davidson, County Manager)

Chairwoman Hales read the agenda item into the record.

Jenifer Davidson, County Manager, speaks:
Thank you, Madam Chair, Members of the Commission. There are two upcoming vacancies on the VHR Advisory Board, as you noted when you introduced the agenda item for discussion. We have two applicants seeking reappointment to the advisory board and we thank them for their continued interest and they do meet the qualifications, as you specified in the introduction to this agenda item. With that, Madam Chair, I'll turn it back to you.

Chairwoman Hales speaks:
Mr. Byer, Ms. Romain, welcome. Would you like to come and say a word about your application?

Brain Keith Byer, Vacation Home Rental Advisory Board applicant, speaks:
Thank you, Madam Chair. I currently serve on the board. I was one of the initial members. We do really three different things; we hear appeals, we look at potential code, and then we also approve Tier 3. I think all three of those require some experience in this area and having been part of the development of the code, I think that puts us in a unique position. And while we've broken this commission down into permit holders and non-permit holders, I'm a non-permit holder who makes my income based on permits because I drive Uber, my wife drives Uber. So, our income, except for my retirement which kind of dwarfs my income, my income actually comes from tourism, both residents, but also primarily VHRs, so I've always tried to bring a balance. I'd love to see the program work. I think the program is working much better. And hopefully, if reappointed, we'll look forward to working with the Board of County Commissioners to continue to improve and enhance. If there's any questions, I would be glad to take them.

UNAPPROVED

Chairwoman Hales speaks:
I don't see any questions.

Mr. Byer speaks:
Even better.

Chairwoman Hales speaks:
Thank you, Mr. Byer.

Lauren Romain, Vacation Home Rental Advisory Board applicant, speaks:
Hello, all. I have been on the board for the last four years. I was also on the task force prior to that. I know your time is precious. I really think we, I know it's been hard fought and I know our stuff is not something that's a lot of fun to have to deal with but I really think we're in a really good place and really proud of the way this County has addressed, and enforced, and worked their VHRs, so I'd like to continue that.

Chairwoman Hales speaks:
Thank you. Any questions? I don't see any.

Ms. Romain speaks:
Thank you.

Commissioner Rice speaks:
I have no questions, but I would like to say that when I first became a County Commissioner this was my hot button issue and the work that this advisory board has done has greatly relieved the number of phone calls and emails that I received and I so appreciate the work that they've done. And thank you for being willing to continue on this board; I really appreciate it.

Chairwoman Hales speaks:
Thank you, Commissioner Rice. Is there any… I think I did Public Comment. Oh, is there any Public Comment on this issue? Yes. Thank you.

PUBLIC COMMENT

Ellie Waller speaks:
I chose to follow a committee and this is one that I have participated endlessly. I'm appreciative of the time and effort that these people have to go through and I'm glad for the continuation and hoping that in the future that the recommendations that come forward from them continue to be taken very seriously and not tinkered as much as this last one. Thank you so much.

Chairwoman Hales speaks:
Any other Public Comment? Seeing none, I'll close Public Comment. Is there a motion?

Commissioner Rice speaks:
Madam Chair?

Chairwoman Hales speaks:
Commissioner Rice.

Commissioner Rice speaks:
Madam Chair, I move that we accept both of these applicants as members of the advisory board for the Vacation Home Rental Advisory Board.

UNAPPROVED

Commissioner Tarkanian speaks:
Second.

Chairwoman Hales speaks:
It's been moved by Commissioner Rice, seconded by Commissioner Tarkanian. All in favor?

Commissioner Rice speaks:
That was an aye. I couldn't get my unmute thing done.

Chairwoman Hales speaks:
Any opposed? It carries unanimously. Thank you very much.

MOTION TO: Reappoint Lauren Romain, resident that is a current VHR permit holder, and Brian Byer, resident that is not a current VHR permit holder, to the Vacation Home Rental Advisory Board, each for a four-year term beginning January 1, 2026 through December 31, 2029; carried.

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

8. For possible action. Discussion on three appointments to the Parks and Recreation Advisory Board, each for a two-year term beginning January 1, 2026, through December 31, 2027. One representative is appointed from the Tahoe Township and two representatives are appointed from the Carson Valley. (Jenifer Davidson, County Manager)

Chairwoman Hales read the agenda item into the record.

Jenifer Davidson, County Manager, speaks:
Thank you, Madam Chair, Members of the Commission. There are three upcoming vacancies on the Parks and Recreation Advisory Board. We have received three applications seeking appointment. Ms. Smith would like to seek appointment to represent the Tahoe Township. Mr. Dove and Ms. Lang would like to represent the Carson Valley positions. With that, Madam Chair, I turn it back to the Commission for your deliberations.

Chairwoman Hales speaks:
Thank you. Ms. Smith, I invite you to come share any thoughts, or priorities, or anything you'd like to share with us.

Cherise Smith, Parks and Recreation Advisory Board applicant, speaks:
Well, as we all know, this is not my first, second, third, fourth rodeo, so you are all familiar, I think, with my services. I appreciate you looking at my application and would appreciate reappointment. I love this position with Parks and Rec. And also, I would like to just, I know the Board probably knows that, you know, long term longevity, I hear a little bit while sitting here that, well, you've been there eight years, so that's probably good enough, we want to move on to somebody else or it's not broke, don't, don't fix it if it's not broke type of thing. Just my input being on this committee for so long, longevity really is important and an advantage for the community to have members on this board that are because these projects take three, four, five, ten years to come together and having those of us, like the river project is finally coming up again. And I don't think there are many even Board Members here that were on the

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river float, maybe Commissioner Gardner, maybe Commissioner Rice. So, to have that now come through eight years later, the history, the experience of remembering who said what, what the community wanted, you know, those types of things happen often on this board. So, I would maybe encourage possibly our committee moving up to a four-year term, just a suggestion, because I think it's an advantage to the community and the residents in this community to have long-term members on this board. So, that's my two cents and I appreciate your time and effort on it and reappointing me.

Chairwoman Hales speaks:
Thank you. Any questions? Commissioner Tarkanian.

Commissioner Tarkanian speaks:
One of the areas I get the most emails from is the purchase of the theater and I explained to them this was money that had to come out of the Parks and Rec Fund and that the Parks and Rec made this their number one choice. Can you just explain why, so I can stop getting these emails?

Ms. Smith speaks:
Yeah. Well, you know, we made a lot of moves towards, we combined the theater arts program, the theater and the arts program. I think, Mr. Sydney purchased the Copeland property for us. That turned out to be a bit more of a project and more of an expense than really could fit into the budget, so that kind of got pushed off a little bit. As you know, we're dependent on monies to do these large projects and when that opportunity came up to be able to put the theater part of it and to have the support from other organizations to want to run it and to help us with that. We had to spend that money, had to be earmarked for something in Park and Rec, we had a time limit on it, and we just felt it was an opportunity, finally, for the arts program to move forward and it just fit into what we thought was a great opportunity.

Commissioner Tarkanian speaks:
So that sort of leads me to two things; I didn't know there was a time limit that you had to spend the money. There is…

Ms. Smith speaks:
I believe there was. I could be wrong, but Brook would probably be able to answer that more. But at the time…

Commissioner Tarkanian speaks:
Okay. And then the other thing is and this is what I don't know, which I would like to be able to explain, is so there were no other projects that you felt were necessary or close to that had to have that money so you weren't like picking the theater over something else that was pressing because that's what I keep getting all the time and I said, and I'd just love to have you answer instead of me.

Ms. Smith speaks:
Well, I would say that, like right now, we have on future projects, 33 future projects. We can't do all those projects. We do look and take into consideration what projects have been on the list for a very long time, that we have tried to accommodate those projects for the community, the community coming in and expressing what they want. That's kind of what our job is, is to listen to the community, find out what they want, what their needs are. And that project, of course, the money can go to numerous projects, but that project fit for a large project with the amount of money and the money that was there. That project fit well into our overall goal of wanting to have a theater arts program in place and it, to us at the time, yes, and even now I would still pick that and I would still vote for that. It's a high need in this community and having that opportunity with that monies, instead of splitting all that money up into multiple and many projects, yeah, you could, but we felt at the time this was an opportunity to grab that project and to move forward with it, yeah.

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Chairwoman Hales speaks:
Vice Chairman Gardner.

Vice Chairman Gardner speaks:
I really appreciate Commissioner Tarkanian asking that question because that is an important question and I continually get questioned, not necessarily emails, but questions around the community of why that and how did that fit into our… I mean, those funds were restricted funds in Parks and Rec, and yes, I know that there's a lot of capital improvement projects that are on the list but I know that a performing arts center was something that was very, very high on the list when I served with the Parks and Rec Advisory Board as an appointment from this Board, as Commissioner Tolbert does now. So, a very good explanation and I appreciate your continued service on that board and your interest in continuing on that board. So, thank you very much for your service.

Ms. Smith speaks:
Any other questions?

Chairwoman Hales speaks:
All right. Mr. Dove.

Gary Dove, Parks and Recreation Advisory Board applicant, speaks:
Good morning, Madam Chair, Commissioners. I've served on this commission for many years as well and I've been the liaison for the Community Services Foundation for the past ten years or 12 years. So, we get the perspective of what the needs are from two different directions and I report back to the advisory board of what the foundation is doing as well. I will say that the performance arts theater has been ranked high with the advisory board for a while, but it's also been ranked really high with the foundation too. So, we had the limited funds from the COVID time where the reserve was exceptionally high and the value that we got for that movie theater and the plans is moving forward with the MOU with the culture arts. I think it's going to be some exciting times of what we're going to be able to present to the community in the future as far as the needs. I also want to thank you for the ADA park that we're going to have this year or next year installed. That's one of those things that, Cherise talked about longevity, that was a Letter to the Editor, that was put by one of our residents that we have all these beautiful parks in our community but we're lacking one thing and that's something for the children that have disabilities. I brought that to the, back then we were the commission, now we're advisory board, but it's a six year process to get that through and through the diligence of Brook and her staff of getting that 50 percent grant we're putting in a $500,000 park in this community that we would probably not be able to afford and there's such a need for it. So with that, I hopefully look forward, I serve at the pleasure of the Commission. I'm also very reliable. I do my homework and I come prepared for all this. So, I thank you for allowing me to reapply. Any questions?

Chairwoman Hales speaks:
Vice Chairman Gardner.

Vice Chairman Gardner speaks:
A quick observation; when I was serving on that board my observation was, is that Gary always came to the meeting with, and I'm sure his notebook expands by the day because he always comes with a notebook, right, am I, six inches, eight inches thick of all previous actions and minutes of that board. He's also, I would consider him a historian of that committee. So, thank you for your service.

Mr. Dove speaks:
Thank you for those words.

UNAPPROVED

Chairwoman Hales speaks:
Thank you, Mr. Dove.

Mr. Dove speaks:
Thank you.

Chairwoman Hales speaks:
Ms. Lang.

Debra Lang, Parks and Recreation Advisory Board applicant, speaks:
Madam Chair, Commissioners, and a nod to County Manager Davidson, I appreciate the opportunity to be here for a minute. I appreciate the opportunity to serve on a board that is near and dear to my heart. I moved to Douglas County in 1975, I was very young then, and I moved to Carson Valley in 1980. My focus through that entire time was tourism. Everything that we were thinking through and doing for me was how will it affect tourism. But I also raised three children in Douglas County and so we took advantage of all the Park and Rec opportunities; the ski club, which now they're avid snowboarders. Anything that came up that was available to my children, I let them take advantage of it. So, I have a great love for the Carson Valley and I also have a great love for Parks and Rec. So, the question today that has been raised is why the theater and I have to tell you, as advisory board Smith and Dove already mentioned, these projects come on our list and they stay on our list and they move up hopefully on our list, but they're on our list for years, and years, and years. And two years ago, at the very least, number one on that list was to provide some sort of a performing arts center. We have CVIC Hall; limited audiences. We have the gymnasium at the high school; not exactly the kind of ambiance we wanted to offer. So, when this came available it was unanimous, let's do it. The funds that we used were through COVID, so there was this pot of money. And I'm not going to lie to you, now that that pot of money has been spent it's become difficult to fund other things and so we're back to that list again and that's the reality of Parks and Rec. And that's why longevity helps because you got to remember what did we do six years ago and our historian helps us remember frequently. If I were to ask if I had one project that's on the list that I would really like to move forward, it is going to be the river park. And Commissioner Tolbert knows that I'm adamant and vocal about the river park. And the reason why I want a river park is because we have a river that comes into the south and it goes all the way to the north and no approved place for our citizens to go to the river. Carson City, as a reminder, has six. So, I really think it's time, if the funds come available and there may possibly be some funds available through other avenues, that we really look at putting together a river park for our community. I thank you again and I want one more thing to say. Being a volunteer takes time and time is precious, it's the most precious commodity anyone can offer, and so when we had a room full of people willing to offer that precious commodity, what a blessed community we're in. What a blessed community. I thank you all. I thank you all. Merry Christmas.

Chairwoman Hales speaks:
Thank you, Ms. Lang. We might have a question or two for you. I just really appreciate your focus on the river. There's so much untapped potential for beautiful recreation and it's a resource we're not taking advantage of, so I fully support your passion. Are there other questions or comments for Ms. Lang?

Commissioner Tarkanian speaks:
I just want to say I didn't know we didn't have any access to it and I think that's wonderful because it's something I've always wanted to do and I've never had that opportunity.

Chairwoman Hales speaks:
It looks like that's all of our questions or comments. So, thank you very much.

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Ms. Lang speaks:
Thank you.

Chairwoman Hales speaks:
Yes. Is there any Public Comment on this agenda item?

PUBLIC COMMENT- none

Chairwoman Hales speaks:
Seeing none, I will close Public Comment. Is there a comment or a motion? Commissioner Tarkanian or Tolbert?

Commissioner Tolbert speaks:
Wow. Way to insult Commissioner Tarkanian.

Laughter was heard.

Commissioner Tolbert speaks:
Anyway, if we're not laughing, we're crying. Right. So, Madam Chair, I recommend that we appoint Cherise Smith to the Tahoe Township resident position, Gary Dove to the Carson Valley resident position, and Debra Lang as another Carson Valley resident position, each for a two-year term beginning January 1, 2026 through December 31, 2027.

Commissioner Rice speaks:
I'll second.

Chairwoman Hales speaks:
Okay. All right. It's been moved by Commissioner Tolbert, seconded by Commissioner Rice. All in favor? Opposed? It carries unanimously.

MOTION TO: Reappoint Cherise Smith, Tahoe Township resident, Gary Dove, Carson Valley resident, and Debra Lang, Carson Valley resident, to the Parks and Recreation Advisory Board, each for a two-year term beginning January 1, 2026 through December 31, 2027; carried.

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

9. For possible action. Discussion on two appointments to the 911 Surcharge Advisory Committee by the Board of County Commissioners for the member-at-large positions each for a two-year terms beginning January 1, 2026 through December 31, 2027. (Jenifer Davidson, County Manager)

Chairwoman Hales read the agenda item into the record.

Jenifer Davidson, County Manager, speaks:
Thank you, Madam Chair, Members of the Commission. We have two upcoming vacancies for at-large positions with terms set to expire on December 31st. Additionally, recently this committee was expanded

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from a five member committee to a seven member committee through this Board's actions. We have three other positions that we are currently advertising for this committee, including the local exchange carrier representative, that we have not been able to obtain an individual in that position. Those other vacancies will continue to be advertised until we receive applications and we're able to bring forward decisions for this County Commission. But in the meantime, we do have two individuals who are interested in the two upcoming vacancies for the at-large seats; they are Ms. Mills and Mr. Lenox. I was told that Ms. Mills would be in attendance, but Mr. Lenox was out of town and unable to attend. He did wish to let this Board know that he's sorry he couldn't come and he is very interested in the position. With that, Madam Chair, I'll turn this back over to you for deliberation.

Chairwoman Hales speaks:
Ms. Mills, welcome. Thank you for applying. Would you like to share any thoughts with the Board?

Christine Mills, 911 Surcharge Advisory Committee applicant, speaks:
Good morning, Madam Chair, Members of the Board, County Manager Davidson. Happy Holidays and Happy New Year to everyone in the room. It's my birthday month. This is my fourth, fifth term on this committee, if appointed. I think we've done some wonderful things with the 911 Surcharge Funds. We recently brought to you for a decision to raise the 911 Surcharge to the maximum amount, which was a 25-cent increase per line. With that money, we hope to make a notable contribution to the County's new radio project, which is sorely needed. And I'm just happy to be a part of it and do my part helping my community.

Chairwoman Hales speaks:
Thank you. Are there any questions for Christine Mills? I do not see any questions.

Ms. Mills speaks:
Thank you.

Chairwoman Hales speaks:
Is there any Public Comment on this agenda item?

PUBLIC COMMENT- none

Chairwoman Hales speaks:
Seeing none, I'll close Public Comment. Is there deliberation or a motion? Commissioner Tarkanian.

Commissioner Tarkanian speaks:
I'll make a motion to reappoint Dennis Calora, did I pronounce that right, and Christine Mills.

Commissioner Rice speaks:
No.

Chairwoman Hales speaks:
No, it would be Mark Lenox.

Commissioner Tarkanian speaks:
Oh, shoot. I'm sorry. Yeah, I can't even read it straight. Mark Lenox and Christine Mills to the 911 Surcharge Advisory Committee.

Commissioner Rice speaks:
I will second that.

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Chairwoman Hales speaks:
It's been moved by Commissioner Tarkanian, seconded by Commissioner Rice that we approve these two applicants. All in favor? Any opposed? It carries unanimously. Thank you.

MOTION TO: Reappoint Christine Mills and appoint Mark Lenox to the 911 Surcharge Advisory Committee, each for a two-year term beginning January 1, 2026 through December 31, 2027; carried.

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

10. For possible action. Discussion on the appointment of two members to the Douglas County Audit Committee, each for a four-year term beginning January 1, 2026, through December 31, 2029. (Jenifer Davidson, County Manager)

Chairwoman Hales read the agenda item into the record.

Jenifer Davidson, County Manager, speaks:
Thank you, Madam Chair, Members of the Commission. There are two upcoming vacancies on the Audit Committee with terms set to expire this year. An application seeking reappointment was submitted by Ms. Baumann and a new application was submitted by Ms. Huffman. Ms. Rankin did indicate that she was not able to continue serving on the Audit Committee. We thank her for her time on the Audit Committee. She was a very committed member and did a wonderful job. I wanted to pass that on, on behalf of our Chief Operating Officer, Kathy Lewis. With that, Madam Chair, I'll turn it over to the Commission for your deliberations.

Chairwoman Hales speaks:
Neither one of these applicants is with us today so I'm going to jump right to Public Comment and then we'll deliberate and take action. Is there any Public Comment on this agenda item?

PUBLIC COMMENT- none

Chairwoman Hales speaks:
Seeing none, I will close Public Comment. Are there thoughts? Vice Chairman Gardner.

Vice Chairman Gardner speaks:
Yes. I've spoken with Allison Baumann and she has been a great member, to my understanding, so I'm glad that she's reapplying. I also know Terry Huffman and this is a committee that I expressed my thought process of having her apply to that. I know that she's out of town today. Her husband is having a procedure in the Bay Area and so she had to be with her husband today so she can't. But I think she would also be a good member of this Audit Committee. So with that, if there's no other comments, I'll make a motion to appoint both of those, Allison Baumann and Terry Huffman to that committee.

Chairwoman Hales speaks:
I'll take that as a motion. Is there a second?

Commissioner Tolbert speaks:
I'll second.

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Chairwoman Hales speaks:
Okay. It's been moved by Commissioner Gardner, seconded by Commissioner Tolbert. All in favor? Any opposed? It carries unanimously. Before we leave this, I will also say that I know that Allison Baumann has been a very good member of the Audit Committee. And also, Teresa Rankin has been very much appreciated and has performed exceptionally well and if you could pass that along, our appreciation, that would be great.

MOTION TO: Reappoint Allison Bauman and appoint Terri Huffman from the public-at-large to the Douglas County Audit Committee for a four-year term beginning January 1, 2026 through December 31, 2029; carried.

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

11. For possible action. Discussion on the nomination of two persons to the Douglas County Board of Equalization (BOE) by the Board of County Commissioners, each for a four-year term of office beginning January 1, 2026, through December 31, 2029. (Jenifer Davidson, County Manager)

Chairwoman Hales read the agenda item into the record.

Jenifer Davidson, County Manager, speaks:
Thank you, Madam Chair, Members of the Commission. There are two vacancies on the County Board of Equalization and this particular committee has been exceptionally difficult for us to recruit interested volunteers. Previously, Mr. McKalip, I think, served in that position and now he is a representative on the Planning Commission. We have not received any applicants for this position, which creates an opportunity for the Board to direct staff to continue to recruit to fill the vacancies until we get interested applicants or the Board may, if you're aware of someone who may be well suited for this, you could directly nominate someone today, that is within your purview. So with that, Madam Chair, I would turn it over to you. It's kind of hard to put someone on the spot if they might not know they're going to get nominated, but there you go. So, happy to answer any questions you may have.

Chairwoman Hales speaks:
Vice Chairman Gardner.

Vice Chairman Gardner speaks:
I have a question really. So, the Board of Equalization actually reports and acts on behalf of the County, not the Treasurer, but Assessor, the County Assessor so is there, and I know we have a policy of only allowing members to serve on one advisory board to the Board of Commissioners, so how does that come into play? In other words, if there's members of our other boards, perhaps the Audit Committee, that would want to serve on the Board of Equalization, is that in contrary to the Board policy or not? I just wanted to get clarification for that.

Doug Ritchie, Chief Civil Deputy District Attorney, speaks:
Thank you. To clarify, the Board of Equalization hears appeals of assessments by the Assessor's Office, so they don't report to the County Assessor. But to answer your question, no, there would be no conflict

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if they sat on the Board of Equalization and had some sort of relationship with the Assessor's Office, I guess.

Vice Chairman Gardner speaks:
So, as I understand it then there is a chance that we could take a look at committees, Debt Management or Audit Committee, that might have an interest. Because it's only one meeting a year, right, in February…

Mr. Ritchie speaks:
That is correct.

Vice Chairman Gardner speaks:
…where they do those appeals. So, it just seems to me that maybe people with financial background that serve on some of our advisory boards might be interested in serving that one time a year. Okay.

Chairwoman Hales speaks:
Any other questions? All right. I'm going to open to Public Comment and invite anyone in the room who may be interested in this. Come on up. Brian Dempsey, welcome.

PUBLIC COMMENT

Brian Dempsey speaks:
Thank you. Thank you, guys.

Vice chairman Gardner speaks:
Are you on the next item also?

Mr. Dempsey speaks:
I am. I am.

Vice Chairman Gardner speaks:
Are you recently retired?

Mr. Dempsey speaks:
Semi-retired. Semi-retired and I started my own Northwestern Mutual Firm. So, I do financial services on, now too. I understand, as we were talking about volunteers and things like that in our community, and it was hard to come by, and I would like to volunteer for this position. To be honest, 100 percent transparent, I don't know exactly what this board does or this, but I will find out. You know, I'll make it a priority to find out for sure and I can talk to Jim. I can get a lot of good things from Jim.

Chairwoman Hales speaks:
Thank you, Mr. Dempsey.

Mr. Dempsey speaks:
Thank you.

Chairwoman Hales speaks:
Any questions for Mr. Dempsey? Seeing none. Yes. There you go. Is there any other Public Comment?

James McKalip speaks:
I have made numerous attempts to get people to do this. I worked with Rachel and we have, she's given me a list of all the boards and commissions and I bring this list almost everywhere I go during this period.

UNAPPROVED

And I think Brian Dempsey would be great on this. I'd be happy to brief him on what it is and what it does and then send him over to Trent Tholen. So anyway, I don't know how we can do more to get more applicants; I have tried. I think the first time I made this effort Ms. Davidson was the Assistant County Manager and we sat down and tried to map this out. So, I don't know how we can do more. This is an important board that only meets once a year, but people then think it's not important. Some years there's no appeals and simply going to a meeting and hearing about how values are doing in the county and it could be a half hour meeting and other times that there's appeal. I thought it would be really simple. I was doing the same thing. There were no applicants one year and I was asked to do this. And I applied seven years ago and I thought, oh, somebody built a deck and they're complaining, and I had two shopping centers and basically a mansion at the Lake was my first three items. I spent hours and hours preparing. Other times there's no appeals. I don't know what we can do and I will continue each time to try to recruit people to do this. I think it's an important board. Thank you.

Chairwoman Hales speaks:
Thank you, Mr. McKalip. Any other Public Comment? Seeing none, I will close Public Comment and bring it to the Board for a possible motion. Vice Chairman Gardner.

Vice Chairman Gardner speaks:
Yeah. So, this is one board that does receive a little bit of compensation, I believe also, is it not? A small amount. A small amount. So, you have enough to buy lunch at McDonald's maybe. Okay. Yeah. Okay. Anyways, with that, I will move for the appointment of Brian Dempsey to the Board of Equalization for four-year term beginning January 1st through December 31, 2029.

Commissioner Tolbert speaks:
I'll second and I'll reiterate that this is an important position. My first real job was in the Assessor's Office in Carson City, and very rarely did we have things go to the Board of Equalization, but it is kind of like the Supreme Court of tax assessment for the State of Nevada.

Chairwoman Hales speaks:
It's been moved and seconded that we appoint Brian Dempsey. All in favor? Any opposed? It carries unanimously. Thank you, Mr. Dempsey.

Mr. Dempsey speaks:
You're welcome.

MOTION TO: Appoint Brian Dempsey to the Douglas County Board of Equalization for a four-year term of office beginning January 1, 2026 through December 31, 2029; carried.

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

Administrative Agenda Item 11 was reopened after Closing Public Comment.

Chairwoman Hales read the agenda item into the record again.

Chairwoman Hales speaks:
So, it's come to my attention that Mr. McKalip would be willing to serve a little bit longer on this… Oh, his term is not expired. Oh, okay. Okay. Okay.

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Vice Chairman Gardner speaks:
Never mind.

Chairwoman Hales speaks:
Never mind. Never mind. Never mind. Getting ahead of ourselves. We were thinking you were willing for one more year, but you actually are on it for one more year, so very good. We almost got ourselves…

Laughter was heard.

Chairwoman Hales speaks:
Yeah. You can't really fill two positions on that board. All right. Very good. Well, next year your position will be vacant. All right. Then we will abandon that effort. Commissioner Tolbert, do you have something?

Commissioner Tolbert speaks:
I wanted to make one comment at the end. Since they did stay, I just wanted to be clear that my vote on the Planning Commission, I don't want it to be interpreted as a lack of confidence in either of the existing candidates but because the outcome was already secured by the other votes I was able to use mine to signal support for the other candidate that had applied in the hope that they would come forward again in the future.

Vice Chairman Gardner speaks:
I would hope that we would keep those applications as potentials later on.

Chairwoman Hales speaks:
Appreciate that thoughtful process. I need to pause for one moment. All right. I would like to, we're still on Agenda Item 11, which is Board of Equalization, because I opened it and so if there's anyone else in the room who's interested in serving, would you please come to the podium? You're currently serving on the Board of Equalization.

Laughter was heard.

Maureen Casey speaks:
Like Brian, I have had conversations with Jim about it but I'm not, I know they have something to do with the State but that's about all I know and I know they have something to do with taxes but I'm willing to sit down and get a tutorial from Jim. And I know it's a four-year commitment and I'm willing to do it because the County needs people and I know for the last ten years that I've sat in on these meetings every year it's a drudge to get people. And I'm willing to do it because I love the County and I hate to see the County Manager every year going, oh, we can't find anyone. So rather than have you go through this over and over again, I can do it, I have the time, it's once a year, if you'll have me.

Chairwoman Hales speaks:
Thank you very much, Ms. Casey. You would be very good at it. Are there any questions? I don't see any questions. Thank you. Is there any Public Comment on this reopened agenda item?

PUBLIC COMMENT

Nicki Leeper, Assistant County Clerk, speaks:
I would just like to thank Brian and Maureen for joining the Board of Equalization. You'll work very closely with the Clerk's Office. I'm more than happy to explain assessments and appeals that come through the Assessor's Office. We only meet one time a year, so I'm hoping you guys are available for February

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25, 2026, and it's a great group and we're more than happy to get you guys up to speed before that day. Thank you very much for volunteering.

Chairwoman Hales speaks:
Thank you, Ms. Leeper. Vice Chairman Gardner.

Vice Chairman Gardner speaks:
I would just recognize the fact that if we appoint Ms. Casey to that we do have a quorum of that board here today so be careful, don't talk about assessments. Okay. Okay. With that, I will move for the appointment…

Chairwoman Hales speaks:
Is there any other Public Comment? Seeing none, I'll close Public Comment.

Vice Chairman Gardner speaks:
Okay. I'm sorry. I thought Public Comment was closed or else I wouldn't have… Okay. So, I move the appointment of Maureen Casey to the additional one position for the Board of Equalization to serve until December 31, 2029. Right. So, wait a second.

Commissioner Tolbert speaks:
I'll second.

Chairwoman Hales speaks:
It's been moved by Vice Chairman Gardner, seconded by Commissioner Tolbert that we appoint Maureen Casey to the Board of Equalization. All in favor? Aye. Any opposed? It carries unanimously. All right. Excellent.

MOTION TO: Appoint Maureen Casey to the Douglas County Board of Equalization for a four-year term of office beginning January 1, 2026 through December 31, 2029; carried.

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

12. For possible action. Discussion on four appointments to the Douglas County Airport Advisory Committee in accordance with Douglas County Code (DCC) Chapter 2.58. Each appointment is for a two-year term beginning January 1, 2026 and ending December 31, 2027. Pursuant to DCC Chapter 2.58, one representative is appointed from the community-at-large, one from the business community, one from the airport powered community, and one from the airport soaring community. (Jenifer Davidson, County Manager)

Chairwoman Hales read the agenda item into the record.

Jenifer Davidson, County Manager, speaks:
Thank you, Madam Chair, Members of the Commission. As you noted, there are four upcoming vacancies on the Airport Advisory Committee with terms set to expire at the end of this year. We have received applications seeking reappointment, which include applications by Mr. Bradford, Mr. Gardner, and Mr. Trumbly. In addition, we received a new application submitted by Mr. Dempsey. It looks like Ms. Starrett

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did not apply for this position. We thank her for her time on the Airport Advisory Committee. She did a wonderful job and we just want to pass along that thanks. With that, Madam Chair, we turn it over to you for your deliberations.

Chairwoman Hales speaks:
We have with us today Tim Gardner and Brian Dempsey. We would invite you, Mr. Gardner, to come share your thoughts.

Tim Gardner, Airport Advisory Committee applicant, speaks:
Thank you, Madam Commissioner. I'm just finishing my first term on the Airport Advisory Board and I thank you for the opportunity to serve on that board. The board is currently comprised of a wonderful cohesive set of members. We're going to Ms. Starrett; she was a wonderful part of that board. The board is currently looking at a revision to our Master Plan and so that's kind of one of the biggest things that we have coming up for the Airport. And so, the Master Plan is going to be a ten-year plan and so that's really going to set the vision of the Airport going forward. And I think, you know, I speak for all the board members that our focus is really keeping the Minden-Tahoe Airport the best rural airport in Nevada and rural was really being the key word there. We don't want to be a reliever for Reno, but we want to be a vibrant airport and we want to be a big part of the community. And so, community outreach is a big part of what we do, hosting events where we bring youth out to the Airport and get them interested in aviation and hosting the Airport Day. The open house that we do every year is really important. And so, we want to be a big part of the community and that's really kind of what our focus is. Thank you.

Chairwoman Hales speaks:
Thank you. I would like to note that you are eligible for all the categories of positions available and I note that Virginia Starrett did represent the Business Community and in your application, it says that you own Tegridy Aviation. Did I say that right?

Mr. Gardner speaks:
Yes, that's correct.

Chairwoman Hales speaks:
Okay. I personally really like the idea of having a business connection with a business actually at the Airport or involved in aviation and so I'm just noting that we may want to appoint you as a Business Community representative and then that would leave the Community-at-Large position available for someone else. Maybe you could tell us just briefly what does Tegridy Aviation do?

Mr. Gardner speaks:
Certainly. So, it's a small business. I'm kind of a jack of all trades. When people ask me what I do, I'm a retired engineer, I worked in the Bay Area in high tech for many years, and so I still do a lot of engineering. I do research projects as part of the things that I do. We just completed a project last year in association with Airbus and The Perlan Project where we flew the very first hydrogen powered aircraft running a combustion engine and the purpose of the project was to do contrail research. And so, we conducted flights just north of Pyramid Lake here at flight level 330 creating contrails with a kerosene powered aircraft flying in conjunction with a hydrogen powered aircraft with a chase airplane studying those contrails because nobody really understood the nature of contrails produced by a hydrogen powered aircraft. And so, we did that project last year and so that's one of the things that I do with my company. In addition to that, I'm a flight instructor, I'm an aircraft mechanic, I'm an engineer, so kind of a jack of all trades.

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Chairwoman Hales speaks:
And I can't, I mean, impressive set of skills and I can't not note that you are the world record holder for the highest glider flight and I thought there must be a typo for the feet listed in your application; it's astounding.

Mr. Gardner speaks:
No, that's true. We've, you know, The Perlan Project is based out of Minden here and we've been running for over ten years now and we fly very specialized pressurized aircraft which is designed to do atmospheric research in the stratosphere. We fly this aircraft out of Argentina. And it's true, the altitude that we've flown is higher than what the U-2 spy plane can fly at.

Chairwoman Hales speaks:
So, it said 76,124 feet.

Mr. Gardner speaks:
Yes.

Chairwoman Hales speaks:
That's just mind blowing. Wow. All right. Any other questions for Mr. Gardner? I don't see any. So, thank you very much for being here and sharing those thoughts. Mr. Dempsey, we welcome you back to the podium.

Brian Dempsey, Airport Advisory Committee applicant, speaks:
Hi. So, Ms. Starrett, who's recently coming off the board, actually asked me to apply for this position a few months ago. We had the opportunity to listen to the Airport Manager, Heather, come down and give a presentation and I was really kind of inspired by that a little bit. And then when I talked to Virginia about what she does on the board, she said, why don't you apply for it, Brian, go for it, you'd be great at it. So, I did. And I do know there's a Master Plan revision coming up for the Airport and I would love to be a part of that to give me a lot of experience. As you know, I did have other aspirations for other seats I want to have and I think I definitely overreached with my experience going for one of those positions. I think this will give me a lot of experience going forward into that and then I can give back to my community.

Chairwoman Hales speaks:
Thank you very much. Any questions? Commissioner…

Commissioner Tarkanian speaks:
I can tell you, I've been overreaching a lot myself, so you have nothing to apologize for.

Laughter was heard.

Chairwoman Hales speaks:
Any other? All right. Thank you, Mr. Dempsey. Is there any Public Comment on this agenda item?

PUBLIC COMMENT- none

Chairwoman Hales speaks:
Seeing none, I'll bring it to the Board for any deliberation and a motion.

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Vice Chairman Gardner speaks:
I wanted to offer a disclosure, it is that Mr. Gardner and I share our last names, but we are not, we're not related that I know of. So anyways, with that being said, and I concur with and I noted that earlier also, I concur with your observation that perhaps Mr. Gardner should be assigned to the, since we have four for four, generally we have, this is one of the most contested advisory boards that we have on an annual basis and so I'm very surprised that we don't have a dozen candidates here. But anyways, I'm very happy with the ones that we do have and have served. Mr. Bradford, Mr. Gardner, Mr. Trumbly have previously served, doing an excellent job there, and they have the Airport Master Plan coming before them, so that's a heavy lift and so it's important to have them continue on that board. So, with that, I move for the reappointment of Mr. Bradford for the Powered Community, Mr. Gardner for the Business Community, Mr. Trumbly for the Airport Soaring Community and Mr. Dempsey for the Community-at-Large position, as noted.

Commissioner Tarkanian speaks:
Second.

Chairwoman Hales speaks:
It's been moved by Vice Chairman Gardner, seconded by Commissioner Tarkanian. All in favor? Any opposed? It carries unanimously. This is really a great board and I appreciate both of you and the other two being willing to serve. We love our Airport and we are grateful you're willing to keep it wonderful and make it better. So, thank you. And thank you for your patience waiting to the very last committee.

MOTION TO: Reappoint Michael Bradford for the Airport Powered Community representative, reappoint Tim Gardner for the Airport Business Community representative, reappoint Robert Trumbly for the Airport Soaring Community representative, and appoint Brian Dempsey for the Community-at-Large representative to the Airport Advisory Committee for two-year terms beginning January 1, 2026 through December 31, 2027; carried.

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

13. CLOSING PUBLIC COMMENT (No Action)

Chairwoman Hales speaks:
All right. Closing Public Comment. Do we have any Closing Public comment on matters not on the agenda? Ms. Waller.

Ellie Waller speaks:
I'd like to thank everybody who's left. All the, I've tried to address every person, either through email, stating that I understand volunteerism, coming to these meetings; I do it a little different than being on a board. On the point of institutional knowledge, I take that very seriously because I bring a lot to the table with Tahoe issues. Everything I've ever done in the past is captured in meetings, and Staff Reports, and videos and I'm glad to see that we do have some institutional knowledge in a lot of areas, but I would also, with some of the boards, you have a hard time getting people, on other boards you get new people, and I think we need to have a little different lens sometimes. And today, there is no disrespect to the institutional people that have come forward, but I also believe we had two very good new candidates today and we do often have, I shouldn't say often, sometimes have mid-terms, and hoping that we, as a

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County, will reach out to those people, not just wait for them to the table again. And I want to look at consistency in our web pages. Thank you, Mr. Gardner, I appreciate that, but there is the planning, advisory Planning Commissioners named on that same web page I'm talking about and they don't report to you either. So, I want to, I'm going to educate myself a little better before I make a comment. I am always up here for correction. I do my best to be factual. Thank you.

Chairwoman Hales speaks:
Thank you, Ms. Waller.

Chairwoman Hales speaks:
Okay. In the interest of getting the job done, I want to reopen Agenda Item 11.

Closing Public was reopened after Administrative Agenda Item 11.

Chairwoman Hales speaks:
I think we finished Closing Public Comment, but I'm going to check. Is there any other Closing Public Comment? Seeing none, I will close Closing Public Comment again and this meeting is adjourned. Thank you.

14. ADJOURNMENT

There being no further business to come before the Board of County Commissioners, the meeting adjourned at 11:54 AM.

Respectfully submitted:

_____
Sharla Hales, Chairwoman
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, December 18, 2025, 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:
Sharla Hales, Chair
Mark Gardner, Vice Chair
Wesley Rice, Commissioner
Danny Tarkanian, Commissioner – *via Zoom*
Nathan E Tolbert, Commissioner

STAFF PRESENT:
Dan Coverley, Sheriff
Amy Burgans, Clerk-Treasurer
Jenifer Davidson, County Manager
Doug Ritchie, Chief Civil Deputy District Attorney
Nicki Leeper, Assistant County Clerk
Michelle Pablo, Senior Deputy Clerk

2. PLEDGE OF ALLEGIANCE

Led by County Manager, Jenifer Davidson.

3. PUBLIC COMMENT (No Action)

Chairwoman Hales speaks:
We'll begin with Public Comment on matters over which we have jurisdiction and control, but are not listed on the agenda, unless you can't be here later when the agenda item is heard. We allow three minutes for Public Comment, and a yellow light will go on at two and a half minutes and you'll hear a little beep, and at three minutes, you'll hear more beeps and a red light. And there are some other restrictions you can read in the agenda itself. Welcome, Mr. Jackson.

Jim Jackson speaks:
Thank you. Good morning, Merry Christmas. Before the meeting started, I went over and talked to the Sheriff and I thanked him for being our Sheriff. I have been watching the events at Brown University and the press conferences that the Sheriff and the Mayor there have been giving; I have never seen such incompetence in my life in a position of Police Chief. And I wanted to thank our Sheriff for being a very competent and very good Sheriff, and protecting this county, and I didn't want that to go unknown. The other thing I wanted to discuss is term limits. Right now, you each have a four year term, our House of Representatives has a two year term. The reason for that was is that if you are unhappy with the House of Representatives, then every two years you could get rid of them and hire a whole bunch of new folks if you didn't like what they were doing. I would think that that might be a good thing to do here, reason being, is that if you have a two year term and you do something we don't like; don't keep a promise, vote for something that we don't want and all that, we don't have to wait four years to correct that, we can do it fairly quickly. It's just an idea, you know, probably a lot of people don't have that, but I was thinking about that the other day and stuff. There's a few other things I want to mention, but I'm going to wait

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until after one of the agenda items. So I'll save my comments until then or at the end of the meeting because I want to see how that goes. But Merry Christmas, Happy New Year and thanks again for being a very good Sheriff.

Chairwoman Hales speaks:
Thank you. Ms. Christensen.

Rachel Christensen speaks:
Good morning. I wanted to state for the record that the cleanout of Smelter Creek began nearly two weeks ago.

Chairwoman Hales speaks:
Would you state your name?

Ms. Christensen speaks:
I'm sorry, Rachel Christensen, Ruhenstroth resident. I wanted to state for the record that the cleanout of the Smelter Creek began nearly two weeks ago without engineer plans or fully executed contracts. As previously discussed with Jenifer, Mark, and Sharla, local residents who understand the flow of the creek should have been included in the process; instead, that input was ignored leaving the work to be figured out by those without necessary engineering expertise or local knowledge of the creek and how it flows. The creek has been altered into a straight path, rather than necessarily winding course, which now directs water flow towards several homes. With this atmospheric river approaching, there is a significant risk of flooding. This work proceeded without knowing proper corrections being made when the opportunity existed. As I spoke last week, what is going on? While I wish you all a Merry Christmas, the residents here will be facing this holiday under the stress of potential flooding. Thank you.

Chairwoman Hales speaks:
Is there any other Public Comment? Seeing none, I will close Public Comment. And before we go any further, we want to wish Commissioner Tarkanian a very happy birthday today.

Commissioner Tarkanian speaks:
Thank you, I appreciate that.

Chairwoman Hales speaks:
If you were here we would sing, so probably good you're not.

Laughter was heard.

Commissioner Tarkanian speaks:
Can you hear me okay?

Chairwoman Hales speaks:
Yes, we can hear you.

Commissioner Tarkanian speaks:
Okay.

Chairwoman Hales speaks:
Okay.

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Commissioner Tarkanian speaks:
I do not want you to sing, so I'm glad I'm not there.

Laughter was heard.

4. APPROVAL OF AGENDA

MOTION TO: Approve the agenda; carried.

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

5. APPROVAL OF PREVIOUS MINUTES

For possible action. Discussion to approve the draft minutes of the November 6, 2025, regular and special joint meeting with Lyon County and November 20, 2025, regular meeting of the Board of County Commissioners.

MOTION TO: Approve the draft minutes of the November 6, 2025, regular and special joint meeting with Lyon County, and November 20, 2025, regular meeting of the Board of County Commissioners; carried.

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

CONSENT CALENDAR

6. CONSENT ITEMS

MOTION TO: Approve the Consent Calendar; carried.

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

A. For possible action. Discussion on the Douglas County Treasurer's Monthly Statement for September 2025 submitted per Nevada Revised Statutes 354.280(2). (Amy Burgans, Clerk-Treasurer)

B. For possible action. Discussion on the Douglas County Treasurer's Monthly Statement for October 2025 submitted per Nevada Revised Statutes 354.280(2). (Amy Burgans, Clerk-Treasurer)

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C. For possible action. Discussion to accept the cumulative voucher sheets submitted under NRS 244.210 for checks and electronic fund transfers issued for the 9/5/25 Payables, 9/12/25Payables, 9/19/25 Payables, 9/26/25 Payables, 9/29/25 Payables, 9/5/25 Payroll, 9/5/25 Payroll #2, 9/5/25 Payroll #3, 9/8/25 Payroll, 9/19/25 Payroll, 9/29/25 Utility Refunds and 9/9/25 Test printer- void check. (Amy Burgans, Clerk-Treasurer)

D. For possible action. Discussion on the cumulative voucher sheets submitted under NRS 244.210 for checks and electronic fund transfers issued for the 10/3/25 Payables, 10/10/25 Payables, 10/17/25 Payables, 10/3/25 Payroll, 10/23/25 Payables, 10/30/25 Payables, 10/17/25 Payroll, 10/27/25 Payroll, 10/30/25 Payroll and 10/27/25 Utility Refunds. (Amy Burgans, Clerk-Treasurer)

E. For possible action. Discussion on the Douglas County October 2025 Investment Report submitted per Douglas County Code 3.02.040. (Amy Burgans, Clerk-Treasurer)

F. For possible action. Discussion to approve a $35,880 contract with SoSuTV Corporation for public meeting broadcasting, livestreaming, and meeting support services, effective January 1, 2026, through June 30, 2026. (Jenifer Davidson, County Manager)

G. For possible action. Discussion to authorize a $20,000 blanket purchase order with Motorola Solutions for the purchase of parts and equipment for preventive maintenance for the Douglas County Sheriff's Office. (Brent Finster, Emergency Communications Manager)

H. For possible action. Discussion to authorize the County Recorder to audit, allow, reject, or pay claims valued under $1,000, pertaining to refunds of real property transfer tax paid; and adopt Resolution 2025-103 authorizing the County Recorder to audit, allow, reject, or pay claims valued under $1,000, pertaining to real property transfer tax paid, and annually provide the Board of County Commissioners with a summary of such claims and results. (Shawnyne Garren)

I. For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through November 15, 2025, per Nevada Revised Statute 251.030. (Kathy Lewis, Chief Operating Officer)

J. For possible action. Discussion to adopt Resolution 2025R-101 to reappropriate various 2025-26 Fiscal Year 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)

K. For possible action. Discussion to approve Fiscal Year 2025-26 budget transfers totaling $34,000 in various funds within the Town of Minden and Genoa. (Kathy Lewis, Chief Operating Officer)

L. For possible action. Discussion to adopt Resolution 2025R-100 augmenting the Fiscal Year 2025-26 budgets in various funds within the Town of Gardnerville and Minden totaling $3,250,572. (Kathy Lewis, Chief Operating Officer)

M. For possible action. Discussion to award a $483,785 construction contract with Norberg General Engineering, LLC for the Walley's Well Improvement Project and authorize the Director of Public Works to execute the contract and change orders up to 10% of the original contract price. (Rick Robillard, Deputy Public Works Director)

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N. For possible action. Discussion to approve the purchase of a 2026 Chevy Tahoe LS for the Douglas County Sheriff's Office fleet from Champion Chevrolet for a total cost of $61,646. (Undersheriff Elges)

O. For possible action. Discussion to authorize the Douglas County Sheriff's Office to accept a cash donation of $22,940 from the Douglas County Sheriff's Advisory Council to be used by the Sheriff's Office to pay for 20 Surefire Suppressors, and adopt Resolution 2025R-099 increasing the budget authority in the Assigned Use Sheriff Donations by the donated amount. (Undersheriff Elges)

P. For possible action. Discussion to approve the purchase of forty (40) Brother Printers with vehicle adapters from Tyler Technologies, at a total cost of $26,400, by the Douglas County Sheriff's Office. (Undersheriff Elges)

Q. For possible action. Discussion to approve a budget transfer of $12,720 from the assigned/restricted funds account to the communications account in the Sheriff's Office to fund an increase of cellular service for the Patrol Division for the last seven months of Fiscal Year 2025-26. (Undersheriff Elges)

ADMINISTRATIVE AGENDA

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

FINANCE

8. For possible action. Discussion to accept the Douglas County Fiscal Year 2024-25 Financial Audit and Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ended June 30, 2025, prepared by Douglas County Outside Auditor, Eide Bailly Public Accountants. (Kathy Lewis, Chief Operating Officer)

Chairwoman Hales read the agenda item into the record.

Kathy Lewis, Chief Operating Officer, speaks:
Thank you. Before I turn it over to Eide Bailly, online we have our partner, David and our Audit Manager, Layla, I will let you know that this was presented to the Audit Committee on Tuesday and they accepted it to be forwarded to you guys for review and acceptance. So I'll turn it over to David. Let me know, David, if you have the ability to share. Okay.

David Showalter, Eide Bailly Certified Public Accountant, speaks:
Good morning, Board of Commissioners. Can everyone see the presentation on the screen?

Chairwoman Hales speaks:
We can, yeah.

Mr. Showalter speaks:
Great. Well, thank you for having us this morning. Also on the call is Layla Elsumeri, she's the Audit Manager working on the audit for Douglas County. So what we're presenting to you is the results of the audit of the County's financial statements for June 30, 2025. So our responsibility was to audit the financial statements of the County, which is the audit of the Annual Comprehensive Financial Report, or you've heard of it as referred to as the ACFR. And we also provided a report to you on internal controls over financial reporting and on compliance and you should have all those reports in your packet. We also

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have a required communications letter that is also included in your packet and I'll cover that on one of the slides.

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

- Our Responsibility in Accordance with Professional Standards
  - Form and express an opinion about whether the financial statements which are the responsibility of management, with your oversight, are presented fairly, in all material respects, in accordance with U.S. GAAP.
  - Our responsibility is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement.

Mr. Showalter speaks:
So the summary of the audit results, in the audit opinion, which is included in the financial statements, indicates that the financial statements are free of material misstatement in all material respects.

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

- Summary of Audit Results
  - Financial Statements
    - Unmodified opinion on Douglas County's Annual Report
  - Government Auditing Standards
    - No material weaknesses or significant deficiencies were reported

Mr. Showalter speaks:
We're very happy to report that as well. And in our auditor communications letter, which is a separate letter that's included in your packet, our audit standards do require that we present this letter to those charged with governance. So the letter was provided to the Audit Committee and then it's provided to the Board of Commissioners as well. And basically, it summarizes several aspects of the audit, including our ethics and independence, that we are in fact, independent of the County and we have complied with all ethical requirements.

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

  - Significant Accounting Policies
    - Summary of significant accounting polices – Note 1
    - Adopted GASB 101, Compensated Absences, as of July 1, 2024- Note 1
  - Significant Risks Identified
    - Management override
    - Revenue recognition
    - Pension liabilities
    - OPEB liabilities

Mr. Showalter speaks:
And why we communicate those risks to you is, in the fact that when we're planning and conducting the audit, these are areas that we focus in on with respect to our audit procedures. Pension liabilities and OPEB liabilities are significant, primarily because of their balances and that there are actuarial determinations surrounding those particular liabilities.

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Chairwoman Hales speaks:
Mr…

Mr. Showalter speaks:
So we get an under…

Chairwoman Hales speaks:
Oh.

Mr. Showalter speaks:
Yes?

Chairwoman Hales speaks:
Would you just explain OPEB?

Mr. Showalter speaks:
Yeah, oh, I'm sorry. Other post-employment benefit liabilities, so this would be your medical insurance that you offer to your retirees when they retire. And then sensitive estimates and disclosures; again, surrounding the pension liabilities and the other post-employment benefit liabilities.

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

- Uncorrected Misstatements/Disclosures
  - There were no uncorrected or corrected misstatements identified as a result of our audit procedures.
- Significant Difficulties
  - We encountered no significant difficulties in dealing with management.
- Disagreements with Management
  - No disagreements arose during the course of the audit.

Mr. Showalter speaks:
So overall, the audit went really smoothly and we were happy to be able to issue the opinions just before Thanksgiving, so that was really good for everybody who worked on the audit. And I definitely want to thank Kathy and her team for all their hard work with the audit this year. The audit doesn't necessarily begin in November, it goes all the way back to basically June is when we start the fieldwork and we come in around September, October doing our final phase of the audit. And then around November, we're working through the final touches on the ACFR and then issuing in that, you know, just before that November 30th timeline. So there's a lot of effort that goes into the audit, both on Eide Bailly's side, but mostly on the County side getting everything prepared for us. So we're thankful for all of their effort and that concludes the presentation.

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

Chairwoman Hales speaks:
Does it get any better than this, Mr. Showalter?

Mr. Showalter speaks:
This was a great year, so we're very thankful for that.

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Ms. Lewis speaks:
I just have a couple comments. I'll make sure I get this centered. When David talked about the OPEB liability, it is a requirement that we look at what post-employment benefits, what the liability is. But the County does not offer retirees health insurance. We do allow them to be on our plan, but we do not subsidize or we do not provide any kind of benefit to that, so I want to make sure that was clear. They do affect our plan, but it's not a direct benefit to retirees. I think I'm messing up the words, but I want to make sure that was clear in what we do there. The other piece that we talked about is I want to take the time, David was very sweet to say my name, but it really was the Finance team behind me that I've asked them to join that really put in the hard work to get the audit done. And then looking back, because I've been asked, we didn't have any financial statement audit findings this year in what it looked like. And so, I did this quick chart back in ’18-’19 when Eide Bailly became our auditors for the first time, there were 12 findings. And over the years, the County has whittled that down and worked through those findings that this year we have zero, which is great news. I would love to take any kind of credit for that, but it was not done under my watch, it was done with the hard work of the Finance Department. It was done with the hard work of the County, it was done, the hard work of many to get to this point. Now I'll turn it back over.

Chairwoman Hales speaks:
As you know, I asked you to share this because I think it's remarkable. And it does, it speaks to Terri Willoughby, and also to you, and largely to your team, which is really, really fantastic. And I couldn't be happier about this. So do you want to introduce your team who you have here?

Ms. Lewis speaks:
I would love to, although I forget my own name when I get to speaking publicly, so if I forget, please. We have Caroline Chieffo, she is our Acting Finance Manager, stand up. Kathy Kaiser, our Accounting Manager, we have Andrea Kent, who’s Payroll, we have Debbie Carter, who is our Accountant, Candy, who's our Accountant, and Louis, an Accountant. And I think we have Debbie Swickard, who was not able to come and our AP and, we have a couple other people still back at the office, but here's our team.

Chairwoman Hales speaks:
Just really remarkable success and we really appreciate all your hard work getting here. All right, that said, we probably have questions on some of this. Does anybody?

Commissioner Tolbert speaks:
I’ll go.

Chairwoman Hales speaks:
Commissioner Tolbert.

Commissioner Tolbert speaks:
So yes, last meeting we had quite a bit of comment about transparency and how the County needs to work to make sure that we can ensure that the communities trust. And so I think this goes a long way to show how well the Finance Department is working, and making sure they maintain and having a third party review, I think is a very important step and I really appreciate that. But I do have one question that's kind of outside of this; it’s been asked very recently about our budgeting that was brought forth about the percentage of our budget that goes to employees versus the public sector. So can you address that a little bit and why that is and whether our numbers are common? Just a little more to answer that specific question that's been rumbling around the public.

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Ms. Lewis speaks:
Thank you and thank you for that question. It is part of our budget kickoff, we go through the different funds, the General Fund and funds overall, and look at our percentage of that budget that is allocated to personnel, wages, and benefits, and retirement. In the General Fund, it is, I think around 70 something percent; I should have looked before I came. That is very common in a service industry. If you think in the General Fund, the General Fund houses our people, it houses our Elected Officials, it houses Community Development, it houses our internal service departments. That is our service, is our people. If you look at the County overall, when you bring in the construction costs, that percentage of course goes down. But that one fund is specifically to account for people and services, general government services and so that is very common, even in private business. If it's a people centered or a service industry, that percentage is usually between 70 and 80 percent of the budget is people costs.

Commissioner Tolbert speaks:
So if I'm understanding, Douglas County delivers a service to the public and so that service is the people providing that service. We don't generate widgets, so we don't have costs of production of a widget. We have people so it makes sense that a large portion of our funds would be the people that actually provide the service, correct?

Ms. Lewis speaks:
Yes, thank you. Yes.

Chairwoman Hales speaks:
Commissioner Rice.

Commissioner Rice speaks:
Madam Chair. For those that have been around long enough to remember this dark period that our County went through called Tiregate, I hate to quote a cigarette commercial, but "you've come a long way, baby." I mean to tell you, our team has done more to secure the finances of this County than anything that I can recall. I know when I had my own budget, that was a couple of weeks ago, I had a budget of over $6 million. That much of it was discretionary, the rest of it was mandated, so it wasn't hard to stay within my budget. But you guys have done a marvelous job and thank you, one and all, for what you've done for this County.

Chairwoman Hales speaks:
Commissioner Tarkanian, would you like to add anything?

Commissioner Tarkanian speaks:
Nope, just great job.

Chairwoman Hales speaks:
Vice Chairman Gardner.

Vice Chairman Gardner speaks:
Thank you, Madam Chair. So with the new administration at the federal level, there was created a Department of Government Efficiency. And so we had a number of residents reach out to me suggesting that we institute a similar item here in the County and my response was, we already do, and we always have. And I would say that there are basically four check points that I can identify, there may be more. But first of all, of course, as Commissioner Rice had indicated, out of the issue that we had with Tiregate, we created the Audit Committee. And that is one of the stopgap guardrails we have in regards to watching our expenditures. Number two, we do have, as today we're identifying and is illustrated in this document here, and so, is our independent audit, not done internally. This is an independent audit and we have no

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control over that and what their findings are. And so I know when I was a member of the public back in ’17, I believe it was, we actually had about 22 findings and that wasn't on the chart, but now we're down to zero. So that is a tremendous improvement over those years. And I would also suggest that we also have, for those of you who don't know, we have an anonymous hotline; Waste, Fraud and Abuse and that's a checkpoint also. So if you suspect anywhere in our County that there is waste, fraud, or abuse occurring within our County, please take the opportunity to use that hotline to notify us because these problems can get out of hand very, very rapidly. And so we need to make sure that we have a checkpoint there. And then I would suggest that, we're in the process right now of looking at our budgets for ’26-’27 and so we are already planning meetings of this Board, Special meetings in March and May, as required by statute where we will review four days of meetings, where we will review the planned budget for ’26-’27. And it's incredible to me that we do those four days of meetings when we meet with every department, we go over their budgets, line item by line item. And unfortunately, members of the public don't seem to attend as well as I would suggest they should and doing that audit themselves on where we're spending money. So I would encourage you, I think it's March 23rd and 24th and then the last week of March, two more days where all the Department Heads will come to us with their budgets and we'll look at them line item by line item. So I would encourage your attendance at those meetings also. So thank you and this is a great report and great progress. Thank you.

Chairwoman Hales speaks:
Thank you, Commissioners. I don't have anything to add, just really appreciate your good work. All right, this is for possible action, is there a motion? Oh, is there Public Comment?

PUBLIC COMMENT- none

Vice Chairman Gardner speaks:
Don't everybody get up at once.

Chairwoman Hales speaks:
Seeing no Public Comment, is there a motion?

Commissioner Tolbert speaks:
Madam Chair?

Chairwoman Hales speaks:
Yes.

Commissioner Tolbert speaks:
I move that we accept the Douglas County Fiscal Year ’24-’25 Financial Audit and Annual Comprehensive Financial Report, the ACFR, for the Fiscal Year ended June 30, 2025, prepared by Douglas County Auditor, Eide Bailly Public Accountants.

Commissioner Rice speaks:
I'll second.

Chairwoman Hales speaks:
It's been moved by Commissioner Tolbert, seconded by Commissioner Rice. All in favor? Any opposed? It carries unanimously. Thank you, Ms. Lewis.

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MOTION TO: Accept the Douglas County Fiscal Year 2024-25 Financial Audit and Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2025; carried.

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

Ms. Lewis speaks:
Thank you. I have one more comment; the single audit, which is the audit of our federal funds, is not included in this report. The federal government just finalized the guidance for that audit and so we will start that audit next and come back to you with that report when it's finished.

Chairwoman Hales speaks:
Thank you.

COMMUNITY SERVICES

9.1 For presentation only. Introduction of Ordinance 2025-1659, an ordinance amending various provisions of Title 6 of the Douglas County Code, pertaining to Animals. The ordinance adds new definitions to clarify code language; modifying certain procedures related to dangerous and vicious dogs; updating procedures related to the number of dogs a person may keep; revising requirements for dog breeders, dog fanciers, dog rescues, pet services, pet shops, and kennels; amending appeal procedures; revising procedures related to the impoundment of animals; clarifying provisions related to animal cruelty; updating the Animal Services euthanasia policy; and amending provisions related to investigations, citations, and penalties for non-compliance. First Reading. (Brook Adie, Community Services Director)

Chairwoman Hales read the agenda item into the record.

Brook Adie, Community Services Director, speaks:
Thank you. You covered a lot of what I was going to go over, which is in the action. So we had brought this forward a few years ago to do some revisions and since then we identified some areas where we needed some additional clarification or some cleanup of the language just to address some of the things that we had been finding over the years with the most recent change. When we brought this back before, we basically did a complete overwrite, which I think was in 2022, we did a really big overhaul of Title 6. And so these changes are more minor, addressing all of the things that you had described. So I'm here if you guys have any questions, I'd be happy to answer them.

Chairwoman Hales speaks:
Are there questions? I don't see any questions and this is not for action, so no Public Comment. But thank you for being here.

RESULT:	**PRESENTATION HELD.**

UNAPPROVED

9.2 For possible action. Discussion to approve a total of $399,562 grant payments from Douglas County to the Family Support Council, Partnership Douglas County, Carson Valley Health, Moxy Up, Carson City Community Counseling Center, and the Suicide Prevention Network to provide services related to opioid prevention, treatment, and recovery, using previously received Opioid Settlement Funds, and to authorize the Community Services Director to sign the grant funding agreements for each individual organization. (Brook Adie, Community Services Director)

Chairwoman Hales read the agenda item into the record.

Brook Adie, Community Services Director, speaks:
Good morning again. I'm here to talk about the grant program that we put forward for the Douglas County One Nevada Funds you had identified in the reading, who all is getting some funding or who we would recommend for funding. I'll go over some of the activities that each one of those organizations is going to do with the funding. This is the second year of this grant program; last year was our first year, this is our second year. So we did a solicitation, we opened it up to receive grant applications; we had seven applicants. And we are recommending funding for six of them, for either some or all of the funding that they requested. We receive their applications, we review their applications, and then we bring them in for interviews to get some clarification on all of the activities that they are going to be doing.

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

- Douglas County One Nevada Funds
- Background: One Nevada Funds
  - The One NV agreement was signed by Governor Sisolak on January 24, 2019, in consultation with the Attorney General, Aaron Ford.
  - The agreement includes all 17 counties, 10 cities, and 2 Fire Protection Districts. Douglas County signed the One NV Agreement on August 5, 2021. Annual reports must be submitted on January 1st of each year.
  - One Nevada funding was made available through opioid-related litigation that seeks to hold various entities and individuals accountable for the opioid epidemic in the State of Nevada.
  - Approved purposes of funds:
    - Remediate the harms, impact, and risk caused by the opioid epidemic to residents.
    - Direct the funding to resolve the issues that drive the opioid crisis.
    - Counties/regions All needed to complete a Needs Assessment to receive funding.
- Goals for funding identified through Needs Assessment
  - Improve the effectiveness of case management with individuals suffering from Opioid Use Disorder.
  - Increase efforts related to opioid prescription education.
  - Prevent youth drug use by supporting Douglas County School District providing prevention services and resources.
  - Explore opportunities for interventions in the Douglas County Criminal Justice System..
  - Creating an education campaign for the general public.
  - Decrease barriers for individuals leaving detox and entering treatment (residential or outpatient).
  - Support local aftercare/recovery services.
  - Encourage Growth of substance misuse treatment and case management workforce.

Commissioner Tarkanian speaks:
Inaudible comment.

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Ms. Adie speaks:
Did you have a question, Commissioner Tarkanian?

Commissioner Tarkanian speaks:
No, I'm sorry. My daughter walked in, I apologize.

Ms. Adie speaks:
Okay.

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

- Strategic Plan and One Nevada Programs
  - Public Health Goal: Build partnerships to support residents in obtaining quality, reliable healthcare, with a focus on mental health and behavioral health programs.
  - Community Partnerships: Engage partners to explore information and resource sharing. Foster collaborative approaches to contribute to the collective well-being of residents.
  - Mental and Behavioral Health: Update Community Health Needs Assessment and work with partners to provide mental- and behavioral health services.
- ONE NEVADA APPLICANTS Calendar Year 2026
- Carson Valley Health
- GOAL: Aftercare, recovery services, and community education.
  - Provide three therapist and alcohol and drug counselor-lead support groups: one for youth mental health and two for adults with substance use disorder
  - Host Opioid Education Seminars across various Douglas County locations, such as community centers, schools, and libraries.
  - Host Suboxone Training for Providers and First Responders.
- Partnership Douglas County
- Goal: Youth prevention
  - Douglas County School District hired a Prevention Specialist to be funded through One Nevada and overseen by Partnership Douglas County to do Evidence-Based Prevention Education for all the schools in the District.
  - 3rd Millennium- Partnering with Juvenile Probation to utilize E.B. online prevention and intervention courses, which will be used as a part of a behavioral change strategy to help their juveniles.
  - Provide increased early interventions by training local professionals working with children on how to administer ACEs (Adverse Childhood Experience) in partnership with Juvenile Probation and School Social Workers.

Chairwoman Hales speaks:
Would you like to take questions as we go?

Ms. Adie speaks:
I can, yes. Absolutely.

Chairwoman Hales speaks:
I just want to point out I think EB means evidence based.

Ms. Adie speaks:
Yes.

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Chairwoman Hales speaks:
And I truly appreciate that because there have been a lot of non-evidence based efforts regarding drug use in the past. And those are not a good use of money.

Ms. Adie speaks:
Yep.

Chairwoman Hales speaks:
And so I really appreciate the focus on spending money in ways that have been proven to be effective.

Ms. Adie speaks:
Yes, thank you for mentioning that. When we are looking at the programing that these organizations are wanting to provide, they all must be evidence based. We are funding programs, that is a requirement of the State, that's a requirement that we have that they're all evidence based programs.

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

- Community Counseling Center
- Goal: Decrease barrier to treatment
  - Reduce financial barriers to treatment for Douglas County adults. These barriers would be due to being underinsured, having high deductibles, or losing Medicaid.
  - Providing Douglas County youth mental health services. Assisting with financial barriers, as well as working with the community to develop strategies to remove the barriers for parents. Such as transportation and availability.
- FAMILY SUPPORT COUNSEL
- Goal: Youth prevention and case management
  - Douglas High School Students will receive existing education and referrals with added information on substance abuse and its impact on domestic violence.
  - Family Support Council staff will attend the Safe & Together CORE Training to identify the impact of domestic violence on children and family functioning.
  - Adults participating in the existing parenting, co-parenting, and confidential shelter program will self-assess for childhood trauma using ACES.
  - Pediatric assessments (PEARLS) will be completed by the adults participating in our existing parenting, co-parenting, and confidential shelter program.
- Suicide Prevention Network
- Goal: Treatment, recovery, and community education
  - Harm Reduction Specialist will aim to reach out and market prevention educational materials to Douglas County
  - The Community Programs Coordinator will provide group sessions for people needing a safe and supportive space to work through their PTSD. They will also deliver Life Skills program groups.
  - Will host 3 separate Conferences aimed at educating the Douglas County Community on harm reduction tools, resilience, coping with recovery, and mental wellness
- MOXY UP
  - Brainiac's ADHD Therapeutic Groups
    Hold Weekly Evidence-Based Therapy groups for ADHD Youth in Douglas County
  - Moxy Up Behavioral Health Incubator – Living Room Model
    Behavioral Health Incubator for youth-serving clinicians, which offers mentorship for those to serve youth impacted by substance abuse.

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Vice Chairman Gardner speaks:
Ms. Adie, before we leave Moxy Up…

Ms. Adie speaks:
Yes.

Vice Chairman Gardner speaks:
…could I ask you a question? Individuals from the public have recently reached out to me about, they appear to have moved their offices. It looks like they closed their offices and I guess that's the point of this question…

Ms. Adie speaks:
Yes.

Vice Chairman Gardner speaks:
…is that they haven't closed their offices, they are still in existence, but they've moved their offices off of 395 and I think it was Buckeye and 395. Where have they relocated to, do we know?

Ms. Adie speaks:
Yep, they are now located in the Ranchos. Coleen Lawrence is here and she can tell you the exact address, but it is I believe off of, thank you, it's off of Tillman. And so they have a space off of Tillman, yeah.

Vice Chairman Gardner speaks:
I just wanted to assure the public.

Ms. Adie speaks:
Yes.

Vice Chairman Gardner speaks:
It has not gone away, it's still a program.

Ms. Adie speaks:
Yeah.

Vice Chairman Gardner speaks:
And we need to identify that. Yeah, thank you.

Ms. Adie speaks:
And so they have moved into the Ranchos, which is a good location for them because there are more limited services and access to getting into town for like youth in the Ranchos and so they are out there now. I would also like to say that there are several members from the organizations that are being funded, so if you guys have questions, yes, you can ask them also.

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

- The Life Change Center
  - Delivering Methadone to Douglas County Residents
  - Reducing Financial Barriers to receiving treatment
  - Transportation provided from Jail or Prison to treatment
  - Monitoring treatment
- Conclusion: Data And Reporting

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- Each Agency will be required to show data through the agreed-upon documentation and report to Douglas County Social Services monthly to ensure they are each meeting their goals, as stated, on their One Nevada Work Plan.

Chairwoman Hales speaks:
I have a question.

Ms. Adie speaks:
And that is all.

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

Chairwoman Hales speaks:
Okay. I'm sure you track not just how the actions they take to meet their goals and their plans, but I'm sure you track opioid use in the county. And I guess I'm wondering when would the members of the public get a report on the ultimate success of this money being spent?

Ms. Adie speaks:
We can come back at the end of this grant cycle to report on how each of the organizations have done with the funding that we have received or that they have received, we can certainly do that. There are statewide efforts that track opioid use throughout the community. And I want to emphasize that the opioid use is the pathway that got us here with these funds, but they're really intended to address behavioral health overall, behavioral health, mental health, substance use. They have a much wider reach when we're looking at prevention treatment and recovery services. But UNR, they collect a lot of data on opioid use throughout the state, they have different surveys that they put out to the youth and to adults that captures that type of information. Each organization that does receive funding, they will report back to us data on how many people they've served, what types of people they've served, how they've used their funds, things like that.

Chairwoman Hales speaks:
Good. I know we get that in the Board of Health meetings, but those are much less widely attended by or monitored by the public and I think it'd be good for the public to know. So in the future, I would like to maybe link that next year when these come back.

Ms. Adie speaks:
Yes.

Chairwoman Hales speaks:
Or something similar.

Ms. Adie speaks:
Yep.

Chairwoman Hales speaks:
Are there other questions? Vice Chairman Gardner.

Vice Chairman Gardner speaks:
Thank you. I have several questions, yes, sorry, Commissioners. So first of all, I want to say thank you and these are all tremendous programs in our community and very critical programs in our community. And I appreciate the folks that are here that are involved in these programs, thank you for bringing these programs to our community. It's unfortunate we have to use them, but it's great that we have them, so I

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want to recognize that. The amount of money that we get on an annual basis out of the Opioid Settlement, how much is that? This is $400,000 basically, I thought we were getting more than that out of the Opioid Settlement; am I mistaken?

Ms. Adie speaks:
The amount of settlement funds that we get each year varies based on the agreements that we have with each individual distributor or manufacturer of opioids and so we get settlements throughout the year. And so what we have been able to do is look at how many, what are the funds that we've received so far today and what we've spent. The State does financial projections on what we should be getting each year and we partner with them and their financial projections to look at how much funding we have available year after year for the funding. And maybe Mr. Ritchie could jump in if there's any additional information because he's been pretty involved in that too.

Vice Chairman Gardner speaks:
Does this maximize our funds or do we have additional funds available?

Doug Ritchie, Chief Civil Deputy District Attorney, speaks:
What do you mean by maximize revenues?

Vice Chairman Gardner speaks:
I mean this is $400,000.

Mr. Ritchie speaks:
Yes.

Vice Chairman Gardner speaks:
Are we getting more than $400,000 from the opioid fund or is this what we're getting?

Mr. Ritchie speaks:
This is the available funds for this year.

Vice Chairman Gardner speaks:
For this year.

Mr. Ritchie speaks:
Next year there is a projection based on the existing Settlement Agreements. There's a stream of income for the next ten, 15 years depending.

Vice Chairman Gardner speaks:
And that was my next question is how many years? I know it was not one year or two years it was an extended period of time.

Mr. Ritchie speaks:
It’s multiple years.

Vice Chairman Gardner speaks:
Yeah.

Mr. Ritchie speaks:
Also, we are still in litigation and there are still…

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Vice Chairman Gardner speaks:
Other funds.

Mr. Ritchie speaks:
…other settlements that will be coming forward to the Board.

Vice Chairman Gardner speaks:
Okay.

Mr. Ritchie speaks:
However, I will say that probably the majority of the funds we've reached settlements already with the major manufacturers and distributors.

Vice Chairman Gardner speaks:
Okay. It's absolutely critical and it's great that we have these funds available for these organizations because quite frankly we just don't have that money available in our General Fund. And we need to have, these programs need to be in existence and for our community, so that's great. And I think I've asked this question before in previous years, but I can't remember what the answer was. are these funds not available for funding of programs in our China Springs/Aurora program here in Douglas County?

Ms. Adie speaks:
Yes, the funds could be used to support some programs out at China Spring. I have had discussions with their Director about different funding needs that they have, they have gone after the Resilient Nevada Funds. So there's two pots of money that have come from these types of litigation; there's the Resilient Nevada Funds and those funds are being held at the State, and people can apply to the State to receive those funds, those are the funds that China Spring has gotten so far. And there are One Nevada Funds, which are given directly to the counties for the counties to use to support programs that the counties have identified are needed within their community. We have used One Nevada dollars for several things, not just to fund our community providers. We have one employee, Sarah Johnson, she's here, she oversees the Opioid Settlement Funds. But we've also partnered with Juvenile Probation to purchase a body scanner that they needed for their detention facility. We've partnered with the Sheriff's Department to purchase their, I'm probably not going to get the name right, they're like fentanyl destroyer machines. So when you put the drugs in, they destroy them so that they can't harm people. So we have partnered within the County too to help buy supplies and equipment that people need to also help mitigate opioid use.

Vice Chairman Gardner speaks:
Right. And I realize China Spring and Aroya, what is it called, Aurora, just Aurora?

Ms. Adie speaks:
Aurora Pines.

Vice Chairman Gardner speaks:
Aurora Pines, okay. And I've been out there and it's a great program, and these kids, in a lot of cases, that's the reason that they're out there and have run into problems with the law is because of misuse or use of drugs, harmful drugs. So I'm wondering, and all 16 counties northern outside of Clark County send students or individuals to both of those facilities. So maybe that's something that the other counties, I guess I need to reach out to those other counties and see whether or not there's methods of them using those funds that can be directed back into that facility. So thank you, I wasn't sure whether they could or not, so you've answered that question, thank you. So great program and we appreciate you bringing this forward.

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Chairwoman Hales speaks:
I agree, this is really wonderful that we can provide these resources to our community and we have so many willing, excellent groups to be able to do that. I know that we want to hear from, we want all the groups to have an opportunity to say whatever, but maybe Public Comment is adequate. Did you give any thought to inviting the groups to say anything to us?

Ms. Adie speaks:
I am good with whatever direction that you feel appropriate. There are several of them that are here.

Chairwoman Hales speaks:
Yes.

Ms. Adie speaks:
And I'm sure they would like to have some input.

Chairwoman Hales speaks:
Do any of you need more than three minutes? Okay, then let's open this to Public Comment and we really would invite any of the representatives from these groups to come share thoughts. Yes, Daria, welcome. Oh wait, look at that skirt.

PUBLIC COMMENT

Daria Singer speaks:
Thank you. I'm the Executive Director of Partnership, Douglas County. And we did receive funds for the last year, so I wanted to provide you guys an update with what we did with our funds for the previous year. For our ACES program, which is the Adverse Childhood Experience Training, we reached 38 adults and that was primarily at our schools. So for the next year, we're looking at other community organizations we can provide that training to. For our Prevention Specialist, she started in November, but she was delivering several programs under this funding prior to being a full-time school district employee. We did two different programs; we did Catch My Breath, which is a vaping specific curriculum and we had 68 students from Douglas High and CVMS go through that program, or Carson Valley Middle School. We did Too Good for Drugs, which is our other evidence based curriculum that focuses on pro-social bonding, community outreach, education on harms of substances, mental health, mental wellness. And we reached 830 students from Douglas High, Carson Valley Middle School, and Pau-Wa-Lu. And then our third program we did is called Third Millennium, which is our intervention based program that we piloted at Juvenile Probation and also expanded to Aspire High School these last couple months. And we've reached 84 youth to date with that program, so we're really excited in the next year if we can continue these programs. We have plans to begin work at Whittell High School as well, so we can make sure we can include our Lake schools. And then Partnership Douglas County will continue to serve our middle schools. And on the comment about opioids, we do track all of that at Partnership, we do a lot of that research. And in Douglas County, we've had a 58 percent decrease in overdoses related to opioids. So it's a huge thing that we've seen, there's been a lot of naloxone going out, so we also think that's a huge component of it. And then when we look at our youth substance use trends, we are seeing our high school students are beginning to trend down. So from the ’21-’23 data, we are seeing a decrease in our high school students using substances, but our middle school students are going up. So that's why Partnership Douglas County has placed a large emphasis on serving our middle school students, so we can continue to work with them and serve. And at the next Board of Health meeting, I will be presenting on our Comprehensive Community Prevention Plan, which covers all of this data and more on a variety of different substances, but opioids as well. Thank you.

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Chairwoman Hales speaks:
Excellent. Thank you very much.

Vice Chairman Gardner speaks:
Can I address that real quickly?

Chairwoman Hales speaks:
We have…

Vice Chairman Gardner speaks:
I know we're in Public Comment, but Daria, I just wanted to say thank you for your efforts because… I know I'm interrupting Public Comment. Never mind, sorry.

Chairwoman Hales speaks:
There will be a space to do that.

Vice Chairman Gardner speaks:
There will be a time, okay.

Chairwoman Hales speaks:
Debbie Posnien, welcome.

Vice Chairman Gardner speaks:
Okay, sorry.

Debbie Posnien speaks:
Good morning and Merry Christmas. Thank you to the Chairman and County Commissioners for letting us be a part of this grant opportunity. We really appreciate any support that we get from the County because we do work in the county. So Michelle Simpson, who is our Coordinator for this grant, I asked her to make a little report of what we've done in 2025. I see those reports monthly, but when she put this report in front of me this morning, I was like, wow, wow, we want to pat ourselves on the back because we are really involved in the community. In the year 2025, we have supported education, outreach, connection to care activities throughout Douglas County. SPN completed more than 110 activities during the contract period through the Direct Services. SPN served 87 unduplicated individuals, primarily through the Maturing Men's group and Women to Women support groups. In addition to direct services, SPN reached approximately 1,500 community members through presentations, outreach events, and educational engagements. Also, SPN provided non-suicidal self-injury education and offered continuing education credits for community health workers and counselors. These efforts were centered on increasing awareness, reducing stigma, and connecting residents to behavioral health and opioid related resources. Overall, One Nevada Funding allowed SPN to be a consistent community presence in our neighborhoods. We talked a little bit about how we're tracking drug use and suicide, and I remember speaking to Jody and Sarah a year ago and said, does suicide prevention and this contract go hand in hand? We do believe it does, but how can we make that difference? And we have realized that in the work that we do in the jail every other week, we are finding that most of those inmates are there because of their drug use. We are there talking to them about their mental health because that's where it all begins. As you know, suicide prevention does direct services, we are not a crisis call center or a crisis walk in center, although we are able to work with those people that are struggling. And I can tell you 89 percent of those people that have either lost a loved one to suicide or themselves are struggling, it's because of their drug substance abuse, so it does go definitely hand in hand. We would not be able to do what we do without this One Nevada grant and I thank Michelle Simpson for her work. Makes me almost emotional,

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right? Because we are out there and we're out there in the streets, and we are making a difference. So again, thank you so very much.

Chairwoman Hales speaks:
Thank you very much for that report.

Jim Jackson speaks:
This program sounds like a very good program and I wish that my grandson lived here in Douglas County. He's back in Columbus, Ohio and he could benefit tremendously from this; it is a very high financial burden for the problems that he has and that my son is going through with his son. So I do think that this is a good program. The one thing that I think that the County could do and you Commissioners in particular, is when an expense like this comes up, the first thing that the people see is that you're spending a tremendous amount of money on something and where does that come from? They immediately think it's coming out of our tax funds and everything, so then there's criticisms on it, whether they think the program is good or bad. But the example here is that is offset by this lawsuit where you are now getting money that is replacing it. I think that needs to be made clear to the individuals in the county because it's not only on this program, but it is other programs that you also spend money on that you're being, you're recuperating that money from some other fund than just the General Fund and the taxes that we're paying here. And I think that creates a lot of problems when people, and like you said, people don't show up for your budget meetings. You know, a few of us do every once in a while, the diehards, but we can't spread the word to everybody. And I think that there's some mechanism that if that could be developed that says yes, we're spending this money, but here's where it's actually coming from, it would take some of the pressure off of you folks when you do have to increase our taxes for something that we may not want. But I think the program is a very good program and I wish it was, my grandson was out here to take advantage of it. Thank you.

Chairwoman Hales speaks:
Thank you, Mr. Jackson.

James McKalip speaks:
I was here at the meeting when we voted to, the Commission voted to get involved in this lawsuit. And I made Public Comment about an experience I had and I wanted to repeat it. I was in the hospital, I was first moved here and I had a gallbladder infection and I went to the hospital. And I was in the hospital and the only pain I had was a headache. I was given opioids, the headache got worse, probably because of the opioids, I was given more opioids. It came a point I didn't know where I was, I didn't know what was going on, I knew enough, luckily, to refuse treatment until my head cleared and they could actually make a reasonable decision on my care. How many times does somebody get a surgery and they're given enough oxycodone to last a year if they didn't abuse it? Then they keep it around the house and they don't use the services like the Sheriff's Department and other services where you can take drugs that you don't need. So a lot of households, there's literally oxycodone just sitting around the, in the medicine cabinet. The opioid crisis is one of the biggest problems we have in this country; if we could solve it, I think we'd get rid of at least half the homeless. It's a serious problem and I'm really proud of the efforts being made in Douglas County with the money from this lawsuit to battle it. I don't think you should ever stop, it's never going to not be important, it's a worldwide crisis and particularly, it's a crisis everywhere. It's not a crisis just for poor people or teenagers that are partying or whatever, it can be a crisis for somebody just getting out of the hospital after back surgery and not being able to stop using it. So I appreciate the effort for all of you and I appreciate the effort from the Board. Thank you.

Chairwoman Hales speaks:
Thank you, Mr. McKalip. Welcome.

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Coleen Lawrence speaks:
Hi, good morning, I'm the founder and owner of Moxy Up. So first of all, I just want to say thank you for the opportunity to speak in front of you, thank you for providing Moxy Up the opportunity to apply for the One Nevada grant. Since some of you may not have heard what Moxy Up, the Brainiac's program is, I wanted to give you just a quick, brief understanding. The Brainiac social skills group utilizes a blended, evidence based approach to reduce risk factors associated with substance use, including opioids. The program incorporates solution focused brief therapy to build strengths, goal directed decision making, and adaptive problem solving, theory of mind to improve perspective taking, empathy, and resistance to negative peer influence and affect recognition to strengthen emotional awareness and regulation. So it's the three pronged approach, which is all evidence based models. Together, these practices directly address key behavior drivers linked to opioid risk, impulsivity, emotional dysregulation, and peer vulnerability by providing protective skills early and supporting prevention before youth escalate to substance use or crisis and is provided by a clinical child psychologist. The behavioral health incubator is a new model, we're really excited about this, we're doing it in two different counties. It's a unique model aligned with Douglas County's strategic vision by strengthening workforce development, improving access to behavioral health professionals as part of a comprehensive opioid prevention strategy. The incubator provides a structured 1-2-3 approach. One, providing affordable clinical space for clinical behavioral health professionals. It's so affordable, it's free, to grow their individual practices locally. Two, offering access to ongoing clinical support through Nevada PAL's Child and Adolescent Psychiatry Program. If you don't know what Nevada PAL is, it's a pediatric access line through UNLV's Kirk Kerkorian School of Psychiatric Access, so it's getting direct competency training through our university system. And three, delivering training in a health care administrative support to promote sustainable, community based practice operations. By increasing local access to prevention, assessment, and early intervention services, the incubator helps reduce reliance on crisis care and support, long term reductions, and opioid related risk across Douglas County. We're hoping to grow behavioral health providers in an incubator setting where they get free space, free clinical training, and free healthcare administration programs.

Chairwoman Hales speaks:
Great. Thank you very much…

Ms. Lawrence speaks:
You're welcome.

Chairwoman Hales speaks:
…Ms. Lawrence. Any other Public Comment on this item? Seeing none, I'll close Public Comment. Before we have discussion, are there any disclosures on this item?

Commissioner Tolbert speaks:
I think you're directing that at me. Yes, I would like to disclose that I sit on the advisory board for Partnership Douglas County. So either I will abstain from this vote, or if we break that one out and vote separately, it's up to you, Madam Chair, but I can easily just abstain from the vote.

Chairwoman Hales speaks:
Thank you. I would like to break it out and have a motion separately for Partnership so you can vote on all the others. All right, is there any discussion? I know that Vice Chairman Gardner wanted to respond.

Vice Chairman Gardner speaks:
Well, not necessarily respond. I just wanted to highlight, really, two programs especially that are offered by Partnership Douglas County. Fortunately, I do a quarterly Town Hall meeting in Topaz Ranch Estates and one of the sessions we had, I believe just a few months ago, we had Ms. Singer come down and participate in that. She did naloxone material available to the community and training also, and also

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packets, it's called Deterra; not doterra, but Deterra, d-e-t-e-r-r-a. A company that is creating these packets that you can take old drugs, drugs that you're not using anymore and you put them in the package and you shake up the package, and it destroys the activity of that. And I think it's important for our community, hopefully there's a lot of people online also, to understand you can get these materials from Partnership Douglas County. So I just wanted to give you a shout out for that, thank you for that activity, important for our community. And we have those available and there's no charge for this, by the way, no charge whatsoever. So if you have drugs sitting around the house as Commissioner, I think Commissioner Tolbert indicated, or maybe it was Commissioner Rice indicated, we have drugs that are sitting around and not being used anymore, or maybe it was Mr. McKalip in his Public Comment mentioned it, I think so. If you have drugs sitting around the house, this is the method of getting rid of them, making them inactive and so that's very important. So anyways, thank you very much for that activity.

Chairwoman Hales speaks:
I think the Sheriff also does a drug, he'll take whatever drugs are unused. And yeah, Ms. Adie.

Ms. Adie speaks:
Yeah, he has a box set up at the Sheriff's Department; so anytime anybody could go and dispose of their medications. And then Partnership Douglas County does do some drug roundups, I think twice a year and so they'll host bigger events. But there is a box always available at the Sheriff's Department.

Chairwoman Hales speaks:
Very good, thank you.

Commissioner Rice speaks:
And that's one of the things I wanted to point out. For those that live at the Lake, just go into the front door of the Sheriff's Office there at the Lake and here's this nice big box sitting there saying, feed me. And trust me, I don't want to go into what my medical condition has been recently, but I've got all kinds of stuff that I'm getting rid of and I'm thankful that they're there. Thank you.

Commissioner Tolbert speaks:
And I believe we highlighted this morning at the Kiwanis meeting, 940 pounds, 941 pounds of medication destroyed in the two take back, if that didn't get on to the record.

Chairwoman Hales speaks:
Thank you for pointing that out. I would like to mention that the agenda items are called titles, the write up on the agenda and this one does note that all of this funding comes from previously received Opioid Settlement Funds. So it is in the agenda and I do appreciate the reminder to point out that this is not General Fund money, so thank you for that, Mr. Jackson. Are there other comments? Vice Chairman Gardner.

Vice Chairman Gardner speaks:
I'm going to try to split this out then, as requested. I move for the approval of a grant payment from Douglas County to Partnership Douglas County to provide services related to opioid prevention, treatment, recovery using previously received Opioid Settlement Funds as presented.

Commissioner Rice speaks:
I'll second.

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Chairwoman Hales speaks:
It's been moved by Vice Chairman Gardner, seconded by Commissioner Rice that we approve the amount noted for Partnership Douglas County. All in favor? Opposed? Abstaining, all right. I don't know. So we have four in favor and one abstention.

MOTION TO: Approve a grant payment from Douglas County to Partnership Douglas County to provide services related to opioid prevention, treatment, and recovery using previously received Opioid Settlement Funds; carried.

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

Chairwoman Hales speaks:
Vice Chairman Gardner.

Vice Chairman Gardner speaks:
Okay, now I'll do the rest of them. Okay, I move for the approval of grant payments from Dougals County to the Family Support Council, Carson Valley Health, Moxy Up, Carson City Community Counseling Center and the Suicide Prevention Network to provide service related to opioid prevention, treatment, recovery, using previously received Opioid Settlement Funds and to authorize the Community Services Director to sign the grant funding agreements for each of those individual organizations as presented.

Commissioner Tolbert speaks:
I will second.

Chairwoman Hales speaks:
It's been moved by Vice Chairman Gardner, seconded by Commissioner Tolbert that we approve the other agencies listed. All in favor? Any opposed? It carries unanimously.

MOTION TO: Approve grant payments to the Family Support Council, Partnership Douglas County, Carson Valley Health, Moxy Up, Carson City Community Counseling Center and the Suicide Prevention Network to provide services related to opioid prevention, treatment, and recovery, and authorize the Community Services Director to sign the grant funding agreements for each individual organization; carried.

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

Chairwoman Hales speaks:
Thank you, Ms. Adie and heartfelt thanks to all of you who are doing the important work. Thank you very much.

Applause was heard.

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Chairwoman Hales speaks:
We will take a five minute break and then I expect we'll take Agenda Items 10 and 11 before we have lunch, and then we'll break for lunch before Agenda Item 11.2. Okay, back at 11:20 AM.

A break was held.

Chairwoman Hales speaks:
We will start with Agenda Item 10.

HUMAN RESOURCES

10. For possible action. Discussion to adopt revisions to Douglas County Administrative Policy and Procedures 200.27 - *Outside Work/Employment*. (Christine Vido, Human Resources Director)

Chairwoman Hales read the agenda item into the record.

Christine Vido, Human Resources Director, speaks:
Thank you, Madam Chair, Members of the Commission. I apologize, I'm a little under the weather today. The proposed revisions to the Outside Employment Policy update and clarify the County's expectations by expanding the definition of outside work to include traditional employment, as well as services performed through the employee's own business or self-employment arrangement. The updates clarify documentation and approval requirements, reinforce the responsibility of appointing authorities to review requests for operational impacts, and potential conflicts of interest, and establish clear evaluation criteria such as vendor relationships, employee performance and attendance history, and any real or perceived ethical concerns. The revisions also reaffirm prohibitions on the use of County time, resources, equipment, or confidential information for outside work and establish expectations for ongoing review of previously approved arrangements. These changes strengthen transparency, protect our organizational integrity, and align with the ethical standards and conflict of interest requirements set forth in Nevada Ethics Law NRS 281A. And that is all I have, if you have any questions.

Chairwoman Hales speaks:
Thank you. I read through the changes and I think they're very good. Do we have any Board questions? Vice Chairman Gardner.

Vice Chairman Gardner speaks:
Great and it's good that we're updating this. Are you actually distributing this policy to all employees so that they are getting it in their, so they know what it is? Sometimes we publish things, but we don't necessarily communicate to our employees.

Ms. Vido speaks:
Thank you for the question, Vice Chairman Gardner. You bring up a very good point and I made the same acknowledgment to my staff. And yes, I do plan on sending out a communication notifying employees of this changed policy.

Chairwoman Hales speaks:
Any other questions?

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Commissioner Tolbert speaks:
I don't have a question, I just wanted to state that this is something that in the past I considered taking on a position and maintaining my job at the same time and this is very clear, very easy to understand because that was part of the conflict back in the day. So yeah, I appreciate you guys doing this and I like it, it's very clean, very clear, very easy to understand. So thank you.

Chairwoman Hales speaks:
Is there any Public Comment on this matter?

PUBLIC COMMENT- none

Chairwoman Hales speaks:
Seeing none, I will look to the Board for a motion. Commissioner Tolbert.

Commissioner Tolbert speaks:
Madam Chair, I recommend that we adopt revisions to Douglas County Administrative Policy and Procedures 200.27 Outside Work/Employment as presented.

Commissioner Rice speaks:
I'll second.

Chairwoman Hales speaks:
Seconded by Commissioner Rice that we approve these changes. All in favor? Any opposed? It carries unanimously. Thank you very much.

MOTION TO: Adopt revisions to the Douglas County Administrative Policy and Procedures 200.27 - Outside Work/Employment; carried.

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

COMMUNITY DEVELOPMENT

11.1 For possible action. Discussion on the adoption of Ordinance 2025- 1656, revising Title 20 of the Douglas County Code, by repealing and replacing: (1) Chapter 20.800; (2) Appendix B - Uniform Code Revisions; (3) Appendix B1 – East Fork Fire Protection District Amendments to the International Fire Code (IFC) and International Wildland Urban Interface Code (WUI) Codes; and (4) Appendix B2 – Tahoe Douglas Fire Protection District Amendments to the IFC and WUI Codes. Second Reading. (Tim Davis, Building Official)

Chairwoman Hales read the agenda item into the record.

Tom Dallaire, Community Development Director, speaks:
Thank you, Chairwoman Hales. Jeremy is our plan reviewer. He's our one in-house plan reviewer. We have Tim, also our Building Official. He's does plan reviews as well. And then of course our Inspectors. But these amendments are about a code update and change and I will turn it over to Tim. He's got a PowerPoint that we'll be going through and please ask questions as we go along.

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Tim Davis, Building Official, speaks:
Thank you for the opportunity. We prepared a slide presentation for you today to kind of list the codes that we would like you to adopt; the amendments, the B1, B2, and Appendix B, 20.800 Douglas County Code. So we're going to present this slide to you and I will introduce Jeremy when it comes his turn to talk about some major changes to the codes. So to kind of start the whole process off, this began in February of 2025. The International Code Council started releasing the 2024 Code books. And they didn't all come out at once so this entire process has been ongoing for the better part of this year. The last book was released, I believe, in September. And so, Steering Committee and Subcommittees have been meeting on and off for the previous, like I said, 2025 season. This slide here represents the International Codes that we're asking you to adopt. As you can see, there's quite a few of them. I won't go through each and every one. I will highlight the fact that the ones listed in red are new. These are new codes. The International Code Council elected to pull the swimming pool and spa code out of the residential and building codes and give it its own code book and so now we get to purchase that book as well and enforce it from there. And the additional one on the bottom is the 2017 standards for Accessible and Usable Buildings and Facilities so this helps us navigate our ADA challenges. And so we'll be asking you to adopt those codes today. This is going to be a little bit of an overview of how we got here and how we came to put these amendments together for you.

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

- Overview
  - International Codes Council (ICC) updates codes every 3 years, however, all Northern Nevada jurisdictions adopt new codes every 6 years.
  - This is done for a multiple reasons;
    - Consistency for our developers, design professionals, and contractors who conduct construction activities in multiple jurisdictions.
    - The cost to our constituents having to replace upwards of 13 different code books every three years is not a cost benefit.
    - Materials may change from cycle to cycle and purchased inventory maybe lost.
    - Critical life and fire safety codes can be adopted by ordinance at the local level as needed.
- Northern Nevada Amendments and Appendix B-B1-B2
  - ALL Northern Nevada participating jurisdictions gather to establish a Steering Committee and Sub-committees to review new codes for possible amending.
  - Sub-committees consist of inspectors, plan examiners, trade professionals, designers and engineers. Steering committees consist of all Building Officials and City Managers.
  - Sub-committees make recommended changes to the new codes and present for review and approval to the Steering Committee. All approved items become the Northern Nevada Amendments.
  - Douglas County Building will further review both National codes and Northern Nevada Amendments and may further recommend amending to meet jurisdictional needs. These are presented as Appendix B.
  - Appendix B1 and B2 are presented as amendments to International Fire Code and International Wildland Urban Interface Code by both East Fork Fire District and Tahoe Douglas Fire District as directed by the State Fire Marshall.

Mr. Davis speaks:
I'm going to introduce you to Jeremy Davidson. He's our Plans Examiner, he’s pivotal part in this whole program and he's going to outline some of the major changes.

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Jeremy Davidson, Building Plans Examiner, speaks:
I'm just going to kind of give you guys brief points of the overview. I'm not going to go into like every code, every section of each book.

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

- Key Items within 2024 Updates
  - Strengthened life safety and fire protection.
    - Carbon monoxide require in many occupancies. Fire safety for energy storage systems in residential garages.
  - Improved accessibility compliance.
    - Increased the requirement for automatic/power- operated doors. Turn radius in restrooms increased from 60" to 66" to accommodate electrical wheelchairs.
  - Expanded energy efficiency & electrification pathways.
    - 7% energy savings in residential buildings, 10% in commercial buildings.
  - Clearer administrative and enforcement language.
    - Better defines authority to require third-party testing and inspections, refines provisions governing alternative materials and method promoting innovation while preserving safety.

Mr. Davidson speaks:
We're going to start with the first code book is the IBC. That's the International Building Code book. And that primarily focuses on commercial aspects of code and these are just some of the bullet points that have changed.

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

- 2024 IBC: Major Changes
  - Adult changing stations (IBC section 1210.2.3)
  - Baby changing tables. (N.N. amendment IBC section 1210.4)
  - Ground Snow loads (N.N. amendment IBC section 1608.2)
    - New table 1608.2.1
  - Rockery retaining walls (N.N. amendment IBC section 1807.2.1.1)
    - 2-foot-tall walls need to be engineered.
    - 3-foot-tall walls need special inspections.
    - No wall shall exceed 6 feet in height.

Mr. Davidson speaks:
And the IRC, the couple major changes that we saw in there was this ground snow load table that that's kind of expanded greatly in its appearance. And what had happened is, they kind of took the risk categories and expanded on that. So, before it was like every project kind of had the same kind of risk factor in a sense. Now they've kind of like broken it down. So a Risk I is kind of like your agricultural buildings, sheds, and stuff like that that have less risk for public endangerment. And then II is like your residential projects. And then up above is commercial and projects where there would be a greater risk of more people getting hurt if a building had a failure. And then the next item is the Appendix BB, and it's covering tiny houses. And the reason why I kind of just want to point this out is it was in the code before, it was Appendix Q, it's now moved to Appendix BB, but with the State pushing for a lot more encouragement in tiny homes being allowed within the states they've expanded kind of some of the definitions and terms and abilities to perform these tiny homes. So I just wanted to point that out there. We're going to see a lot of the changes in the International Energy Code, the IECC, commercial provision.

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

- 2024 IECC: Major Changes
  - Commercial Provisions
    - Air Curtain (N.N. amendment IECC section C402.6.8)

Mr. Davidson speaks:
These are those fans that when you go through a door blow on you as you walk in and out of a building. I just kind of want to give you guys a general description of what that is. That's going to be a new requirement.

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

  - Residential Provisions
    - Building Thermal Envelopes (2024 IECC section R402)
      - Changing from a climate zone 5B to 4B.
        - Some Factors have gone up while others have gone. On the next slide I have highlighted the factors that have changed.

Mr. Davidson speaks:
And this is beneficial to the County because in the new table the requirements in a 5B are extremely greater. So with us going with the 4B, it kind of keeps it almost similar to the climate requirements that we have currently. Here's a table of that chart that's changed. I've highlighted the areas that have changed. The one change that we're going to see and this chart is specifically used for a prescriptive basis. So if you aren't using a simulated, they call it a simulated performance report where you can do tradeoffs to increase your performance of your energy in one section of the house versus another. So, this chart just represents if you're not going to use any of the tradeoffs or do a simulated performance, these would be the values you have. So I know that the major change is going to be in the walls with 30 but there is alternative tradeoffs in ways that you can decrease that back down, possibly with tradeoffs in other areas of your home.

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

- 2023 NEC: Major Changes
  - Island and Peninsular Countertops and Work Surfaces (NEC section 210.52)
    - The placement of a required receptacle on kitchen islands and peninsulas is now optional, but provisions must be made for future installation.
      - If a receptacle is installed, it must be on or in the countertop surface, not below the edge.

To review Mr. Davis and Mr. Davidson's full presentation please see the Supplemental Meeting Materials.

Chairwoman Hales speaks:
Thank you for that. Are there questions from the Board? Go ahead, Commissioner Rice.

Commissioner Rice speaks:
Mr. Dallaire, I know that you were around when we went through this six years ago, and we had people who were halfway through building their brand new house and everything changed; now you have to sprinkle, now you had to do all sorts of things which added, you know, $20-30,000 to the price of building the home that was already halfway done. Are we going to be in that conundrum again with this? It appears

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to me like there has been some voice of reason in that things have been eased just a tad. I know that for ADA things have increased, which is, having an ADA grandchild, I can understand that, but we're not going to get into the same situation that we were in six years ago when things changed so drastically that people were going bankrupt.

Mr. Davis speaks:
Commissioner Rice, thanks for the question. Yeah, you could imagine it would be really difficult for them to go January 4th to January 5th from the 2018 codes to the 2024 code immediately. It's really difficult. We have a couple ways to navigate that. Right now, currently you can apply for an application and defer your submittal which would be a placeholder for you. So once your documents were then uploaded into the system, it would be routed for review under the current code. As you can imagine, homeowners, design professionals in the middle of a project spend a lot of money on document preparation and it's really difficult to ask them to go back to a design professional and redraw it in a new code. And so, we do have some provisions. We're going to have to grandfather some projects in and we do that every code cycle change and we intend to do that with this one as well.

Commissioner Rice speaks:
Thank you for that.

Mr. Dallaire speaks:
I'd just like to add a couple of things. In this code update that ICC has done, there's quite a few changes when you look at the table for that snow load. We went from a 30-pound snow load to a 43 for a residential home. It's an ultimate load snow. There's a lot more factors. We have thermal factors, exposure factors, slope factors. There's what kind of insulation are you using? Is the attic vented or not vented? Plus all the WUI requirements that we have, it determines what kinds of vents you're going to use and if your house is actually vented. And now they have that spray foam option where you can insulate the entire outside perimeter of the home, and those are performing better than the homes historically. So realistically, you're not going to get the heat and thermal transfers through the roof so the snow is going to stick on there for a longer period of time, which increases the snow load on the home. And so, there's a lot of factors involved in the new calculations and ASCE 7-17. So it was developed in 2017 and that is now updated to a 2022 version that was developed. And the calculations for the snow loads have changed. The winds are changing. Chapter five, which is part of the flood proofing requirements, has changed substantially. And the federal government just issued, not the federal government, but the ASCE organization just issued a supplemental to that Chapter five within, I think it was like in September also and the flood proofing requirements on there now is developing loads for water on homes if it is built in the floodplain up to a thousand, not on homes, but on buildings and structures in your categories one, two, three, and four that you saw earlier on that snow load table, but up to a thousand year flood. And we don't have maps for those kinds of floodplains, so there's calculations involved on calculating how deep that water is going to be and how deep your flood proofing is. So, the backbone of the code has changed substantially too in the way they calculate these things. So that's a huge modification for these engineers and changing those applications that are coming in. We're trying to give them time to adjust to that. We've put notice back in July on the website stating that we were planning on doing this in January. Northern Nevada is going to it in January. Reno, Sparks, Washoe, Carson City, and Fernley, Fallon, so Churchill County and Douglas County all were going at it at the same time. And I think even Elko is now on this list as well. And so we're trying to just follow the pattern in Northern Nevada so that it makes it consistent across all jurisdictions.

Commissioner Rice speaks:
Thank you.

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Chairwoman Hales speaks:
Commissioner Tarkanian, do you have questions or comments?

Commissioner Tarkanian speaks:
I do not.

Chairwoman Hales speaks:
Okay. Thank you. Commissioner Tolbert.

Commissioner Tolbert speaks:
So I have a couple. I guess one of them was with the snow loads. Is the Valley going to change in that I know when we get up to the higher elevations the snow loads are required to be factored with the snow load at the roof, which really greatly affects our seismic. So is that staying the way it is now as in we won't have to apply that snow load on the roof in the Valley and only when we get up in elevation because that's a considerable cost potential in the design of a structure. Has that been considered as part of this cost/benefit of the adoption of this code? And then my second one is the retaining walls requiring design at two feet could be a considerable cost of design adding on to the cost of these walls, which are super expensive anyway. But we have Canyon Creek and Eagle Ridge that basically only allow rockery walls in their areas. So, there's going to be a big impact on those areas specifically. So having a design at two feet, I mean, I recognize the need, but I also am wondering if that kind of estimate has been done in order to adopt that provision.

Mr. Dallaire speaks:
Yeah, I actually served on the Structural Subcommittee for the Northern Nevada Amendments with a lot of the other… we had structural engineers on that panel. And a lot of communities, actually across Northern Nevada, Washoe County, Sparks, and Reno have a lot of tall, really tall rockery walls. The tallest one I know of is out, in Douglas County, is the one out here in Genoa. I think that was a Brandon Hill project where they have like a seven or eight foot tall rockery wall that was put in. The ground there was quite a bit different than what they have in Reno and it wasn't put up against a hill. But Reno, Sparks, Washoe have had a significant problem with these walls failing and we had a lot of conversations about the costs associated with this, and it's just the rockery wall. So, if you put a concrete wall in, it's still a four-foot requirement for you to go engineering above that. But for a rockery wall, it's going to require somebody that knows what they're doing in order to design it. Keystone is four foot or higher. It's normally like a concrete wall because it's got actually some reinforcing on it, whereas rockery walls usually don't. There are some that do. But, you know, it depends on the design and what it's actually holding up.

And then as far as the snow loads go, we reverse engineered all of those snow loads in the subcommittee. We had some structural engineers that had a spreadsheet that they had developed for those calculations. I tried to recreate it and had some difficult time trying to figure out these thermal loads, this thermal factor and I need to review that a little more. I'm not sure. I think the seismic revisions, the requirements have changed as well for that. So, I'm not sure what the magic number is now as far as the snow load requirement, when you need to actually use your portion of your snow load in the seismic calculation which is what we were running into before. Have you guys heard one way or the other? Yeah, I haven't heard yet on where that magic number is. Right now we have a minimum. There's a footnote in that table that shows a minimum of 29 pounds per square foot is being used for Douglas County now.

Chairwoman Hales speaks:
Thank you. I'll jump in. I have a couple questions and a comment. I'll start with the comment. Changing the bathroom size. I have a little experience with that because I have a sister four years younger who's been in a chair for 40 years and over the course, you know, there have been times when I've had to stand outside a public restroom and not let anyone in because she could use a restroom, but no stall door would

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close while she was in there. There have been other times when she just, there are public restrooms she can't use. More than once she's gotten stuck because she thinks she can use a restroom. But then when her wheelchair is in there, it gets wedged and she can't get out. So I'm really appreciative of expanding from 60 to 66. So, to all the folks who worked on that, I think that's great. Perhaps incongruously or contradicting that thought, I'm wondering about adult changing tables. I don't know how frequently they would be used. And as I think about it, it seems like it could be expensive and would require a lot of space. Expensive because it would require some space. And I wondered if maybe I'm missing anything on that.

Mr. Davis speaks:
Madam Chair, thank you for the question. I think what the intent is it's only going to be in special uses that require different types of restroom facilities.

Chairwoman Hales speaks:
Like medical facilities, buildings and whatnot.

Mr. Davis speaks:
Correct. It's not in all building uses.

Chairwoman Hales speaks:
Okay. That's good. My second question is broader and more concerning. And I'm happy with these changes. I appreciate you explaining the process and I appreciate the process. My big concern is with the maps and the designation of the maps, because I've received a lot of comment from the public that the maps that are being used, not embedded into the changes, but linked through the changes are not accurate of the fire risk specifically in Douglas County and that causes two big concerns. One is that building will take a lot more money and the other is that fire insurance will cost more or in some cases might not even be available if the risks are increased through the maps. And I know you guys don't do the maps, so I don't even know if you want to address my concerns, but I'll give you the opportunity to address those concerns.

Mr. Davidson speaks:
So yeah, you're referencing the WUI fire maps is what I think you're referencing. When you say maps, you're… the wildland.

Chairwoman Hales speaks:
Well, I don't know if they're WUI, but I think they're the maps that the Fire Department, the Fire Board approved.

Mr. Davidson speaks:
Yeah. And so in general, I just want to say the Fire District adopts and controls the Fire code. Us, as the Building division, we don't really come up with the approval or the regulations when it comes to fire of that nature. They're their own entity and they're the ones that enforce it, and they're here in presence, in attendance and they could probably speak on it a little bit better of how they came up with it. But my understanding is they use a third-party mapping system that has determined these risk categories, their classifications. So they're the ones that use the third-party map to come up with that classification. But the Fire Departments are the ones that have the ultimate control on adopting and enforcing the Fire code to that degree. And Tim can expand possibly.

Mr. Davis speaks:
Yeah. If I may? We do have an MOU with the Fire District to do their plan review for the WUI review. It is up to the Fire Districts, however, to assign the risk category and that's in an agreement. And I will

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say that, you know, it's a third-party map that is really out of the control of East Fork Fire District and Tahoe Douglas Fire District. I believe it's issued by the Bureau of Agriculture.

Mr. Davidson speaks:
Division of Natural Resources.

Mr. Davis speaks:
Okay. Well, our fire prevention team is here, if they'd like to speak to it further, we'd love to welcome them up to the microphone and they can tell you how that map is generated. But once they designate that, IR1, IR2, or IR3 condition, then it's up to us to review in accordance to that. The map is, you know, it's obviously just changed and it's being challenged and that's fine. You know, we got to have transparency here and I believe that's what we're looking for. And so, I would invite them up if they'd like to, but that's a map that they adopt in their regulation.

Chairwoman Hales speaks:
Thank you for that explanation and I really do appreciate all your work on this. It's good work. Are there any other questions? Vice Chairman Gardner.

Vice Chairman Gardner speaks:
Thank you. I don't want my comments to be taken as shooting the messenger; I hope that's clear up front. Okay. I'm always looking at and try to anticipate, which is extremely difficult. I'm not a professional in this area, but the unintended consequences that occur every time we do a change in this. Has there been any cost analysis of what these changes will do on a cost per square foot increase? I would imagine that it's going to be an increase in building. Has there been a cost analysis done on that?

Mr. Davis speaks:
Thank you for the question, Vice Chairman Gardner. There's a national average that is posted that you can research. It's generally a one to two percent increase in overall cost to construction whether you use IR1 or IR2. So if you do the math on a 500,000 square foot cost to build, you're adding either $5,000 to $10,000 in additional construction costs. Now, there's so many variables that you can get into that would, you know, impact that cost or that number. But the number one thing that I think you also have to consider is if you put those kind of components into your home, that homeowner is going to be able to reap the benefits of potentially less payment on their fire insurance because their house is built better to withstand a fire in case they have to fight a fire.

Vice Chairman Gardner speaks:
Sure. I appreciate that but every time we do this, we have constant pressure, this Board has constant pressure from the public in regards to affordability of housing and of course a builder that does that doesn't absorb those costs, they pass them along to the home buyer, you know. So my concerns are it's putting houses, again, every time we do this, we're adding regulations that put houses out of capacity of our residents to purchase houses. And so that's certainly a huge concern of mine. And previously when, four or five years ago, when I talked to Chief Carlini at the time about the WUI, it was my understanding that we are not required to adopt all of the WUI standards; we can cherry pick what we want to as a County. Now, I understand that you're not responsible for that, the East Fork Fire is. But when you have a map that includes basically the Ranchos, that concerns me. And I haven't seen really any maps yet. And so, I'd like to see the maps before we go forward with this. Has anybody else seen maps? Maybe I'm missing something. They're linked. Why can't they be part of it?

Mr. Dallaire speaks:
The map is a GIS viewer, Vice Chairman Gardner.

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Vice Chairman Gardner speaks:
Okay. And so I question whether or not we really want to take, you know, adopt this until we are able to communicate with East Fork Fire and whether or not those maps are appropriate for our community. So anyways.

Commissioner Tarkanian speaks:
Chairwoman Hales, may I chime in for one second?

Chairwoman Hales speaks:
Commissioner Tarkanian.

Commissioner Tarkanian speaks:
One of the few times, no, I'm just joking, we do all the time, but I agree completely with Vice Chairman Gardner on this. There are a lot of really well-intended regulations that have unintended consequences that affect the affordability of homes for people who can't afford them. And I think this needs to be looked at very closely.

Chairwoman Hales speaks:
Thank you. If there are no more questions for this team, I will invite the Fire Department representatives to address our concerns. Okay. You folks from the Fire Department, would you like to address these concerns? Ms. Ray.

Amy Ray, East Fork Fire Protection District Fire Marshal and Deputy Fire Chief, speaks:
Good morning. Thank you for the opportunity. One of the things to first understand is that the Wildland Urban Interface Code is adopted by the State Fire Marshal's Office under NAC 477 as part of State law. So we are also required to adopt and enforce that document because we have an interlocal agreement to act on their behalf. What goes into that is that there's a provision in the Wildland Urban Interface Code where you look at property ratings based on moderate, high, and extra high. The requirement is that there has to be a third-party map that is accessible to the public, that shows what those determinations are. So we have chosen the Department of Natural Resources, their map, as our third-party map that is viewable by any member of the public. And that determines what the risk is for that property. We do have alternatives. If someone wishes to challenge the risk that is stated on the map, we do have that ability for them to do that, and in some cases it will relieve the risk from a moderate to a low. Not in all cases, but there is that opportunity should someone request it. But we do not have a choice in adoption of the maps, and we do not determine what the maps say or how they were made.

Chairwoman Hales speaks:
I have a number of questions. You said moderate, high, and extra high. Are there no low risk areas on the maps?

Ms. Ray speaks:
There are low risk areas on the maps, but low risk areas are not addressed in the Wildland Urban Interface Code for provisions under defensible space and methods of construction.

Chairwoman Hales speaks:
In other words, the WUI says there are… But our whole county is not in WUI, is it?

Ms. Ray speaks:
Yes, it is.

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Chairwoman Hales speaks:
So are you saying that there is no place in our county that has low risk for fire?

Ms. Ray speaks:
There are areas that do have low risk and the map does state that, but there is no requirements in the Wildland Urban Interface Code for a property that is deemed low. They don't have provisions, they don't have requirements, and they would not have to be built under any provisions for a low risk area.

Chairwoman Hales speaks:
I guess my next question is, did I understand you to say you have no choice but to adopt these particular maps?

Ms. Ray speaks:
We have to adopt a third-party map that is available to the public for public viewing. And because it's a third-party map that was developed by the outside of us and is posted on the Natural Resources website, that's the map that we've chosen to use. We have used this map successfully for several years. However, the map has changed and been updated, which at one point in time the development community, the regulations and the determination of the map was challenged as being inaccurate. And now that the maps have changed and been updated to 2024, we are again being challenged as to the accuracy. However, we have no…. We didn't develop the maps and we had no participation in how they were developed.

Chairwoman Hales speaks:
So there are other maps you could have chosen to use.

Ms. Ray speaks:
I'm not aware of any, no. These maps are developed across the United States by the USDA.

Chairwoman Hales speaks:
But theoretically you can use any third-party map, you could hire someone to do a third-party map.

Ms. Ray speaks:
We can hire someone to do analysis of the entire county, should we choose to, yes.

Chairwoman Hales speaks:
Okay, thanks. Are there other questions?

Vice Chairman Gardner speaks:
Yes.

Commissioner Tarkanian speaks:
I have a question.

Chairwoman Hales speaks:
Yes, Commissioner Tarkanian.

Commissioner Tarkanian speaks:
Let me see if I understand this correctly. We have this international group that's going to make a determination for the county of which areas are low risk, high risk, and medium risk and we should adopt that instead of analyzing it ourselves for the people that work and live in this community?

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Ms. Ray speaks:
That's the map that we have chosen to adopt.

Commissioner Tarkanian speaks:
Well, I understand you're using the word chosen. that's the word I'm trying to get. I think Chairwoman Hales asked, is it what we have to adopt? And if it's not what we have to adopt, why have you guys chosen to adopt it instead of doing something through people that live here and understand the community better than some national organization?

Ms. Ray speaks:
Because a national organization is a third party that's made up of people that are foresters and those that specifically work in these areas and do this for a living. As you can see, as the map is up, it's across the United States. It's not just specific to Nevada or Douglas County.

Chairwoman Hales speaks:
I think that's the problem.

Commissioner Tarkanian speaks:
Yeah, exactly.

Chairwoman Hales speaks:
This is a national group that is building our local map. Go ahead, Commissioner Tarkanian.

Commissioner Tarkanian speaks:
No, I was gonna say that's exactly the point. You take over because you're in person. But that's exactly what I'm thinking.

Vice Chairman Gardner speaks:
And I have the same concerns. Do we actually have boots on the ground taking a look at these things? Or are we doing just a 30,000-foot level identification of the maps? Because I would imagine… And my concerns are if it's designated as a high risk where it's really not a high risk, if you have boots on the ground and taking a look at it, then insurance companies are going to look at that and base their insurance based on that risk. And it's going to be, once again, we're contributing to the unaffordability of homes in our community where it's really not necessarily required. So that's my concerns with these maps.

Commissioner Tarkanian speaks:
And Vice Chairman Gardner and I have residents that are in the more lower income communities, that this would be a big concern to both of our communities. Mine in the Ranchos.

Chairwoman Hales speaks:
Are there any other questions for Ms. Ray? Okay. Thank you very much.

Commissioner Tolbert speaks:
Actually, I did have one. We keep saying that this could affect fire insurance or the ability to… Do you know how the insurance companies look at, do they look at these fire severity maps or I guess… So that's kind of the question. Is that a valid statement to say if we're using this and it's inaccurate, we could be putting somebody at risk of higher fees for their insurance or not being able to get that. Is that fair to say because of the maps?

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Ms. Ray speaks:
Not to my knowledge, no. One of the things we did several years ago when we did the amendments and the adoption of the Wildland Urban Interface Code, is we met with several insurance agencies and tried to see what we could do to help our residents. Would a sprinkler system make a difference? Would home hardening make a difference? Is there anything that would make a difference? And right now, insurance companies are not recognizing things based on that. However, one of the things that we are looking at happening and is happening in neighboring states is that areas that are deemed under different maps as to be in a certain area and building to that type of construction required in that area, insurance companies are going to come looking for that if they are building to that standard, based on the risk that has been determined and whether it's by this map or it's a map that the insurance companies choose to use, that's going to be up to them.

Chairwoman Hales speaks:
I'm confused by that answer. Was that a yes or a no?

Ms. Ray speaks:
I can't answer that question.

Chairwoman Hales speaks:
Okay.

Ms. Ray speaks:
I can't speak for the insurance industry, I'm sorry.

Chairwoman Hales speaks:
Okay. Thank you.

Commissioner Tolbert speaks:
So I guess I'll just try to make sure we get everybody understanding. So then the alternate to this… I have mine pulled up on Arrowhead Drive in the Ranchos if we want to stick that on there. And it shows this is in the middle of the old Ranchos. Right? Original section down there by Muir, by the elementary school. And it shows that it's a moderate severity there. So moderate severity, if you can't make the clear space, it would be an IR2 classification, which would be e-venting and hardened of the siding. So a house, and those are, you might correct me if I'm wrong, Christian, but it's you're looking at $5,000 to $10,000 or more in cost of going to the cement fiber siding in order to harden that exterior. And in the old Ranchos which could be right next to a house that's T1-11, which is very flammable. So, I guess then we go in and do the Appendix C, which we might be able to get it down. So if this map is, say, not accurate and we're still paying an extra $400 to get that reviewed, and I understand he goes out and verify it, so now it gets back down to the lower classification, that wouldn't apply to the rest of the neighborhood, right? So every time somebody would have to come in and have to do this on their own, is that correct? Or is there any way to modify and make this thing live and become intelligent or something like that where these neighborhoods could be slowly conformed, kind of like the flood map is? You know, if somebody comes in and they make a change and say, oh, they adjust it. So are there any ideas, thoughts, or future into that direction maybe?

Ms. Ray speaks:
One of the things that needs to happen is when we have new subdivisions come in, we need to evaluate those based on the Wildland Urban Interface Code. And if there are methods that we can take based on vegetation management plans and hardening and things like that, so that we could reduce the risk that goes in there. However, since the Wildland Urban Interface Code wasn't adopted many years ago, we haven't been able to capture some of those old subdivisions. However, where there are areas that are

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considered subdivisions which have municipal water and smaller lots and difficulties with defensible space, we will do the Appendix C evaluations to see if we can't assist residents or designers with that application to see if it won't give some relief.

Chairwoman Hales speaks:
I know that the County gets FEMA maps, but then we can ask for modifications and we can hire experts to get certain areas changed under the FEMA maps. Has the Fire Department considered doing that?

Ms. Ray speaks:
One of the things that happened when Chief Ernst got here was he went to the Division of Forestry and visited with them about updating the maps because the maps were greater than ten years old. One of the things they said was we have no control over that. And then all of a sudden we are here on a Thursday and we are using one set of maps and we come back on a Friday and they've got a new set of maps up and we have no access to the previous maps. So that's kind of where we're at.

Chairwoman Hales speaks:
So you haven't considered hiring experts to work with these folks to make modifications to their maps?

Ms. Ray speaks:
We have not hired anyone to do their own independent evaluation based on Wildland Urban Interface Code features for our district, no.

Chairwoman Hales speaks:
Okay. Any other questions? Commissioner Rice.

Commissioner Rice speaks:
Is there anyone here from Tahoe Douglas?

Chairwoman Hales speaks:
Thank you, Ms. Ray.

Ms. Ray speaks:
Thank you.

Bryce Cranch, Tahoe Douglas Fire Protection District Fire Marshal, introduced himself.

Commissioner Rice speaks:
Hi.

Mr. Cranch speaks:
Hello Commissioner.

Commissioner Rice speaks:
I'm not throwing rocks at you. Honest.

Mr. Cranch speaks:
Yes, sir.

Commissioner Rice speaks:
The reason I wanted you up here is because Tahoe Douglas has a program for reducing fire danger in our communities. They send crews out; they thinned the brush, they chipped the brush, they carry it away.

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We don't have any big masticators that I've seen, but your guys work very hard out there. I have to clean it up because I can't use my home language. Yeah, I can. They worked their butts off to make sure that our homes are fire safe. Does this make any difference at all in the mapping situation where you guys come in and clean up the brush and I was part of the Fire Safe Council when it existed, and I know the work that they did. And I'm just so pleased with what Tahoe Douglas has been doing. But does it make a difference when it comes to these maps?

Mr. Cranch speaks:
Well, these maps specifically show the Tahoe areas being in that high severity risk and that hasn't changed in quite some time. And so that affects how we look at defensible space around homes and probably most specifically for us, our sprinkler requirements for new construction, any new building and homes that are remodeled past a certain square footage. But you're absolutely right, we have a tremendous amount of programs available to the public to lessen that burden on them and provide them assistance. Very proud of those programs and they have a drastic effect on keeping the fire when it's on the ground, or if it does expand into the canopies away from those homes and giving us a chance to protect those homes. And as we've seen in numerous fires in the area, including in the Valley here, once a home is ignited, it becomes a fuel source to the homes around it. And it goes to home to home ignition. So anything we can do to reduce those homes from catching on fire initially or becoming fully involved is a drastic step in the right direction to reducing those massive home losses and fires.

Commissioner Rice speaks:
Thank you.

Commissioner Tolbert speaks:
And I want to clarify too, you know, full disclosure, I'm a residential designer as my other trade and I interact with East Fork quite often. And so I also want to recognize if we are casting, it feels like we are casting stones. But I want to also recognize that East Fork has done a lot of back and forth in collaboration and trying to work with our building industry. So, I want to make sure you guys recognize I'm not trying to beat down and… But, that said, probably the most recent single instigator of increased construction costs has been the Fire code of late. And so therefore I'm getting a lot of voices and obviously the other Commissioners are too. So, that's why we're trying to make sure we needle this down to try to make sure that this is equitable for everyone. Because it could on a standard house, it's easy to hit $40,000 to $45,000 in additional cost of the house next door that would have been built two years ago versus today because of the new fire requirements. And so that's significant. And that's why it's important and that's why there's members of the building industry here to talk about it. So that's why we're just trying to make sure that we're being equitable to everybody involved. So I just wanted to make sure everybody was clear on that. Not trying to beat people down necessarily, but we want to make sure that we're being fair and that we're not unknowingly driving construction costs up again when they're already pretty high. So, I just want to make sure I made that clarifying statement.

Chairwoman Hales speaks:
Thank you, Commissioner Tolbert. Do you have anything else for us?

Mr. Cranch speaks:
No, ma'am.

Chairwoman Hales speaks:
Thank you very much for being here and for answering those questions. Yes, Ms. Ray.

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Ms. Ray speaks:
Thank you. One of the things I would like to acknowledge is that your Community Development team has put in a lot of time and a lot of work to do an update to the codes as we're required to do. Our portion of it is one of the appendices. So, I really don't want to see their work not be looked at just because of our appendices. We appreciate that our appendices are being, our regulations are being adopted into County code so that all members of the community can go to one spot to see what is a requirement for building in the area. However, ours is just an appendix. The regulations have already been adopted at our board, and your Community Development team has done a really great job at updating your Title. 20 as far as their portion goes.

Chairwoman Hales speaks:
Thank you.

Ms. Ray speaks:
Thank you.

Chairwoman Hales speaks:
I want to acknowledge that East Fork duly agendized these maps and gave the public opportunity to comment on them; I appreciate that. Nonetheless, the stakes are too high for us to just say too bad, public lost their opportunity. So, I did want to make that comment. I think we're ready for Public Comment. Yes, we will open Public Comment on this matter.

PUBLIC COMMENT

Jim Jackson speaks:
It sounds like you need to take a little closer look at all these things because if you look at what's going on on a national level, home affordability is going to be a very big topic coming up in the next election, and there's going to be a lot of stress on that to reduce the cost of building homes. Now, I've been here enough times you know I'm not necessarily in the favor of the developers, but I think in this case, these maps are drawn by somebody that's nowhere near here. Now, we had an instance several years ago of a decision made by somebody that was in Arizona called Painted Rock Mine and you see what that's brought to us. I think you've spent a lot of money on consultants for a lot of different things that I don't think you should have. This might be one of them that if we can change these maps to what they really represent here and reduce the cost of these homes; I think that might be something worthwhile doing. But by some of the questions that you were bringing up, I don't think there's enough knowledge right now to vote on this thing. I think you need to look at it a little bit closer because it is going to increase the cost of the homes. The other thing that it's going to do, and I just ran into this because I just had to renew all my insurances on my home, the number of insurance companies that are not covering homes in this Valley, they're leaving in droves. There's only a few of them that are left and those have quite a few restrictions on what they will or will not cover. And if they do cover you, your cost has gone up. Mine went up over ten percent from last year. I feel fortunate that that's all it went up. Another company that we looked at, their costs went up 50 percent and everything because of these kinds of hazards. So, you want to make sure if the hazard is real, fine. But if it's not, don't impose that on us. And I think you need to take a little bit closer look at it. And if you need to hire a consultant, I think this is one of the few times that that might be worthwhile doing to get these maps more appropriate for this area. And somebody that lives in this area and looks at it on the ground can make the decisions. Thank you.

Chairwoman Hales speaks:
Thank you.

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Jeff Sutich speaks:
Madam Chair, Commissioners, and staff, thank you for the opportunity to provide Public Comment on Agenda Item 11.1, Ordinance 2025-1656 concerning revisions to Title 20 of the Douglas County Code and the proposed amendments to the International Fire Code and International Wildland Urban Interface Code. For the record, my name is Jeff Sutich and I serve as the CEO of the Nevada Builders Alliance. The Alliance represents more than 1,100 members statewide, including builders, developers, contractors, and allied industries, many of whom are actively building and investing here in Douglas County. At the outset, I want to be clear, the Nevada Builders Alliance supports wildfire mitigation, life safety objectives, and responsible code adoption. Our members live and work in these communities, employ local residents, and share the goal of reducing wildfire risk for homeowners and first responders. However, as drafted, the Nevada Builders Alliance cannot support the adoption of this ordinance specifically as it relates to East Fork Fire Protection District adoption of the USDA based WUI map. This significantly expands the WUI designation into established urban and suburban areas. Applying full WUI construction standards to areas that function as urban neighborhoods rather than true wildland urban interface creates serious unintended consequences. First, construction cost impacts; WUI construction requirements materially increase the costs for residential, commercial, and industrial development. When these standards are applied to urban infill redevelopment and established neighborhoods, they directly increase the cost of building. And from a homebuilder perspective, as was mentioned earlier, it increased those costs from roughly $10,000 to over $40,000, depending on where it falls. It increases the price of homes and it increases the price of rents. And this is at a time when housing affordability is already critical and a critical issue for Douglas County residents. Secondly, insurance availability and affordability, which was previously brought up, wildfire risk mapping is increasingly tied to insurance underwriting. Expanding WUI designations into urban areas risks triggering these higher premiums, coverage limitations, and outright non-renewals for these existing homebuyers and for future buyers. These impacts... Do I need to stop or? I have little bit more.

Chairwoman Hales speaks:
You have 30 seconds.

Mr. Sutich speaks:
Okay. Third, misalignment with actual fire risk and response conditions; urbanized areas with paved access, hydrant coverage, close proximity to fire stations, and reduced fire loads do not present the same fire behavior or suppression challenges as true wildland interface areas. Treating these areas identically under the WUI code does not reflect on the ground conditions or actual risk profiles. To be clear, this is not opposition to WUI standards where appropriate; rather, it is a request that standards not be expanded into urban areas. On behalf of the Nevada Builders Alliance, we request that the Commissions, the staff, and East Fork Fire all come together with the locals of Douglas County to communicate and figure out a better mapping system for this. Thank you for your time.

Chairwoman Hales speaks:
Thank you, Mr. Sutich.

Mr. Sutich speaks:
Sorry for going over.

Chairwoman Hales speaks:
It’s all right.

Christian Funk speaks:
So I'm going to take advantage of my walking time.

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Chairwoman Hales speaks:
Well, until you say your name, we don't hit go.

Mr. Funk speaks:
So until I say my name? Beautiful. So I request…

Chairwoman Hales speaks:
But you must say your name right off.

Laughter was heard.

Mr. Funk speaks:
I'm Christian Funk, Liberty Homes, LLC, custom home builder here in the Valley. I'm going to request the Board for six minutes instead of two because I'm here representing two new clients that have just been hit with this. So I'm going to… Can you vote on it?

Chairwoman Hales speaks:
You get three.

Mr. Funk speaks:
I get three. Okay. Well then I'm going to go over. It's important to recognize that this is a difficult situation. I have the opportunity and challenge in my profession, I'm the tip of the iceberg. I'll get a client such as Brother Dallaire or Mr. Dallaire to come to me and say, hey, I would like to build a custom home. From the time that he initiates a conversation with me, to the time I get to Nathan Tolbert, to the time I actually get to permitting could be six to seven months. One of the challenges that I'm experiencing here is, I love Tim and he does a great job and I'm going to counter his, Northern Nevada is not the average. I wish I could build for the same price that I could up in Washington years ago. We don't have the trades. We don't have the people here. And so I would say, in fact, I just did this, I built two houses, 1521 Stephanie and 2748 Pamela, exact same house. And I did this on purpose because I wanted to get actual numbers. It cost me $17,000 more to initiate those requirements that we did. One home was LP, the other home I did full enclosed office with the other requirements. That is the cost. I'm happy to share that with you. That's exact apples to apples, exact same floor plan. That was the cost difference. So, there is an impact here. I'm frustrated because I get to hear it from my clients. I tell them that there's an initiative that if you don't live next to a fire hydrant, then you're going to have to pay this fee. And then they start cussing up East Fork all, you know. And I'm like, guys, I'm just sharing the message, okay. This is what we have to do to accomplish this. So it's challenging. I have seen insurance companies that are saying, you know what, because it's high risk, we're not even, we're bailing, we're getting out, we're not even going to be involved in it. So I do think it's important that a separate mapping to get boots on the ground here; I would recommend that the Commissioners table this until we can get boots on the ground. I'm happy to sit down. I'm starting to realize maybe part of my job is not building homes anymore, it's going to be sitting there meeting with these wonderful folks and all you guys to try and bring the custom home builder community in with this. I'm not a developer. I don't want to be anywhere in that realm. That's not, that's more headache than it's worth. There's lots of challenges involved with this, but I think that we can overcome them if we get together. Amy has my email address. All you guys have my email address. I'm happy to sit down with some time so that I can plan it and put it on my calendar. Everybody knows if it doesn't get on a calendar, it doesn't exist. I'm happy to participate in some of these discussions to be able to make what's best for Douglas County, not for the national average. And just because every other jurisdiction has developed it… The reason why I moved here 27 years ago is because Douglas County was different; no offense. I don't want to be like everybody else. Thank you.

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Chairwoman Hales speaks:
Thank you, Mr. Funk. Are there any other Public Comments? That was not for you. All right, we'll bring it back to the Board. I heard the suggestion that we table this and that's where my mind was going. I very much appreciate Mr. Davis and Mr. Davidson, your good work. I think this Board, from what I'm hearing, is not ready to vote on this until the maps are more accurate. I know that there can be exceptions made, but that takes time and money. And I don't think we want to put that burden on individual landowners to add more time and money to their building to get something made right that should have been made right overall. So that's where I sit. And I'm open for other discussion. Commissioner Tolbert.

Commissioner Tolbert speaks:
So I fear tabling because the implementation of this code is critical for our industry because we need to know, you know, we're in the middle of designing things right now. And so, I'm not going to finish anything before Christmas. So am I designing to the ’24 or am I designing to the ’18 personally? So is there an opportunity for some kind of compromise? Would it help to approve the IRC, IBC and just exempt the exhibit B from our motion? Would that help the transition, or is that… I guess I'm asking you guys how that would work if that enables you to initiate the transition?

Mr. Dallaire speaks:
The fire requirements B1 and B2, Appendices B1 and B2 have been adopted by the Fire Boards already. So I don't know how that works, really. So we could be in 2018 until you guys decide or maybe this USDA map gets updated. It's taken years, and I can tell you the prior map was awful with high hazards, extreme hazards in areas where Bently has an irrigated sprinklered field or a disked field today with no vegetation on it whatsoever, but the map said it was high extreme hazard. Now it's a low hazard. So they did do a significant update on those maps. I don't know how you want to handle that. I mean, we're going to need to be in the 2018 or the 2024. Everybody was planning on and for the last six months… Oh, Doug.

Chairwoman Hales speaks:
Yes, I sense that we can…

Mr. Dallaire speaks:
Sorry, Doug. I couldn't see you. I don't have my glasses on. I can't see that far.

Chairwoman Hales speaks:
Chief Deputy District Attorney, Doug Ritchie.

Doug Ritchie, Chief Civil Deputy District Attorney, speaks:
Thank you. So the question is, you can adopt portions of the proposed code. You don't have to adopt the appendices. But what Tom Dallaire is saying is that the Fire Boards for both Tahoe Douglas and East Fork, their boards, by resolution, have adopted these current changes, which I think by reference, adopt the new updated maps. If I understand what you're asking, if the Board did not adopt Appendices B1 and B2, what would happen? Well, what would happen is the current rules would be in place. The proposed appendices refer to the updated resolutions by the two Fire Boards, which would not be adopted. So you'd still be in the old resolutions that the Fire Boards had previously adopted. The problem you will have is the one we've had before where the County has one code, the Fire Boards have adopted like different standards, and what's going to happen? I have always argued, and I continue to argue, that there's only one Building Official in Douglas County, and that's Tim Davis. Douglas County issues building permits, certificates of occupancy and if there's a discrepancy, Tim is the final official. And even the State Fire Marshal recognizes the Building Official under NAC 477.060. So what Mr. Dallaire was referring to is you're going to be in this weird spot where if the Board doesn't adopt the current appendices which adopt the resolutions, the updated resolutions of the Fire Boards, you'll be using the old stuff, which there'll be a conflict between our code and the resolutions the Fire Boards have adopted.

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Now, I would argue that's fine. I mean, it's going to cause some conflict because the Fire Marshals are going to be doing inspections based on their updated codes, updated maps, whereas our building officials are going to be relying on what this Board has approved. So if you want to, for lack of a better word, kick the can down the road, you don't have a lot of road to kick it down because there's going to be conflicts. And to Commissioner Tolbert's point, builders, developers, I mean, they have a view on this stuff, but at the end of the day, they just want to know what the rules are so they can move forward. So that's a typical lawyer answer. You can adopt portions of this, but if you don't adopt the new Appendices B1 and B2 for East Fork and Tahoe Douglas, there will be a conflict for a period of time between the code provisions until this Board decides what they want to do with the map, specifically the maps. And the final arbiter, in my humble opinion, and reasonable people can differ, will be Tim as the Building Official in Douglas County.

Chairwoman Hales speaks:
Vice Chairman Gardner.

Vice Chairman Gardner speaks:
Mr. Ritchie, could we not table this and send it back and ask East Fork Fire to take another look at the maps and whether or not they're appropriate for our county and do a better study?

Chairwoman Hales speaks:
Yes, in the interest of housing costs and the fact that housing costs are seriously negative to our community right now.

Mr. Ritchie speaks:
The short answer is yes. You have that power. There are provisions you can adopt today. I think that Tim and Tom, I'm sorry Mr. Davis and Mr. Dallaire are recommending because they do make sense and they should be brought forward. But you could table this entire item or take selected portions of it to table.

Chairwoman Hales speaks:
Vice Chairman Gardner.

Vice Chairman Gardner speaks:
Yeah, I just, you know, rather than try to cherry pick items out of here, which is going to be extremely difficult, I would just prefer to table. Which is items number two, three and four? Appendix B1 and B2. Okay.

Commissioner Tarkanian speaks:
Is that a motion?

Chairwoman Hales speaks:
I feel so strongly about this that I'm not ready to approve anything today because I want the Fire Board to understand our serious dismay and to take another look at it, respectfully requesting them, knowing that they did hold public hearings that were not adequately attended by the public who cares. But it needs to be done again because I don't believe the Fire Board has thoroughly vetted their other options and that these maps are detrimental to our community. That's my feeling. Commissioner Tolbert.

Commissioner Tolbert speaks:
Yeah, I don't disagree. But I guess given what Mr. Ritchie has said, I would love to hear, Mr. Davis, what your recommended action would be. I mean, you hear our reservations. And if you had your druthers, what would that action be?

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Mr. Davis speaks:
Commissioner Tolbert, thank you for the question. You folks appointed me to make these decisions and I'm comfortable doing that. I have a good relationship with our Fire team. I have no problem having these conversations. If we need to table anything for the betterment of the public and our constituents, it should just be the appendices. But we need to move forward with adopted code so that people can build currently in our jurisdiction and have clarity. If it's going to come down to me making decisions, I'm fine, I can do that, it's what you hired me to do.

Chairwoman Hales speaks:
Commissioner Rice.

Commissioner Rice speaks:
It seems to me that the Board is in a quandary at the moment of not knowing what to do on this issue. What is the right thing for our citizens? What is the right thing for public safety? I am not at a point where I'm comfortable making a decision. I do know that living where I live, this will have great impact on the people around me. My house is paid for so you can't hurt me very much. Yeah, I guess you could if you wanted to, but I'm just not comfortable with where we are with this because I remember what happened last time and that is still stuck in my throat. And the houses that we had to intervene on, on behalf of the homeowner who was trying to figure out what in the world am I going to do here. And I know that Chief Carlini was a great help in resolving some of those. But unfortunately, times have changed. People have changed. People in control of things have changed. And I'm not ready to make a decision in this matter.

Chairwoman Hales speaks:
I would prefer not to take any action and wait and hear what the Fire Board will do in response to our serious concerns. I realize that puts you in a bad spot and I hope that we can be quick about reconsidering this. That's not really the right word, continuing this conversation and taking action in the near future. We meet every two weeks, so as soon as we hear some kind of further discussion by the Fire Board and some kind of plan by the Fire Board, I'd be willing to pass this with the appendices removed until they actually take action. But that's my feeling. So I would let it die unless someone wants to make a motion, this will just effectively be tabled until it's brought back to us. So does anyone want to make a motion or should we let it sit? I see no motion, so we will leave it at that and very much appreciate your work and the fact that this complicates your life.

Chairwoman Hales speaks:
Chief Deputy District Attorney, Doug Ritchie.

Mr. Ritchie speaks:
Thank you for your indulgence. Just to clarify, if no action is taken today and you're not tabling to a date certain you will need to reintroduce. So there'll be at least two hearings.

Chairwoman Hales speaks:
All right, then, let's have a motion to table this to a date certain. When is the next Fire Board meeting? The third week? So we could table this until our first meeting in February.

Chairwoman Hales speaks:
Mr. Dallaire.

Mr. Dallaire speaks:
Just so we're clear, we are going to be keeping the 2018, the current codes the way they are today through whenever this comes back. So just so it's clear to you guys and clear to the public that we are not going to be going with Northern Nevada amendments. We are not going to be including any of the code updates.

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So we are going to be designing everything that we've noticed for the past six months to the public that we were changing to the 2024 code, and it's going to be the 2018 code. So there could be potentially projects that were designed for the 2024 code that need to be compliant with the 2018 code. Just so we're clear, I just want to make sure that everybody understands the situation we're in.

Chairwoman Hales speaks:
So I'm wondering if there's… It looks like we are considering tabling this for up to 90 days, and that way we won't have to have a first reading again. I'm wondering if there's any action that we could take that would give Mr. Davis additional authority to require either the ’24 code or the ’18 code as he sees fit.

Mr. Ritchie speaks:
You would have to enforce the currently adopted code, which is 2018. If your intention is to do 2024, then you would adopt that today, except for the parts that you have concerns about. It’d also be helpful for staff to know if the primary concerns, I think this would be helpful for the Fire Boards as well, is your concerns, the maps and how they were created, or are there other concerns with the resolution that they've adopted which incorporate those maps? I mean, in fairness to Chief Ray, the maps are created by a completely separate entity. It's a third party, and if the Board’s concerns...

Chairwoman Hales speaks:
It doesn't matter, they have control. They could choose different maps. They could get an outside entity to fix the maps. They have a lot of options.

Mr. Ritchie speaks:
That's the information that would be, I think, helpful to the Fire Boards is what are the questions or concerns this Board has specifically. And it sounds like it's the maps.

Chairwoman Hales speaks:
Yes. The only concern I heard in the discussion was the Fire Board's maps. You know, what we could do is recess for lunch and that would give us opportunity to discuss this with the County Manager to consider additional, I mean, individually, not collectively as a group, additional thoughts. Honestly, I want leverage with the Fire Board and that's why I don't want to pass any of this. I think that's where I'm going to end up. So I doubt pausing for lunch is going to make a difference. That's how I feel. Does any Commissioner feel differently? All right, let's have a motion to table this for up to...

Commissioner Tolbert speaks:
Actually, I do feel differently because I feel like we're handcuffing our Building Department by not adopting the Building code. You know, we can adopt the Building code by adopting one and two and not choosing three and four. So that would allow the Building Department to adopt the 2024 International and Residential Building Codes and move forward with 95 percent of what the Building Department does. The Fire Department is already going to be using their code for what they do, regardless of what this Board says. So we're kind of cutting off our nose, in my opinion, if we simply table it and don't allow our staff to do the code change that they're set up to do.

Chairwoman Hales speaks:
Under which scenario are we going to be more likely to get a response from the Fire Board?

Commissioner Tolbert speaks:
I would think that this entire meeting may have caught the attention of the Fire Board, I would like to think. And plus we're not adopting that. So that allows the Building Department now to accept potentially, I might be over speaking, but they could possibly accept a building permit without the… on their own discretion since we didn't adopt the new code. So I'm not sure how that exactly works. But we're trusting

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Tim to make the difference there. And to remove my hat, my personal experience is that I've found our Building Official to be very knowledgeable and open to a common sense approach. So if I had to trust somebody, those three guys there that I personally would trust.

Chairwoman Hales speaks:
Me too. I would trust these three guys. Is there any other...?

Commissioner Tolbert speaks:
So, Madam Chair, I'll make a motion that we adopt Ordinance 2025-1656, revising Title 20 of the Douglas County Code by repealing and replacing only Chapter 20.800 and Appendix B, the Uniform Code Revisions.

Chairwoman Hales speaks:
Is there a second?

Commissioner Rice speaks:
I'll second.

Chairwoman Hales speaks:
Is there further discussion? All in favor, say aye.

Commissioner Tarkanian speaks:
I'm going to go yes.

Chairwoman Hales speaks:
Opposed? Still thinking?

Vice Chairman Gardner speaks:
Okay, the votes are there, so I'll go yes. I would go yes. Okay.

Chairwoman Hales speaks:
Okay. Opposed? One. Me. So the motion passes 4-1. I hope that we hear back quickly from the Fire Department on the rest. I hope the Fire Department will make changes to those maps or brainstorm some other way to give relief to these people. Waive all of your exemption fees and make them overnight. Whatever you have to do to make it workable without adding costs to housing. I hope you will do that. So I don't know where does this leave us now with B1 and B2 not adopted?

Mr. Ritchie speaks:
B1 and B2 are not adopted. Just to be cleaner because you're probably, well, hopefully there'll be some changes. You probably need to reintroduce it and publish it again anyway. So to answer your question, once the… Yeah. Thank you. We do have an Appendix B1 and B2, the one that's currently adopted. But to make the changes that reference the new updated resolutions, you would need to introduce and adopt that ordinance at a later date. It's a little confusing because there is a B1 and B2 in place which references the prior resolutions of the two Fire Boards, the old resolutions.

Chairwoman Hales speaks:
So, we can function indefinitely under this scenario?

Mr. Ritchie speaks:
Yes, except for I think there will be a conflict between what the Fire Marshals, the districts will be... They'll be implementing the resolutions that their boards have adopted, which will be slightly different

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than what our code provides for. So there will be a conflict. But what I've said is at the end of the day, there's only one Building Official and that's Tim Davis.

Commissioner Tolbert speaks:
Could we vacate B1 and B2? Would that be of any…?

Mr. Ritchie speaks:
No, because what you agendized today was to adopt updates to B1 and B2. If you wanted to rescind the existing B1 and B2, that'd be a separate item. And probably by the time you get that done, hopefully they'll have some proposed revisions. AJ may have something.

Chairwoman Hales speaks:
Deputy District Attorney, AJ Hames.

AJ Hames, Deputy District Attorney, speaks:
Thank you, Madam Chair. So we do have a B1 and a B2 already. Those adopt the 2018 versions essentially of the IFC and the WUI code, as amended by East Fork and Tahoe Douglas. So their resolutions I don't know off the top of my head what those resolutions say, but I know at least it's their opinion that the prior resolutions adopt the maps that we're opposed to today. So if the only objection is the maps, they may already be adopted by the 2018 resolutions of the East Fork and Tahoe Douglas Fire Boards. So what will end up happening is the code itself will be different. The Fire Boards will be implementing the 2024 code as revised, and we'll be looking at the 2018 code as revised. But I don't know that that will actually have any effect on the maps because the 2018 resolutions that we adopted by reference may already have adopted those maps.

Vice Chairman Gardner speaks:
Mr. Hames, I have a question for you. It wasn't until recently that we adopted the WUI codes maybe two years ago. Okay. They're not included in the 2018. The codes were not, to my understanding, the WUI codes were not adopted in 2018. They were only adopted a couple of years ago.

Mr. Hames speaks:
Correct. We adopted the 2018 versions a few years ago. So there will be a discrepancy between the codes and maybe that discrepancy will cause enough friction that there'll be some incentive to revise the maps. But I don't know if the maps themselves are… I don't know if we're free of the maps, I guess, is what I'm saying, if that was the intent of the Board.

Commissioner Tolbert speaks:
I think the intent of the Board was for us to work together to get a resolution of this and to raise a red flag for the Fire Board to recognize that there is a conflict and that the noticing was done, but there was not any participation in those, and that we needed that participation to happen. So I think all the parties understand where we stand and that this will get resolved. And that's what we want to do, we want to resolve this and make everybody jive and work together. So, if I'm not speaking out of line, I believe the direction of this Board was we're getting a lot of friction from the proposed amendments, the new maps, and we need to figure out a way to make this work. And there's lots of options out there, even if it was exempting the general improvement districts from that. There's things out there that can be done to make this work for everybody.

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MOTION TO: Adopt the portions of Ordinance 2025-1656, revising Title 20 of the Douglas County Code, by repealing and replacing: (1) Chapter 20.800; and (2) Appendix B - Uniform Code Revisions only; carried.

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

Chairwoman Hales speaks:
Thank you. With that, we will recess until 2:00 PM for lunch.

A lunch break was held.

Chairwoman Hales speaks:
It is 2:00 PM and we are ready to reconvene our regular meeting.

11.2 For possible action. Discussion on the 24-month review of the adopted development agreements between Douglas County and the following entities: (a) Parkhaven Estates (Armil Properties, LLC); (b) Monterra (formerly Park Place); and (c) Peri Enterprises, LLC. (Tom Dallaire, Community Development Director, and Andrea Pawling, Deputy Community Development Director)

Chairwoman Hales read the agenda item into the record.

Chairwoman Hales speaks:
Will you be covering a, b, and c as three distinct areas? Okay. Very good. I'd like to make a statement when you get to b, before you start b, but we'll start with a. So, thank you.

Andrea Pawling, Community Development Deputy Director, speaks:
Good afternoon, Commissioners. So, we're back again for our 24-month review of our development agreements.

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

- Development Agreements – 24-Month Review
- Development Agreements – What are they?
  - Definition:
    - A development agreement is a voluntary contract between a local jurisdiction and a person who owns or controls property within the jurisdiction, detailing the obligations of both parties and specifying the standards and conditions that will govern development of the property.
- Overview
  - Under NRS 278.0205 and Douglas County Code (20.400.050), the County is responsible for reviewing Development Agreements every 24-months and determining whether the owner is in good standing. All parties were sent a 30-day notice ahead of the discussion with the Board of County Commissioners. A brief summary and status of the projects under review is provided.

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Ms. Pawling speaks:
We also have the Staff Report in here, in your packet, under pages 1,087 to 1,091 that will break it down even further for you.

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

- Development Agreements Under Review
  - Parkhaven Estates (Armil Properties, LLC)
  - Monterra (formerly Park Place) (Peapeg, LLC)
  - Peri Enterprises, LLC
- Parkhaven Estates (Armil Properties, LLC)
  - The owners and the County entered into a development agreement on August 18, 2005, (Ord. No. 2005-1140).
  - The development agreement was regarding off-site dedications and construction improvements for drainage and sewer facilities.
  - Litigation ensued between the applicant and the County when modifications to the subdivision were subsequently denied in 2006.
  - Resolution of the dispute, in the form of a "Settlement Agreement and Mutual Release," was reached between the applicant and the County in 2007.
  - In March 2011, County staff contacted the owner regarding initiating the Conditional Letter of Map Revision (CLOMR) as required by the Settlement Agreement and the next step for the owner is to complete the work under a Site Improvement Permit and then submit for a Letter of Map Revision (LOMR) to FEMA.
- Parkhaven Estates (Armil Properties, LLC) Continued
  - In 2018, the property owner brought forward and received approval on a tentative subdivision map for 2 public drainage and access parcels and 25 residential lots to be constructed in a single phase. A final subdivision map needed to be presented by October of 2022.
  - In October 2022 through December 2023, the developer and staff discussed resolutions for this development.
  - The developer submitted the Site Improvement Permit (SIP) application and is working on the tentative subdivision map process. The SIP was issued in August 2025, and the project must be inaugurated within 180 days of issuance and will expire two years from permit issuance.
  - At this time, this development is in compliance with the Development Agreement.
- Parkhaven Estates (Armil Properties, LLC) Pictures

Ms. Pawling speaks:
I'm available for any questions regarding this if you have anything.

Chairwoman Hales speaks:
Vice Chairman Gardner.

Vice Chairman Gardner speaks:
Thank you. 180 days, so that's six months basically from August.

Ms. Pawling speaks:
Yes, sir.

Vice Chairman Gardner speaks:
Okay. And all the, as I understand it, I've been out there many times, the infrastructure is in, the roads, the curbs, all that, so I'm glad to hear that we have set a timeline on this, 180 days. So we're, August,

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what, September, October, November, December, we're approaching construction dates, right? When does he anticipate breaking ground and starting to build?

Tom Dallaire, Community Development Director, speaks:
He has built the improvements. They're going through the inspection process. The water line and the sewer line have sat for quite a while and they were getting all those tested again because of how long they sat and so he's trying to get the compliance and the list done off the inspection reports that have been performed by the County staff. And so, once those are all addressed and everything can be released for the public, then we can record his Final Map. I believe that Final Map is in for review right now and we're waiting on these improvements to be performed, or he could post a bond to do the work so we can create those parcels sooner than later.

Ms. Pawling speaks:
I just wanted to add one more, we've also sent a letter to his engineer, a list of everything that is still needing to be looked at, so all the communication has happened and it's in the works.

Vice Chairman Gardner speaks:
I'd like to see, you know, the fewer development agreements we have the better and if we can get this kicked off and he can get them built that would be great. So, thank you.

Chairwoman Hales speaks:
Any other questions about Parkhaven? Okay. Then I will make this statement; the characterization that the County has not responded to Mr. Pegram's letter or that the County and Mr. Pegram have not been working together to resolve this matter was inaccurate. The parties have been in regular cooperative communication. While Mr. Pegram has the option to seek permits and construct Muller and Heybourne on his own, a broader solution that addresses the current flood mapping and updated design standards is under discussion and has been delayed by the lawsuit with David Park. With that preface, go ahead.

Mr. Dallaire speaks:
Thank you, Chairwoman Hales.

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

- Monterra (formerly Park Place) (Peapeg, LLC)
  - The owners and the County entered into a development agreement on July 20, 2006, (Ord. No. 2006-1177).
  - Phase I was completed and recorded on August 24, 2005, creating 118 lots.
  - The Board approved amendments to the development agreement on July 17, 2008 (First Amendment Ordinance Number 2008-1250) and December 3, 2009 (Second Amendment Ordinance Number 2009-1300) amending the timing of the dedication of land and improvements to Muller Parkway and Heybourne Road and the phasing plan/development schedule for the planned development.
- Monterra (formerly Park Place) (Peapeg, LLC) Continued
  - On December 6, 2012, the Board approved the Third Amendment (2012- 1377), between Vista Sierra, LLC, the new owner of Phase Two, and Douglas County, amending the development schedule and obligations with regard to the timing and completion of the Muller Parkway extension as a two-lane urban collector by August 31, 2019 and Heybourne Road as an urban, two-lane collector no later than by August 31, 2017. The next phased final map (2A) was required to be recorded by August 31, 2015. The phased map was not recorded; therefore, the tentative subdivision map for Phase Two has expired. Vista Sierra then sold to Peapeg, LLC.

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  - On November 17, 2022, this Development Agreement's lack of compliance was discussed with the Board. The Board gave direction for Douglas County Staff and the District Attorney's Office to work with the developer and their attorney to discuss plans for this development and timelines to complete it.
- Monterra (formerly Park Place) (Peapeg, LLC) Continued
  - Since November 2022, the developer, the developer's attorney, staff and the District Attorney's Office have met to discuss amending the terms of the agreement and timelines to complete this project.
  - Once finalized, staff would need to bring back an ordinance to amend the current agreement.
  - As of December 2025, this development is still not in compliance with the Development Agreement. Douglas County Staff and the District Attorney's Office are having active conversations with the developer regarding a plan and solution to ensure this development agreement is back in compliance. It should be noted that this project could not proceed over the last 24 months due to waiting on a CLOMR from FEMA associated with the construction of Muller Parkway. The CLOMR was issued in July 2025, which shows that if Muller Parkway is constructed as planned, this project will be deemed to be out of the flood plain.
- Monterra (Peapeg, LLC) Pictures

Mr. Dallaire speaks:
These are, I think, from last year. We didn't go out and get pictures but there hasn't been any change to them. Questions?

Chairwoman Hales speaks:
I don't have a question, but I do want to just take a moment of appreciation for the cooperative conversations that are happening between the parties and emphasize that there was a 24-month pause due to nobody's fault, just waiting.

Mr. Dallaire speaks:
Thank you.

Commissioner Tarkanian speaks:
I would like to respond, particularly to the Chairwoman's comments.

Chairwoman Hales speaks:
Commissioner Tarkanian.

Commissioner Tarkanian speaks:
So, you made a comment that there's been communications between the parties. It's my understanding there's been some communication between the attorneys of each party. There's been a letter that was sent, I think it was a month or two ago, with the list of requests and as of, I don't know, a week ago or so, the last time I spoke with Mr. Pegram he had not had a response to that letter. I asked the County staff for a response to where we stood. In fact, you're aware of this, Chairwoman because you were involved with it. I haven't received a response if it's been given to Mr. Pegram. I haven't seen it, so I assume the comments that you made at the beginning were directed at my newsletter; that's the true facts. He certainly is in default because he hasn't built the road, but he hasn't built the road because after he purchased the property his property was put into the floodplain and he's been trying to get it out. I do agree that there's been a 24-month delay, at no fault of anybody's because the County has been trying to get it out of the floodplain which I think it's in the process of doing now. So anyways, that's my statement.

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Chairwoman Hales speaks:
So noted, Commissioner Tarkanian. I think on this one we'll have to disagree and that's okay. All right. Moving on.

Mr. Dallaire speaks:
Okay.

Ms. Pawling speaks:
All right. If there isn't any other questions on that one, we'll move on to Peri Enterprises, LLC.

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

- Peri Enterprises, LLC
  - The owners and the County entered into a development agreement on January 7, 2010, (Ord. No. 2009-1302).
  - On January 7, 2013, the First Amendment was approved (Ord. No. 2012-1379) to allow for an interim modification of the roadway improvements, consisting of a break in the center median curb to accommodate access and use of the adjacent property.
  - On March 9, 2021, the Douglas County Planning Commission approved a Special Use Permit for a Manufactured Home Park consisting of 159 homes, a clubhouse and amenities located along Muller Parkway and Pinenut Road on property subject to the Development Agreement.
  - The Special Use Permit required the widening of Muller Parkway to four lanes north of Pinenut Road, including curb, gutter and sidewalk improvements, to the north-west property line of APN 1220-11-001-040 (now 1220-11-001-007), constructing the additional lanes through the roundabout at Muller Parkway/Pinenut Road re-aligned intersection, and sidewalk improvements adjacent to Pinenut Road.
- Peri Enterprises, LLC Continued
  - A Site Improvement Permit (DE21-0264) was issued on October 4, 2021 for these required improvements. The owner completed the extension of the 4 lanes of Muller Parkway to the Virginal Canal and has not completed the concrete median connection towards the intersection of Highway 395 to assist traffic safety on Muller Parkway/Pinenut Road.
  - There are a number of scenarios in the 1st amendment where this work will need to be completed to close off the median curb.
  - This developer is compliant with the Development Agreement. Once the land is under development and the concrete median is constructed and connected, staff would recommend bringing forward an ordinance to repeal the development agreement.

Ms. Pawling speaks:
Just to give you guys a heads up, there's no development currently going in right there, but this one is in compliance. I just kind of skipped through some of those things just because this is exactly the same presentation that I had 24 months ago.

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

- Peri Enterprises, LLC Pictures

Ms. Pawling speaks:
This is as it stands today. So, to the right there is Muller Parkway and that's where the median connection will be needed once the development goes in.

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To review Ms. Pawling and Mr. Dallaire's full presentation please see the Supplemental Meeting Materials.

Vice Chairman Gardner speaks:
Thank you. Can you give us an update? I know that there was a planned development in there behind Walmart on this stretch that was a, I believe it was 169 manufactured homes called Stoneridge Villas; am I correct on that name?

Mr. Dallaire speaks:
Yes, you are.

Vice Chairman Gardner speaks:
And what is the status of that particular development; do you know?

Mr. Dallaire speaks:
They haven't submitted anything for review or construction.

Vice Chairman Gardner speaks:
And then on the, I believe it's the southwestern corner of Muller and Pinenut Road as it goes out to the dump and the fairgrounds there was a storage facility that was planned there and has anything come forward on that?

Mr. Dallaire speaks:
Yes, Sierra Storage. We've been working with the property owner on that particular one. Those plans were approved. They have technically expired on the site improvement permit. We issued an extension of time for that due to some health concerns or some health issues that the owner has had. He's out of the hospital now and has obtained his commercial construction license in Nevada and we issued the permits and we're dealing with the funding right now and we're hoping to issue those before the end of the year so that he can get working on the site improvement and then I think he's pulling two or three of the building permits also at the same time.

Vice Chairman Gardner speaks:
Is that still Butch Peri or did he sell it to somebody else?

Mr. Dallaire speaks:
I want to say it's Sierra Storage something I think is the name of it. Sierra Storage actually owns the land. When you go into the viewer…

Vice Chairman Gardner speaks:
Oh. So, it's no longer part of Peri.

Mr. Dallaire speaks:
Yeah. The owner of the property was admitted to the hospital and had some health issues. So anyway, we worked with them and we are in the process of issuing those permits right now.

Ms. Pawling speaks:
Any further questions on this one?

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Vice Chairman Gardner speaks:
I did have one other question and that was, I've noticed some dredging, some excavation work that's taking place on part of that property and it looks like maybe sewer drainage, or I don't know what that is, so is that part of this or not, it's totally separate?

Mr. Dallaire speaks:
Yes. Thank you for the question, Vice Chairman Gardner. That is, MGSD is extending their sewer line from the Tribe. They're actually going around the Tribe land allotment through Corley Ranch and that's where the force main from Pineview is going to be connected in and so they are doing that work right now.

Vice Chairman Gardner speaks:
I suspected that was what it was, but I wasn't positive and I've had a number of residents ask me what's going on there, so okay. Thank you.

Mr. Dallaire speaks:
It made the connection to the sewer slightly shorter for the Sierra Storage Solutions, the sewer main down Pinenut Road.

Chairwoman Hales speaks:
Anything else?

Ms. Pawling speaks:
That is all we have for you today, unless you have more questions for us.

Chairwoman Hales speaks:
Very good. Any other questions, Commissioners? No. Okay. This is presentation only, so we won't take Public Comment.

Ms. Pawling speaks:
It’s action.

Chairwoman Hales speaks:
Oh, is it possible action? Oh, yeah. I was looking at the wrong one. Okay. For possible action. Yeah. So, the possible action, let me see, is it just to, I'm not on the right page, just to approve the report?

Mr. Dallaire speaks:
Accept the report.

Chairwoman Hales speaks:
Okay.

Ms. Pawling speaks:
Yes, accept the report, as presented.

Chairwoman Hales speaks:
Good. Okay. Thank you. Then is there any Public Comment? Mr. Jackson.

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PUBLIC COMMENT

Jim Jackson speaks:
I don't know if it pertains to these three properties but on all these agreements that seem to be between the County and these developers it seems like the developers are always coming back wanting amendments, extending time, changing what they have to do, or they just don't do what they were supposed to do. The County seems to be going over backwards to try to make it work for them. Common sense would tell me that if they entered into a contract and they aren't doing what their contract says then they shouldn't be able to develop the land. Put some pressure on them; if they were supposed to build Muller Parkway and they're not doing it and that was their agreement then say the homes that you were going to build there are no longer approved to get something moving in the right direction. It just seems that from plain old common sense that the developers are getting away with stuff, taking you guys, advantage of you, taking advantage of the County's kind heart to help them any way they can and then they come back and they sue you. It just seems kind of strange to me that we keep entering into these contracts with these developers when you know what they're going to end up doing. Thank you.

Chairwoman Hales speaks:
Thank you, Mr. Jackson. We feel you right there. Is there any other Public Comment? I will close Public Comment. Is there a motion?

Vice Chairman Gardner speaks:
Madam Chair?

Chairwoman Hales speaks:
Vice Chairman Gardner.

Vice Chairman Gardner speaks:
I move for the approval of the 24-month review of the adopted development agreements between Douglas County and the following entities: a, Parkhaven Estates, Armil Properties, LLC, b, Monterra, formerly Park Place, and c, Peri Enterprises, LLC as presented.

Commissioner Tolbert speaks:
I'll second.

Chairwoman Hales speaks:
It's been moved by Vice Chairman Gardner, seconded by Commissioner Tolbert. All in favor? Any opposed? It carries unanimously. Thank you for those updates.

MOTION TO: Approve the 24-month review of the adopted development agreements between Douglas County and the following entities: (a) Parkhaven Estates (Armil Properties, LLC), (b) Monterra (formerly Park Place), and (c) Peri Enterprises, LLC; carried.

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

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COUNTY MANAGER

12. 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. (Chairwoman Sharla Hales)

Chairwoman Hales read the agenda item into the record.

Chairwoman Hales speaks:
Let's start with Commissioner Tarkanian.

Commissioner Tarkanian speaks:
I do not have anything to report.

Chairwoman Hales speaks:
Okay. Commissioner Tolbert.

Commissioner Tolbert speaks:
As part of the Carson Water Subconservancy District, we had our end of year meeting and a review of the watershed. We had a report on that and the trends are interesting. They did report that there was adequate water for the proposed growth in the areas and I think there was, was it the Indian Hills General Improvement District in 2051 would outpace their current wells capacity, would need new wells or additional pumping and I think Town of Minden was in a similar boat. Other than that, it was pretty good news, reasonable news. And then the Director, Ed James, is retiring and so the board is in the middle and they have three prospects or four prospects that will be interviewed in January. So, looking forward to a new era in the Carson Water Subconservancy and want to recognize Ed James for his work over the last 30 years, 28 years, yeah. So yeah, thank you Ed for everything you've done and stick around, keep your phone handy.

Chairwoman Hales speaks:
Commissioner Rice.

Commissioner Rice speaks:
Yesterday, I attended a TRPA meeting. One of the things we discussed was the funding for TTD, Tahoe Transportation District. Once again, the City of South Lake Tahoe representative made comment that Nevada is not carrying their fair share of the load and he was corrected immediately about the fact that Douglas County has carried a great deal of the load when it comes to funding for Lake Link and other transportation. And the representative from South Lake Tahoe was quick to change his opinion in that he was opining now that Douglas County had done their part and then some and it's the State of Nevada that has not been forthcoming. So, I accepted his correction and we moved on from there. And unfortunately, that's the only thing I've been able to attend.

Chairwoman Hales speaks:
Well, we're very glad you're here and we appreciate you defending the County like that; it's great. Vice Chairman Gardner.

Vice Chairman Gardner speaks:
Well, unfortunately, I have to say that at this time of year my bathroom scales are reporting that I have been attending too many Christmas parties. So anyways, that's kind of what the season brings. So anyways, we've been doing that, including the Chamber of Commerce Christmas party last evening at the

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museum. So, that's about all I have to report. I did want to note that Carson Valley Health has been recognized as one of the only centers, Level IV Trauma Center in the state and I would hope that, so we have requests for future agenda items and I would ask that perhaps we could reach out to Carson Valley Health to come do a presentation so we could celebrate that and also make sure that our community is aware of that process. So, if we could take a look at a future agenda item on that I would appreciate it.

Chairwoman Hales speaks:
I'll note a few things. The Water Subconservancy District meeting, as Commissioner Tolbert described, but very accurately, but I will also note that they know how to have a Christmas party. It is a lot of fun. I will note that I went to a Carson Valley Arts Council meeting and they continue to do good work. Their board is growing. Their volunteers are growing. They're doing really good things, including thinking deeply about what to do with the Copeland Lumber building and making progress towards moving the Ironwood forward. Apparently, I can't read my own writing. I received a letter from Jim from the TTD, Jim, the Director of the Tahoe Transportation District. An excellent letter summarizing the year's progress and the TTD has had a very successful year by almost any measure and he is really running with his position and making good things happen and I appreciate that. I had… Thank you, Jim Marino. Thank you very much. I had three delightful nights in a row; first, the Gardnerville Christmas Kickoff, next, the Minden Christmas Celebration lighting of the gazebo, and then the Parade of Lights and it just makes you proud and full of warmth and joy to be a part of this community. And including the TRE parade, where they put a whole bunch of lights on their OHVs and other things and then the dinner there at the community center which was packed and really delightful. I have another thing in my notes, which I can't read, so I don't know what that is, sorry about that. I want to note that the Carson Valley Community Theater has some performances ongoing of some delightful things through the end of the year and I would encourage people to check out their website, Carson Valley Community Theater, and take advantage of those opportunities. Then the last thing I'm going to say is that it has been an honor this year to serve as Chairwoman. I appreciate the support and the patience and the good things that we've gotten done, so thank you for that.

RESULT:	**PRESENTATION HELD**

13. CLOSING PUBLIC COMMENT (No Action)

Chairwoman Hales speaks:
Now, closing comment. Do we have any Public Comment?

Charles Heffernan speaks:
I learned a lot, too. Chair Hales, thank you for your service and thank you for this opportunity to speak. Johnson Lane. I bet you thought I was going to get up here and talk about the Painted Rock Mine and violations that continue out there and all the dust that's flowing off the trucks and, you know, using water that they shouldn't be, etcetera, but I'm not going to do that today; I'm going to do something other than that. I'd like to talk… I wasn't able to be at your last meeting. I want to talk about the stormwater utility. I think having a consultant on board, this is an important issue for this community. I wasn't here when the last flood came through, but I'm a Civil Engineer by trade so I know a little bit about flooding and what it can do to a community and you've been through the wringer in a couple of events and this keeps getting kicked down the road. I attended at least two of the sessions that staff put on about this utility and it's very evident that this is something you really have to do and I'm glad you're taking the first step on that. But let's call this, this is a tax, it's not going to be a fee. I mean, you could, you should also look at the developer fees, are the developer fees equitable at this point or, you know, tax the property owners, yes, but the developers, I don't know what kind of fee they're paying but we should also include them in this rate study. I would also, I looked at the contract and I would suggest that there be a meeting part way

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through the analysis so that the public could weigh in on what is, what they're intending to do rather than just come to the end, the study's all done and that's it, because let's face it, when they're at the end of their contract there's not going to be, you know, that's they're presenting their findings. They've been working with staff, yes, but the public hasn't had a chance. So, I would like to see that if possible. And then the last thing I'd like to say about this and I think I said it at one of the meetings, this is, for the Commissioners that are on this Board, this is a life changer for your community, maybe not now, maybe not five years from now, but I have the opportunity to go to the Tahoe Blue Center right now with going to the Knight Monsters game, I think about four or five times, I better go quick, that is a feather in the cap for all the Commissioners that were there at the time that that was approved, pushed through, and built. That is a gorgeous facility and I don't see this as anything less than that. You'll be able to look back on the day that this was formed but make sure that it's equitable and make sure we stay on track, we don't move things from one district to another, and you know, this district's underfunded. Okay. I'm sorry. Thank you for your time.

Chairwoman Hales speaks:
You can wrap up.

Mr. Heffernan speaks:
So, I would just say use your political capital when this comes, it comes time to sell this tax to the homeowners, to the landowners. It's not going to be easy and you're going to have to use political capital to go out and sell this and if I can be of any help during that process, I'd be happy to. Thank you for your time.

Chairwoman Hales speaks:
Thank you very much for those comments. Mr. Jackson, you get 30 extra seconds too if you want them.

Jim Jackson speaks:
I was going to say I don't normally go over, but I will this time. Very nice comments; I agree with you. Do include us in any contracts or any decisions, you might be surprised on the reaction you get from us if we think we're really going to get something for the money. It's not that we don't want to spend it, we just want to make sure we get what we think we're going to get and everything. So, like I was telling you earlier, I don't know what I'm going to say when I get up here, I just get up here and I start talking. One of the things that I was going to say at the very beginning was we're glad to see you back, Commissioner Rice, we missed you. My comments about the Sheriff earlier were really heartfelt. Watching some of these other Police Chiefs across the country and how incompetent they are, we are very fortunate that we have a very competent Sheriff and that should be well known throughout the community. I think you guys also have taken a bum rap from me and from some other people that have criticized a lot of the things you do; that's what we're supposed to do, is keep you, your feet to the fire. Personal attacks on each of you I don't agree with; I think that's inappropriate. I try not to mention a person by name when I'm saying something, you know who I'm talking about and everything, but there's no sense on getting nasty about it. I think talking about these contracts with these developers it really has become a sore point that we see all these developers suing the County because they aren't getting what they want. Well, I'll be honest with you, we're not getting what we wanted from them in the first place. They made an agreement and they didn't live up to it. Take away their right to build their buildings, maybe that'll get their attention. Play hardball with them; they're playing hardball with you and everything. So, that's just plain old common sense. Any of the lawsuits I've ever been involved in is you go for the maximum and then you'll be happy with what you get when you get less than that and stuff, but you don't just roll over and give them what they want. Our County people seem to be very cooperative at trying to help a developer get what they want. Maybe they shouldn't be quite so cooperative and say you approve, you agreed to this, now stick to it, otherwise, you aren't going to get what you want. One of the things that I was talking about earlier is

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consultant fees. It seems, I wasn't here at the last meeting, so I didn't catch any of the stuff that was going on about getting a consultant to tell you how much tax to raise and all this kind of stuff. A lot of people don't like that; they think you're spending too much money on consultants, that some of this stuff that you're sending out is what we hired you to do and now you're hiring the County staff to do that, that's fine, but then they're hiring a consultant to come back and tell you all what to do, 30 seconds, and that is a problem that's out there. I don't know how much you've spent in total, I didn't keep track of that, I don't need to keep track of that, it's just common sense, it's a perception, perception usually becomes the rule and everything. So, that's one of the things that a lot of people talk to me about; what did they do this time when you went to the meeting and everything? For the most part, I say, well, they did pretty good. Today, you did pretty good, you know, not approving the Fire Department. You're going to have trouble with them. You could tell from the body language of the one individual that stood up here and talked she didn't give a damn about what you guys thought and you're going to have a problem there. But anyway, good thing you stood your ground. Thank you.

Chairwoman Hales speaks:
Thank you, Mr. Jackson and Merry Christmas. All right. We are adjourned.

13. ADJOURNMENT

There being no further business to come before the Board of County Commissioners, the meeting adjourned at 2:37 PM.

Respectfully submitted:

_____
Sharla Hales, Chairwoman
Douglas County Board of County Commissioners

ATTEST:

_____
Amy Burgans, Clerk-Treasurer

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AGENDA ITEM NO. 7.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: January 22, 2026

TIME REQUIRED:

AGENDA: **DOUGLAS COUNTY LIQUOR BOARD**

TITLE:
For possible action. Discussion to approve the Packaged Retail Liquor and Restricted Gaming License for Truman Enterprise II, Inc., dba 7-11 Store #23074E. 7-11 Store #23074E is represented by Owner Imran Ali Rana and has signed a Waiver of Notice of Hearing. 7-11 Store #23074E is located at 1060 US Highway 395N Gardnerville, Nevada 89410. (Captain Jon Storke)

RECOMMENDED MOTION:
Approve the Packaged Retail Liquor and Restricted Gaming License for Truman Enterprise II, Inc., dba 7-11 Store #23074E, as presented.

FINANCIAL IMPACT:

$750 collected towards general fund revenue account 101.000.341.211 applicants license fee.

BACKGROUND:

Owner Imran Ali Rana has signed a waiver of Notice of Hearing and has cleared the background check. 7-11 Store #23074E is located at 1060 US Highway 395N Gardnerville, Nevada 89410. The mailing address is P.O. Box 139044, Dallas, Texas 75313.

ATTACHMENTS:

AGENDA ITEM NO. A.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: January 22, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept the 2025 Annual Statistical Report for the Department of Alternative Sentencing in accordance NRS 211A.110. (Yvette Doan, Chief Alternative Sentencing Officer)

RECOMMENDED MOTION:
Accept the 2025 Annual Statistical Report for the Department of Alternative Sentencing as presented.

FINANCIAL IMPACT:
None

BACKGROUND:
In accordance with NRS 211A.110(6), the Chief of the Department of Alternative Sentencing is required to submit a written report, on or before January 31 of each year, to the Board of County Commissioners and to each court having jurisdiction over a probationer or a supervised releasee under the chief's supervision, setting forth in detail the activities of the department during the previous calendar year. The report must include statistical data concerning the department's activities and operations and the probationers or the supervised releasees who were under the supervision of the department during that period.

ATTACHMENTS:
DAS 2025 Statistical Report.pdf

Department of

ALTERNATIVE SENTENCING

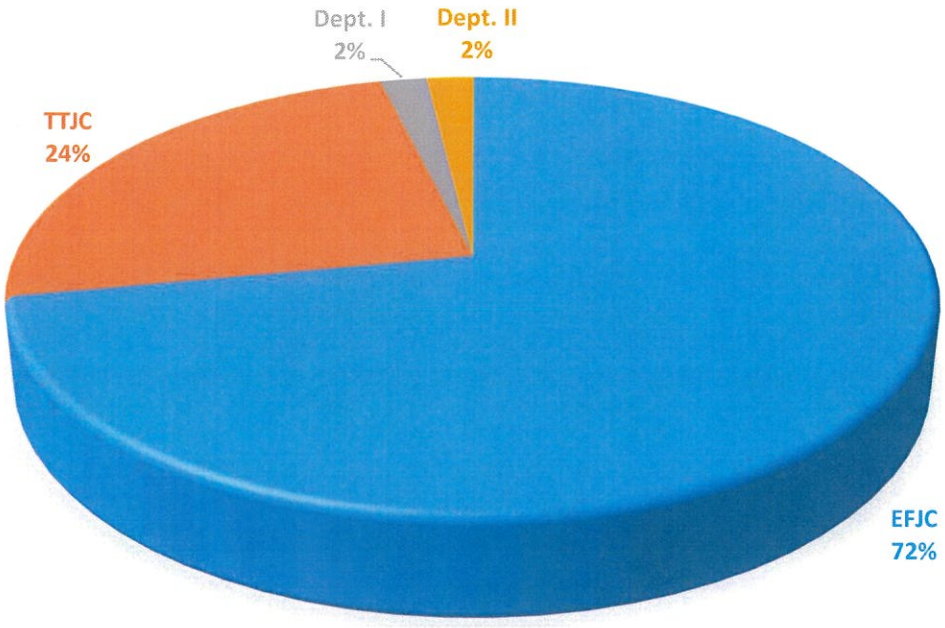
Douglas County

Yvette Doan, Chief

Statistical Data January 1, 2025 to December 31, 2025

Cases Assigned and Significant Data

- Total Cases (probation and pre-trial release) assigned by the courts 553
- EFJC -410; TTJC–138; Department I – 11; Department II – 11
- Total Formal Probation Cases 111
- Total Pre-trial Release Cases 482



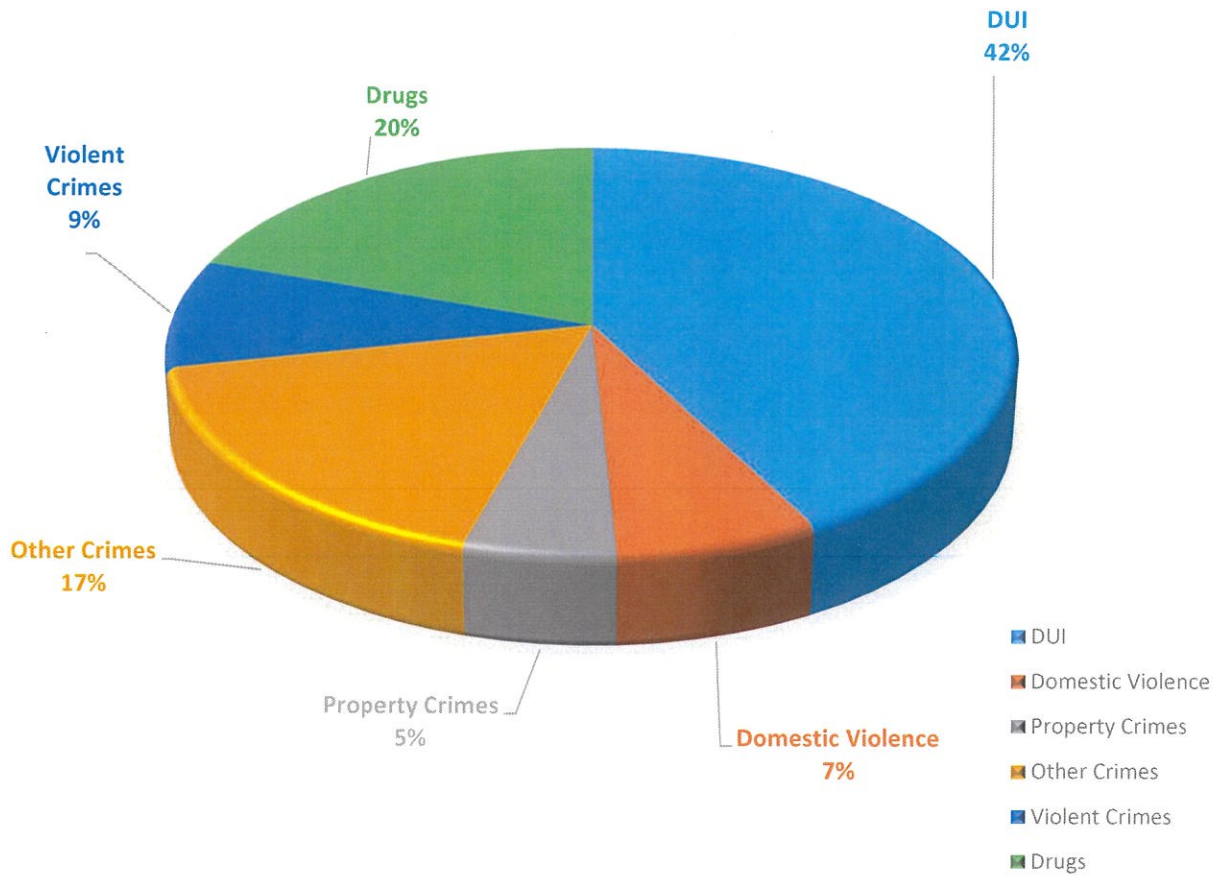
Additional Data

- Number of alleged violations committed by defendants on Probation or Pre-trial Release 866
- Number of defendants arrested for violations 199
- Number of defendants revoked and served their original sentence 21
- Number of probationers who successfully completed probation 90

Number of New Formal Probation Cases

• DUI	49
• Battery that Constitutes Domestic Violence	8
• Property Crimes	6
• Other Crimes	20
• Crimes of Violence	10
• Drugs	26

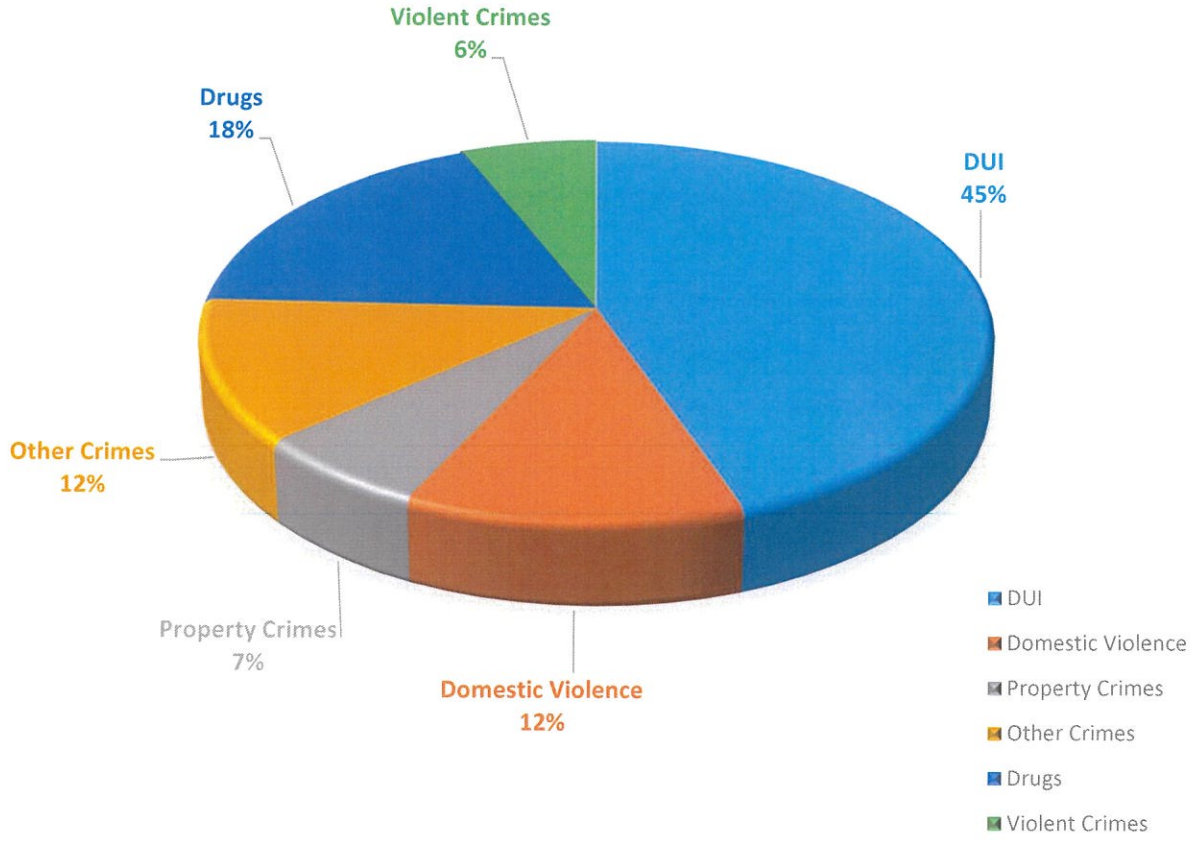
NEW PROBATION CASES BY PERCENTAGE



Number of Alleged Offenses by Defendants Placed on Pre-trial Release

• DUI	229
• Battery that Constitutes Domestic Violence	64
• Drugs	93
• Property Crimes	34
• Other Crimes	62
• Violent Crimes	32

PRE-TRIAL RELEASE CASES BY PERCENTAGE

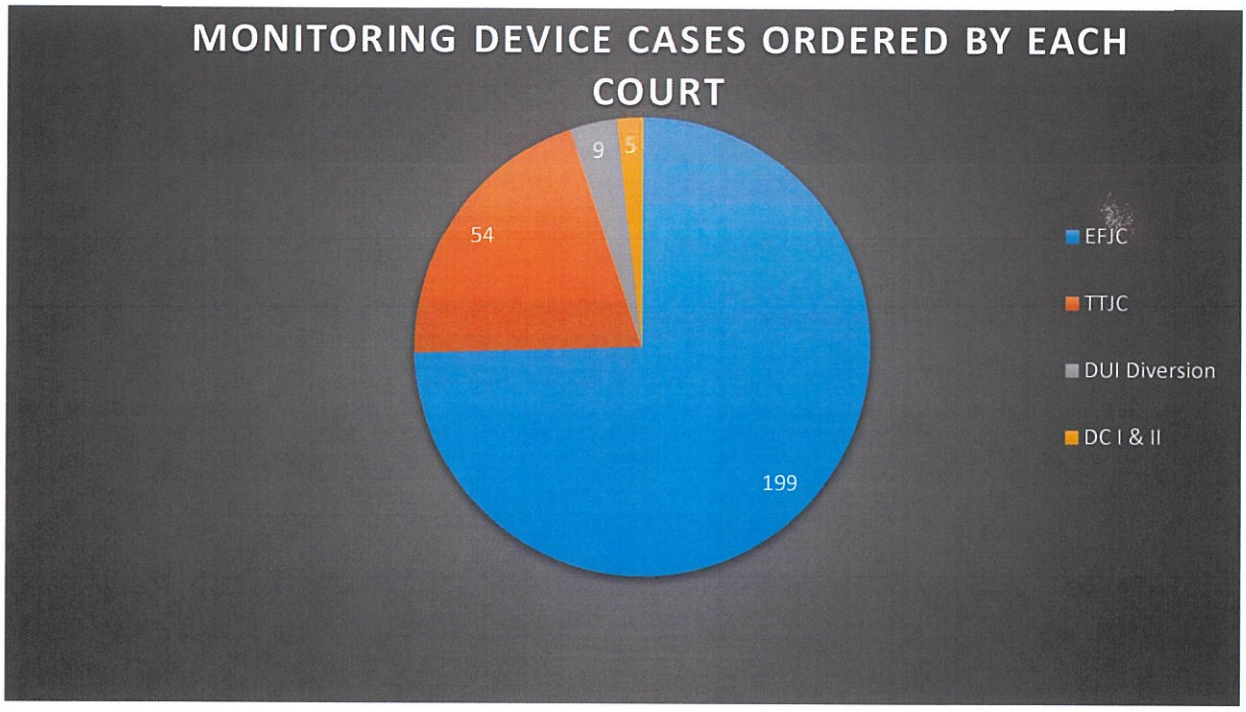


Residential Confinement and/or Global Positioning Satellite Tracking(GPS), Transdermal Alcohol Devices (TAD), Remote Breath Devices(RB)

• Number of defendants assigned on GPS, TAD, and/or RB devices	210
• Total number of days defendants ordered on monitoring devices	14,200

Breakdown of <u>All</u> Electronic Monitoring Ordered by each Court (GPS, CAM & Remote Breath)

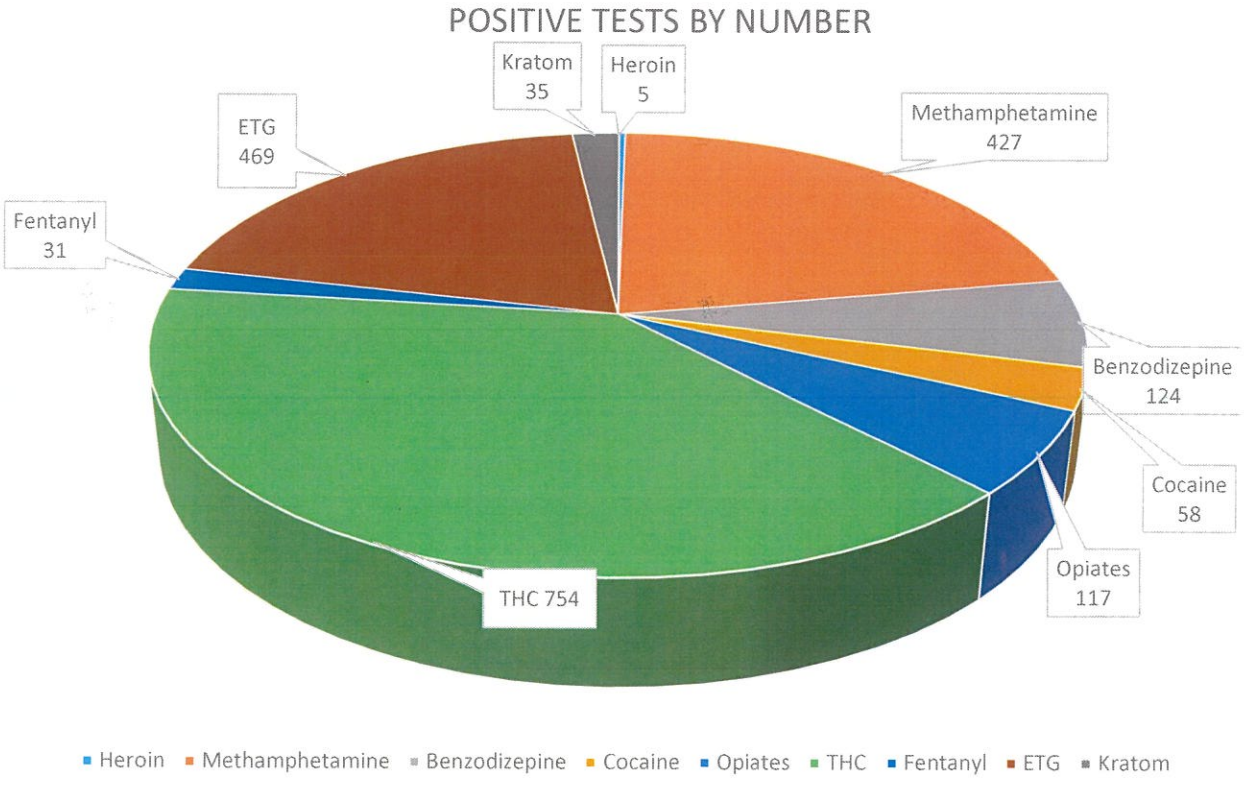
• Total number of defendants ordered onto monitoring out of EFJC	199
• Total number of days defendants ordered on monitoring devices out of EFJC	9,663
• Total number of defendants ordered onto monitoring out of TTJC	54
• Total number of days defendants ordered on monitoring devices out of TTJC	3,218
• Total number of defendants ordered onto residential confinement for DUI Diversion	9
• Total number of days defendants on residential confinement for DUI Diversion	1,127
• Total number of defendants ordered onto monitoring out of DC I	2
• Total number of defendants ordered onto monitoring out of DC II	3
• Total number of days defendants ordered on monitoring devices out of District Courts	129



Drug/Alcohol Specimen Samples Analyzed (Each sample is NOT tested for all assays)

- Number of tests conducted (this number reflects the actual number of assays ran per urine sample, not the number of persons or specimens) 50,197

- Number of positive tests 2,243
- Number of missed tests for failure to appear for random drug screening 469
- Number of positive tests for Heroin 5
- Number of positive tests for Methamphetamine 427
- Number of positive tests for Benzodiazepine 124
- Number of positive tests for Cocaine 58
- Number of positive tests for Fentanyl 31
- Number of positive tests for Ethyl Glucuronide 381
- Number of positive tests for Opiates 117
- Number of positive tests for THC (Marijuana) 754
- Number of positive tests for Mitragynine (Kratom) 35



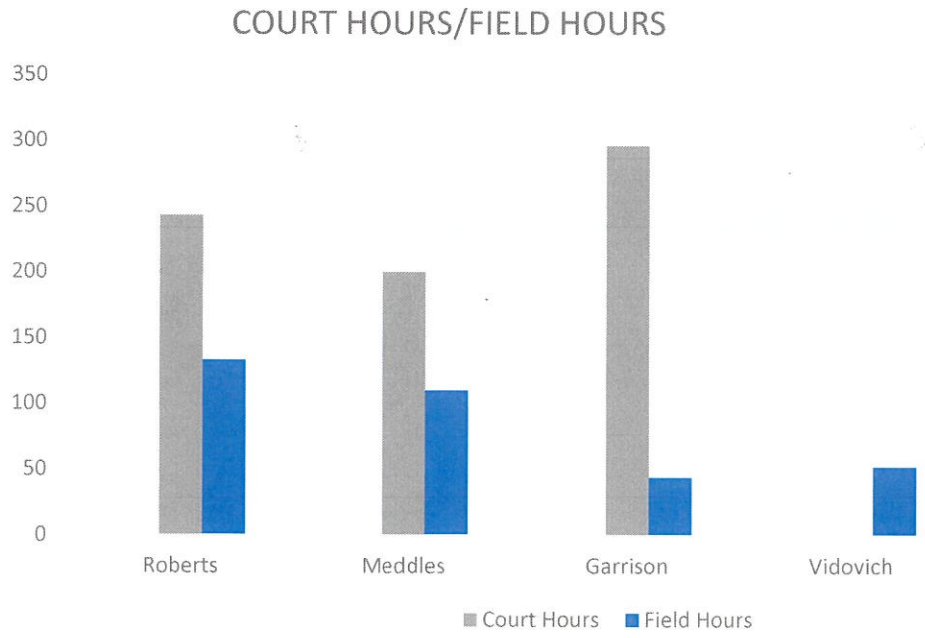
Laboratory Statistics

• Number of specimens (UA's) analyzed (includes all agencies)	7,119
• Number of positive specimens submitted by defendants	1,730
• Average number of defendant specimens analyzed in laboratory per month	593

Scheduled Regular Hours Worked by Officers

• Chief Alternative Sentencing Officer Doan	1,720
• Alternative Sentencing Officer Roberts	1,790
• Alternative Sentencing Officer Meddles	1,720
• Alternative Sentencing Officer Garrison	1,811
• P/T SVRT Alternative Sentencing Officer Vidovich	950

Total hours devoted to field compliance checks		**Total hours devoted to court**
• Officer Roberts	133	243
• Officer Meddles	110	200
• Officer Garrison	44	296
• P/T Officer Vidovich	52	0



Kiosk Testing- From January 1, 2025 to September 30, 2025- Grant funding ended.

Number Offenders testing on the Kiosk	47
Number of tests conducted	575

Fees/Grant Funding Collected for deposit into the general fund

• Probation Fees	$35,239.00
• Residential Confinement GPS/CAM	$138,544.00
• Drug/Alcohol Testing Fees	$29,388.00
• Special Victims Response Team (Domestic Battery Grant)	$30,796.64
Total Revenue	$ 233,967.64

January 13, 2026

Yvette Doan
Chief Alternative Sentencing Officer

AGENDA ITEM NO. B.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: January 22, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve an increase in the annual purchase order with Carson Valley Vet from $54,000 to $79,000, and approve a transfer within the purchase order of $10,000 from professional services to rabies ($5,000) and sterilization ($5,000). (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Approve an increase to the annual purchase order with Carson Valley Vet to $79,000 and approve a transfer within the purchase order of $10,000 from professional services to rabies ($5,000) and sterilization ($5,000).

FINANCIAL IMPACT:
The increase will be paid for using restricted funds and will be funded as follows:
The $25,000 increase in sterilizations (297-714 550.156) will be funded out of Assigned Use-Animal Services (297-714 550.155), which has an available fund balance of $173,116.00.

Additionally, the transfer within the purchase order will reduce the allocation to professional services by $10,000 and increase the allocation to rabies (297-714 550.157) and sterilization (297-714 550.156) by $5,000 each.

BACKGROUND:
The Douglas County animal shelter utilizes local veterinary offices for animal care services throughout the year. During the current fiscal year, the expenses from Carson Valley Vet have been higher than the original estimated amount, causing a need for an increase to the annual blanket purchase order.

ATTACHMENTS:
Budget Transfer.pdf

Douglas County Finance Department

Budget Transfer Request Form

Request Date 1/15/2026 **Requested By** Geoff Bonar

Fiscal Year 25/26 **Fund/Dept** 297/714

	Account Name	GL Account # xxx-xxx xxx.xxx format	Project*	Revenue Increase	Revenue Decrease	Expenditure Increase	Expenditure Decrease
1	Assigned Use - Animal Services-S	297-714 550.156					10,000
2	Assigned Use - Animal Services-S	297-714 550.156				5,000	
3	Assigned Use - Animal Services-R	297-714 550.157				5,000	
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	-	-	10,000	10,000
			Net Change	-		-	

Purpose Reallocate expenses within the Animal Care and Services Fund

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

Department Head Name **Brook Adie** **Signature** _____

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. C.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: January 22, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to retroactively approve an Interlocal Agreement between Carson City Health and Human Services and Douglas County for Douglas County to receive American Rescue Plan Act (ARPA) funds for Comprehensive Reproductive Services, in the amount of $29,367, for Fiscal Year 2025-26, including the dates of July 1, 2025, through June 30, 2026, and $10,614 for Fiscal Year 2026-27, covering the period of July 1, 2026, through December 31, 2026. (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Retroactively approve an Interlocal Agreement between Carson City Health and Human Services and Douglas County for Douglas County to receive ARPA funds for Comprehensive Reproductive Services as presented.

FINANCIAL IMPACT:
The Community Health Clinic will retroactively receive $29,367 for the Fiscal Year 2025-26, including the dates of July 1, 2025, through June 30, 2026, and $10,614 for Fiscal Year 2026-27, covering the period of July 1, 2026, through December 31, 2026, to fund Comprehensive Reproductive Services within the Clinic to include lab testing, equipment for the lab, pharmacy and colposcope.

BACKGROUND:
Carson City Health and Human Services has received ARPA funding for Comprehensive Reproductive Services and has agreed to subgrant the funds to the Douglas County Community Health Clinic in the form of an interlocal agreement. The interlocal agreement will function similar to a grant and requests for reimbursement will be done within 15 days after the end of the proceeding calendar month, accompanied by detailed summaries of the expenditures.

ATTACHMENTS:
DCCH Interlocal for ARPA CRS Funding_Final.pdf
Grant Form.pdf

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract for Clinical Services Funding

Between

Carson City
on behalf of its
Department of Health and Human Services
900 E. Long Street
Carson City, NV 89706
775-887-2100
Fax 775-887-2286

and

Douglas County
1594 Esmeralda Ave.
Minden, NV 89423
775-782-9821
Fax 775-782-6255

This Interlocal Contract Between Public Agencies (the "Contract") is made and entered into by and between Carson City, a consolidated municipality and political subdivision of the State of Nevada ("Carson City"), on behalf of its Department of Health and Human Services ("CCHHS") and Douglas County, a political subdivision of the State of Nevada ("Douglas County"), both of which are public agencies as defined by NRS 277.100. Carson City and Douglas County are at times collectively referred to as the "Parties" or individually as the "Party".

RECITALS

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, the Parties recognize the benefit of entering into collaborative partnerships with adjoining county agencies to improve the quality of life, health, and social services in rural communities and further recognize the need for clinical health services and programs to reduce the burden of disease and ensure the public's health and welfare in the community; and

WHEREAS, it is deemed that the services to be provided by Carson City, through CCHHS, as hereinafter set forth are both necessary to Douglas County and in

the best interests of the Parties and the State of Nevada; and

WHEREAS, NRS 277.180(3) provides that the authorized purposes for contracts made pursuant to NRS 277.180 include joint use of personnel, equipment and facilities for the promotion and protection of health, comfort, safety, life, welfare and property of the inhabitants of the counties and cities that are parties to the contract; and

WHEREAS, by entering into this Contract, the Parties will be able to provide greater services to the residents of their respective communities as described in this Contract;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties mutually agree as follows:

TERMS

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by an appropriate official action of the governing body of each Party.

2. CONTRACT TERM. This Contract shall be effective July 1, 2025, through December 31, 2026, unless sooner terminated by either Party as set forth in this Contract. If the governing body of either Party approves this Contract after July 1, 2025, the Contract shall be retroactive to July 1, 2025.

3. TERMINATION. This Contract may be terminated unilaterally by either Party, or by mutual consent of both Parties prior to December 31, 2026, subject to the following:

   a. If mutual termination is desired and agreed upon, the termination may occur as soon as both Parties agree the Contract may be terminated.

   b. If unilateral termination is desired by either Party, the terminating Party must serve written notice of intent to terminate the Contract upon the respective Department Director of the other Party.

   c. A unilateral termination shall not be effective until 90 days after the terminating Party has served written notice upon the other Party.

   d. The Parties expressly agree that this Contract shall be terminated immediately if, for any reason, federal, state, or local funding necessary to satisfy this Contract is withdrawn, limited or impaired.

4. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, or mailed by certified mail, return receipt requested,

postage prepaid on the date posted, and addressed to the other Party at the address set forth above.

5. SERVICES TO BE PERFORMED. The Parties agree that the services to be performed shall be those clinical health services and programs described in sub-section 6.a below.

6. CONSIDERATION.

a. Carson City agrees to provide to Douglas County with American Rescue Plan Act ("ARPA") Comprehensive Reproductive Services ("CRS") funding for the amounts and purposes outlined below:
    - July 1, 2025 – June 30, 2026: $29,367
        - Operating - $20,767
            - Lab testing for uninsured patients $6,267
            - Lab testing materials and contraceptives $14,500
        - Other - $8,600
            - To include, but not be limited to, laboratory refrigerator, countertop pharmacy, and coloscope
    - July 1, 2026 – December 31, 2026: $10,614
        - Operating - $10,614
            - Lab testing for uninsured patients $3,314
            - Lab testing materials and contraceptives $7,300

b. Douglas County agrees to submit requests for payment in writing no later than fifteen (15) days after the end of each calendar month and must include a detailed summary of the expenditures reported in a form that supports the approved budget.

7. ASSENT. The Parties agree that the terms and conditions listed on any incorporated Exhibits of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided therein.

8. BOOKS & RECORDS, INSPECTION & AUDIT, & RETENTION.

a. Books and Records. Each Party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each Party agrees that the relevant books, records (written, electronic, computer-related or otherwise), including but not limited to, relevant accounting procedures and practices of the Party, financial statements and

supporting documentation, and documentation related to clinical health services, programs or work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice to any Party.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained for a minimum of seven (7) years due to the use of federal funds. The retention period runs from the date of termination of this Contract. The retention period shall be extended when an audit is scheduled to occur or in progress for a period reasonably necessary to complete an audit or to complete any administrative or judicial litigation which may ensue.

9. BREACH; REMEDIES. Failure of either Party to perform any obligation of this Contract shall be deemed a breach of this Contract. Except as otherwise provided for by law or this Contract, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party's reasonable attorneys' fees and costs incurred. It is specifically agreed that reasonable attorneys' fees shall be set at $125 per hour for attorneys employed by the Parties.

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

11. LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Both Parties agree that they will not seek punitive damages nor shall punitive damages be awarded to either Party. 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 Carson City or Douglas County.

12. INDEMNIFICATION.

a. To the fullest extent of limited liability allowed under law, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Party or person described in this Paragraph.

b. The indemnification obligation under this Paragraph is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's actual notice of any actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified or arbitration with legal counsel of its own choice.

13. INDEPENDENT PUBLIC AGENCIES. The Parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each Party is and shall be a public agency separate and distinct from the other Party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other Party.

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

15. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of competent jurisdiction, then this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

16. ASSIGNMENT. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other Party.

17. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code or any other documents or drawings, prepared or in the course of preparation by either Party in performance of its obligations under this Contract shall be the joint property of both Parties.

18. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is made confidential by statutory law, common law, or any privilege.

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

20. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Contract on behalf of each Party has full power and authority to enter into this Contract.

21. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the jurisdiction of the First Judicial District Court of Nevada for enforcement of this Contract.

22. ENTIRE AGREEMENT AND MODIFICATION. This Contract constitutes the entire agreement of the Parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the Parties unless the same is in writing and signed by the Parties.

THIS SPACE INTENTIONALLY LEFT BLANK

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

CARSON CITY

_____

Lori Bagwell, Mayor (Date)

Attest:

By: _____

William Scott Hoen, Carson City Clerk/Recorder (Date)

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

DOUGLAS COUNTY

_____

Sharla Hales, Chairwoman (Date)
Douglas County Board of Commissioners

Attest:

By: _____

Amy Burgans, Douglas County Clerk/Treasurer (Date)

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	1/6/2026	**Fund-Department #**	216 552
Project Number	26F19	**Fund-Department Name**	Community Health Nurse
Grant Title	Community Health Nurse ARPA funding		
Grant Purpose	Community Health Services and Supplies		
Awarding Entity	Carson City Department of Health and Human Services from ARPA funds		
Total Grant Funds	$ 39,981.00		
Grant Start Date	7/1/2025	**End Date**	12/31/2026
Grant Type	☐ Federal- Enter CFDA ☑ State ☐ Other	(description of Other)	
Federal CFDA#		**Agreement Number**	None given
Method of Funding	☐ Advance ☑ Reimbursement		
Reporting Frequency	☑ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually ☐ Upon Completion		
Reporting Due By	15th	**(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		

	Fund	Dept		
Fund-Department #	216	552	**Project Number**	**26F19**
Fund-Department Name	Community Health Nurse			

Financial Information

Source of Funds

(Name of Awarding entity)

Revenue				
216-000 331.500	Grant Revenue - Federal	$ -	$ -	$ -
216-000 331.510	Grant Revenue - State	$ 29,337.00	$ 10,614.00	$ -
216-000 360.300	Grant Revenue - Non-Govt.	$ -	$ -	$ -
	Total Revenue	$ 29,337.00	$ 10,614.00	$ -
	Match - Non Grant Reimbursement	$ -	$ -	$ -

Expenditures

		First Year	Second Year	Third Year
Various	Salaries & Benefits	$ -	$ -	$ -
216-552 521.100	Professional Services	$ 6,267.00	$ 3,314.00	$ -
216-552 520.147	Family Planning Supplies	$ 14,500.00	$ 7,300.00	$ -
216-552 533.802	Small Equipment	$ 8,600.00	$ -	$ -
216-552 520.116	Vehicle Maint - Co	$ -	$ -	$ -
216-552 520.156	Insurance	$ -	$ -	$ -
216-552 533.800	Office Supplies	$ -	$ -	$ -
216-552 520.085	Communications	$ -	$ -	$ -
216-552 532.050	Food Commodities	$ -	$ -	$ -
216-552 000.000	Operating Expense	$ -	$ -	$ -
216-552 000.000	Maint Bldg & Grounds	$ -	$ -	$ -
216-552 562.100	Grants-Capital Outlay	$ -	$ -	$ -
		$ -	$ -	$ -
		$ -	$ -	$ -
	Subtotal Expenses	$ 29,367.00	$ 10,614.00	$ -

Total Expenditure	$ 29,367.00	$ 10,614.00	$ -
Total Match	$ -	$ -	$ -

Where will match funds come from?

Grant Awarded Funds

Year	Amount
FY25-26	$ 29,337.00
FY26-27	$ 10,614.00
FY27-28	$ -
Total	$ 39,951.00

AGENDA ITEM NO. D.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: January 22, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a contract between Douglas County and Rec Technologies for the provision of Parks and Recreation software and related services to the Community Services Department for a total cost of $119,000 for the initial three-year contract term, with a Douglas County option to renew the agreement for an additional two years at a cost of $40,000 per year; and approve the four-times-per-month remittance schedule for fees paid to Douglas County through the Rec Technologies software platform as specified in the contract. (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Approve a contract between Douglas County and Rec Technologies for the provision of Parks and Recreation software and related services to the Community Services Department for a total cost of $119,000 for the initial three-year contract term, with a Douglas County option to renew the agreement for an additional two years at a cost of $40,000 per year; and approve the four-times-per-month remittance schedule for fees paid to Douglas County through the Rec Technologies software platform as specified in the contract.

FINANCIAL IMPACT:

Approval of this item will result in an annual expenditure of $35,000 for Parks and Recreation software services, increasing to $40,000 in year three of the contract, in addition to a one-time implementation cost of $9,000. All costs associated with this contract will be funded through the Douglas County Community Services Room Tax budget. Approval of the proposed four-times-per-month remittance schedule will not increase the total contract cost and is intended solely to support efficient financial administration.

Sufficient funds are currently budgeted within the Room Tax Fund, account 234-810-533.806

(Software), to cover the annual software cost of $35,000. The one-time implementation fee will be funded through the Professional Services accounts, split between accounts 234-805-521.100 and 234-810-521.100.

BACKGROUND:

Douglas County Community Services requests authority to enter a contract with Rec Technologies for the implementation of a comprehensive Parks and Recreation software system. This system will be utilized by both patrons who access Douglas County Community Services facilities and programs, as well as by Community Services staff for daily operational needs.

Douglas County Community Services is currently under contract with Civic Plus; however, several operational challenges have been identified with the existing software platform. These concerns include a registration and checkout process that is difficult for residents to navigate—particularly on mobile devices—which has contributed to reduced participation and revenue. Additionally, current system limitations restrict the ability to offer all facilities for online reservations, resulting in lost revenue opportunities and time-intensive manual processes. The outdated nature of the software also hinders staff from efficiently completing day-to-day administrative tasks, including exporting data to essential County systems. Furthermore, the platform lacks flexible reporting tools, limiting staff's ability to provide thorough and timely information to County leadership and the community.

Transitioning to Rec Technologies will allow Douglas County Community Services to modernize its operations and better serve residents by increasing mobile accessibility, improving program and facility discovery to grow revenue, expanding beyond current programming limitations, and significantly reducing staff time spent on manual processes. Rec Technologies offers a cutting-edge solution designed to enhance service delivery and resident engagement, directly supporting Douglas County's Strategic Plan goals of Serving Our Community with Quality Services and Enhancing Residents' Quality of Life.

The proposed implementation timeline for the new software is February 2026 through June 2026, with a full launch to staff and the community anticipated in July 2026.

ATTACHMENTS:

2026 Rec Remittance Schedule.pdf
Park and Rec Memo - RecTech.pdf
1.6.26 Updated Services Agreement Rec Tech Services.pdf

Rec Technologies Remittance Schedule 2026

Billing Period	Rec Issues Payment By	ACH Expected
January 1-7	January 12	January 13-15
January 8-15	January 21	January 22-26
January 16-22	January 27	January 28-30
January 23-31	February 4	February 5-9
February 1-7	February 11	February 12-17
February 8-15	February 19	February 20-24
February 16-22	February 25	February 26-March 2
February 23-28	March 4	March 5-9
March 1-7	March 11	March 12-16
March 8-15	March 18	March 19-23
March 16-22	March 25	March 26-30
March 23-31	April 3	April 6-8
April 1-7	April 10	April 13-15
April 8-15	April 20	April 21-23
April 16-22	April 27	April 28-30
April 23-30	May 5	May 6-8
May 1-7	May 12	May 13-15
May 8-15	May 20	May 21-26
May 16-22	May 28	May 29-June 3
May 23-31	June 4	June 5-9
June 1-7	June 10	June 11-15
June 8-15	June 18	June 22-24
June 16-22	June 25	June 26-30
June 23-30	July 6	July 7-9
July 1-7	July 10	July 13-15
July 8-15	July 20	July 21-23
July 16-22	July 27	July 28-30
July 23-31	August 5	August 6-10
August 1-7	August 12	August 13-17
August 8-15	August 19	August 20-24
August 16-22	August 26	August 27-31
August 23-31	September 3	September 4-9
September 1-7	September 10	September 11-15
September 8-15	September 18	September 21-23
September 16-22	September 25	September 28-30
September 23-30	October 5	October 6-8
October 1-7	October 13	October 14-16
October 8-15	October 20	October 21-23
October 16-22	October 27	October 28-30

October 23-31
November 1-7
November 8-15
November 16-22
November 23-30
December 1-7
December 8-15
December 16-22
December 23-31

November 4
November 12
November 18
November 25
December 3
December 10
December 18
December 28
January 6 (2027)

November 5-9
November 13-17
November 19-23
November 27-December 1
December 4-8
December 11-15
December 21-23
December 29-31
January 7-11 (2027)

AMY BURGANS
CLERK-TREASURER
website: cltr.douglasnv.us

Clerk's Office *(775) 782-9014*
Treasurer's Office *(775) 782-9018*
Tahoe General Services *(775) 586-7270*

Date: January 8, 2025

To: Brook Adie

From: Amy Burgans

Regarding: RecTech Software

The Douglas County Parks and Recreation Department has submitted a contract for the use of RecTech Software for purchasing, which has been brought to my office for review. The agreement stipulates that deposits of funds collected on behalf of Parks and Recreation will be made into the Douglas County bank account four times a month.

According to Douglas County Code 3.03.040:
(A) All monies received by the offices of the county must be deposited into the banking system on or before the next regular working day following the day of receipt.

It is important to note that while the proposed contract does not fully comply with the County Code, the cited section allows for exceptions granted by the County Treasurer:
I. Exceptions to this section shall only be permitted with the written approval of the county treasurer or his designees and the approval of the county commissioners.

The following benefits of utilizing the RecTech software system by the Parks and Recreation Department support the case for the Douglas County Treasurer's approval:

- Streamlined purchasing processes leading to increased efficiency.
- Enhanced tracking of financial transactions for better accountability.
- User-friendly interface that maximizes customer satisfaction and automated registration.
- Improved reporting capabilities that facilitate better decision-making.
- Increased customer satisfaction by enabling quicker processing of transactions.

Let this memo serve as formal approval to proceed with the adoption of RecTech software systems within the Parks and Recreation Department.

Amy Burgans
Douglas County Clerk/Treasurer

Docusign Envelope ID: 4D6B06AB-88E7-4071-AE77-5793139F5C28

REC TECHNOLOGIES INC.
SERVICES AGREEMENT

Client and Rec share the goal of increasing community participation. Client desires to make its facilities and programming offerings available to residents and to otherwise take advantage of the administrative, scheduling, and transactional, and marketing functions of the Rec Platform to help get the local community active. Rec also desires to give Client access to the Rec Platform in a way that improves the day-to-day operations for the Client.

This Services Agreement ("Agreement") is made as of _____ (the "Effective Date"), by and between Douglas County Parks & Recreation ("Client") and Rec Technologies Inc. ("Rec"). Client and Rec are referred to herein collectively as the "Parties," and each as a "Party."

This Agreement is comprised of the following Schedules which are incorporated into and made a part of this Agreement:

Schedule 1 (Services)

Schedule 2 (Fee Schedule)

Schedule 3 (Marketing & Promotional Commitments)

Schedule 4 (Scope of Work)

1. Services. Rec owns and operates a proprietary technology platform (the "Rec Platform") that powers the management and use of facilities such as racquet courts, sports fields, aquatics centers and other recreational spaces, which may include opportunities for Rec's authorized users to view schedules and play guidelines, book programming and reserve such spaces for recreational use, lessons, and other facilitated or unfacilitated activities (collectively, the "Services"). Client shall be entitled to the Services set forth in Schedule 1 (attached hereto) at the negotiated rates set forth in Schedule 2 (attached hereto). In addition to the Services set forth in Schedule 1, Client may also opt in to additional services as approved in writing (via amendment or email) by the Parties hereto. Use of the premises and the Services shall at all times be subject to Client's resident terms of use and Rec's published community guidelines.

2. Term; Termination.

(a) Term. This Agreement commences on the Effective Date and continues through June 30, 2029, unless earlier terminated in accordance with the terms of this Agreement (the "Initial Term"). Unless otherwise set forth herein, upon expiration of the Initial Term, this Agreement will automatically renew for two (2) additional consecutive one-year (1-year) periods (each, a "Renewal Term" and, collectively with the Initial Term, the "Term"), unless and until either party gives the other at least ninety (90) days' prior written notice. Fees during any Renewal Term shall be the same as that of the previous term unless Rec provides Client with notice of a pricing change, in which case such pricing change will go into effect during the next Renewal Term.

(b) Termination. Either Party may terminate this Agreement immediately by written notice to the other Party in the event of (i) the other party materially breaches the Agreement and does not cure such breach within thirty (30) days following written notice thereof or (ii) either Party makes a general assignment for the benefit of creditors, is adjudicated as bankrupt or insolvent, commences a case under applicable bankruptcy laws or files a petition seeking reorganization.

Docusign Envelope ID: 4D6B06AB-88E7-4071-AE77-5793139F5C28

(c) Effect of Termination. Upon expiration or termination of this Agreement, (i) the rights and licenses granted to Client hereunder will terminate immediately and Client shall be responsible for all Fees due as of the date of termination as set forth in Schedule 2 hereto, (ii) Client will immediately cease all use of the Rec Platform and (iii) each Party will return or destroy and make no further use of any Confidential Information belonging to the other Party.

3. Representations & Warranties

(a) Each Party represents to the other that it is a valid legal entity and is in good standing or validly existing under the laws of the state of its formation and residence. Each Party represents that it has all the requisite legal power and authority to execute, deliver and perform its obligations under the Agreement; that the execution, delivery and performance of the Agreement has been duly authorized; that the Agreement is enforceable in accordance with its terms; and that no approval, authorization or consent of any governmental or regulatory authorities is required to be obtained or made in order for it to enter into and perform its obligations under the Agreement.

(b) EXCEPT FOR THE LIMITED PERFORMANCE WARRANTY STATED ABOVE, REC AND ITS AFFILIATES AND SUPPLIERS DO NOT REPRESENT THAT CLIENT'S USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES OR DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICES AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CLIENT'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE STATED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY ANY PARTY OR THIRD PARTY. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY MADE ABOVE, THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS. CLIENT ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CLIENT'S PURPOSES.

4. Indemnification

(a) Each party (the "Indemnifying Party") shall fully indemnify, defend and hold harmless the other party and its officers, directors, employees, agents, successors and assigns (the "Indemnified Party") from and against any and all third party claims, damages, liabilities, losses, and expenses (including any and all reasonable attorney fees, expenses and costs) incurred by or asserted against any Indemnified Party of whatever kind or nature due to (a) a breach or alleged breach by the Indemnified Party of any representation or warranty in this Agreement, and/or (b) a claim related to the negligent acts or negligent failure to act, errors, omissions, or willful misconduct of the Indemnifying Party, its employees, agents, or contractors. The Indemnified Party shall promptly notify the Indemnifying Party of any such claims, suits and actions, and upon request, provide reasonable assistance to the Indemnifying Party. The Indemnifying Party shall not enter into any settlement or compromise related thereto that contains an admission on the part of the Indemnified Party or otherwise negatively impacts the Indemnified Party in any manner without the prior written consent of the Indemnified Party.

5. Intellectual Property

(a) Ownership. Except as expressly set forth herein, Rec and its licensors own all rights, including Intellectual Property Rights, in the Services and any information included therein (excluding any Client

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Data), including software and other technology underlying the Services and any individual user account data and records, any modifications, enhancements, customizations, updates, revisions or derivative works of the Services or such technology or information. No transfer of ownership will occur under this Agreement.

(b) Client Data. Except as expressly set forth herein, Client will own all worldwide right, title and interest in and to all Client Data and Rec will not obtain any ownership rights or interests in such data. Client hereby grants to Rec a non-exclusive license to use, reproduce, modify and distribute copies of and make available the Client Data and to sublicense such rights as is necessary to provide the Rec Platform to Client. "Client Data" will mean all data and information submitted to the Rec Platform under the account of an employee, consultant, contractor or agent of Client.

(c) Restrictions. Client will not, and will not allow any third party to (i) modify, copy or otherwise reproduce the Rec Platform or content available therein in whole or in part except as may otherwise be agreed upon by the Parties in writing, (ii) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code form or structure of the software used in the Rec Platform, (iii) provide, lease or lend the Rec Platform to any third party except as expressly authorized hereunder, (iv) remove any proprietary notices or labels displayed on the Rec Platform, (v) modify or create a derivative work of any part of the Rec Platform, (vi) use the Rec Platform for any unlawful purpose, or (vii) "frame" or "mirror" any of Rec's content which forms part of the Rec Platform. All rights not expressly granted to Client under this Agreement are reserved by Rec.

6. Equal Opportunity. Rec will not discriminate against any employee, applicant for employment, agent or subcontractors, or in the selection thereof, because of race, religion, color, national origin, marital status, sex, disability, sexual orientation or age. Rec will take such actions as are reasonably necessary to ensure that employees, applicants for employment, agents or subcontractors, are treated without regard to their race, religion, color, national origin, marital status, sex, sexual orientation or age. As used herein, the term "treated" will mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

7. Confidentiality. Each party agrees to keep confidential and not disclose or use any confidential information of the other party except as necessary for the performance of its obligations under this Agreement.

8. Independent Contractor. Rec, in performance of its obligations under this Agreement, is acting as an independent contractor, and the personnel supplied to Client are engaged solely by Rec and not by Client. Rec personnel are not employees or agents of Client, and neither Rec nor its employees or agents will be subject to the direction, control or supervision of Client with respect to that time spent or procedures followed in the performance of the Services hereunder, and has no right or power, express or implied to do any act or thing that would bind Client.

9. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL REC (INCLUDING ITS SUBSIDIARIES AND OTHER AFFILIATES) OR ITS OR THEIR OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE

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AGGREGATE MAXIMUM LIABILITY OF REC (INCLUDING ITS SUBSIDIARIES AND OTHER AFFILIATES) AND ITS AND THEIR OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, RELATING TO THE SERVICES WILL BE LIMITED TO AN AMOUNT PAID BY CLIENT DURING THE 12-MONTH PERIOD OCCURRING IMMEDIATELY PRIOR TO THE EVENT GIVING RIGHT TO LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT INCREASE SUCH LIMIT. THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE CLIENT FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT THIS LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. The Parties acknowledge that the limitations set forth in this Section are integral to the amount of fees charged in connection with making the Services available to Client and that, were Rec to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher.

10. Governing Law. This Agreement has been made in and will be construed and enforced in accordance with the laws of the State of Nevada applicable to agreements executed and wholly to be performed therein. Any action to enforce this Agreement will be brought in the federal or state courts located in the 9th Judicial District Court for the State of Nevada.

11. Supremacy of this Agreement. The provisions, terms and conditions of this Agreement hereto represent the entire Agreement and supersede any prior written agreement or understanding not incorporated herein. In the event that inconsistencies exist between this Agreement and any prior written agreements or understandings, the terms of this Agreement will prevail.

12. Right of Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned by either party hereto without the consent of the other; provided, however, that each party will have the right to assign this Agreement without the other party's consent in connection with the purchase or sale of its business. This Agreement will inure to the benefit of and be binding upon the Parties and their representative successors and assigns. Nothing will prevent the use by or for sublicense to, or assignment, in whole or in part, of this Agreement to Client's parent company or to subsidiaries of either thereof.

13. Further Assurance. The Parties agree to perform all acts and execute all supplementary instruments or documents which may be necessary or desirable to carry out the provisions of this Agreement.

14. No Waiver. The failure of either party to insist upon the performance of any terms or conditions of this Agreement or to exercise any rights or privilege conferred in this Agreement or the waiver of enforcing penalties resulting from any breach of any of the terms or conditions of this Agreement, will not be construed as waiving any such terms, conditions, rights or privileges, but the same will continue and remain in full force and effect as if no such forbearance or waiver had occurred.

15. Insurance. Rec will maintain the following insurance coverage naming Client and its directors, agents and employees as additional insured. Upon request, Rec will provide Client with a Certificate of Insurance reflecting such coverage.

(a) Commercial General Liability: $1,000,000 per occurrence and $2,000,000 Aggregate
(b) Cyber, Technology and Professional Liability: $2,000,000 per occurrence and $2,000,000 Aggregate
(c) Sexual Abuse & Molestation Liability: $1,000,000 Aggregate

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(d) Worker's Compensation: Employee's liability insurance with minimum limits of $1,000,000 per occurrence. The workers compensation policy shall be endorsed with a waiver of subrogation in favor of Client for all work performed by Rec, its employees, agents and subcontractors.

16. Force Majeure. Neither party will be liable for any delay in the performance or non-performance of its obligations if such delay or non-performance is due to causes beyond such party's reasonable control, including but not limited to, fire, explosion, accidents, strikes, breakdown of plant, epidemic, cyclone, floor or power failure, civil disorder, acts of government, acts of public enemies, acts of terrorism, war, revolution, civil commotion, blockage or embargo, business interruption, business emergency, any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision authority or representative of any such government or any other force majeure event ("Force Majeure"). In the event a Force Majeure is affecting any Party, the affected Party will have the right to terminate this Agreement by providing written notice to that effect and the affected Party will be released from its obligations under the Agreement and will not be obligated to make any further payments under this Agreement as of the termination date.

17. Notices. All notices and other communications required or permitted under this Agreement will be in writing and will be effective: (i) when personally delivered; (ii) the next business day following deposit with a reputable courier service for overnight delivery; or (iii) five (5) business days following deposit in the United States mail, first class postage prepaid, registered or certified. All notices will be addressed as follows:

If Client:

ATTN:

With an emailed copy to _____

If Rec:

ATTN:

Rachel Williams

2261 Market Street STE 22268

San Francisco, CA 94114

With an emailed copy to _____

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IN WITNESS WHEREOF the parties hereto have signed this Agreement as of the date first written above.

Client	**Rec Technologies, Inc.**
	DocuSigned by: 58ED36AA62C2446...
Signature	Signature
	Birju Kadakia
Name	Name
	CFO - Rec Technologies
Title	Title
	1/7/2026
Date	Date

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SCHEDULE 1: REC PLATFORM & SERVICES

Schedule 1A: Standard Platform and Services

Rec Technical Platform	Applicable
Programming Registration & Administration	✔
Facilities & Permit Management	✔
Memberships Management	✔
Business & Financial Reporting	✔
Embedded Payment Processing	✔

Rec Services (Ongoing)	Applicable
Rec Licensed Learning & Instructor Management	✔
Rec Programming Development Support	✔
Tier 1 Customer (Resident) Support Management	✔
Marketing Design & Material Production	✔

Rec Services (Launch)	Applicable
Customized Training Program for All Staff	✔
Unlimited Training Hours	✔
Data Configuration	✔
Community Engagement Marketing Campaign	✔
Dedicated Account Management and Support	✔

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SCHEDULE 2: FEE SCHEDULE

Schedule 2A: Annual Fee

Fee based on Client's annual revenue estimate of $2,000,000.

Year	Rec Annual Fee*	Discounted Annual Fee**
Year 1	~~$50,000~~	$35,000
Year 2	~~$50,000~~	$35,000
Year 3	~~$50,000~~	$40,000
Year 4 renewal option	~~$50,000~~	$40,000
Year 5 renewal option	~~$50,000~~	$40,000

**List price for cities transacting $2-3 million in revenue on the Rec platform*
***Discount applied with contract execution by January 30, 2026*

Schedule 2B: Payment Processing

The following fees are charged based on the method of transaction made by end users on the Rec platform.

The Client has the option to pass a portion or the entirety of the following payment processing fees incurred during transactions onto the end user. The specific amount or percentage to be passed on will be determined and set by the Client at their discretion.

Payment Method	Fee
Credit Card	3.5% + $0.30
ACH or ECheck	1.0%

Schedule 2C: Implementation & Hardware

Implementation & Hardware	**Fee**
System Configuration	~~$20,000~~ $9,000
Data Transfer	
Staff Training	
Design and Brand Collaboration	

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Point of Sale Hardware Readers	$350 per terminal
Facility Public Signage - 18x18” (Courts, Rinks Etc)	$60 per sign
Facility Public Signage - 9x9” (Rec Rooms, Picnic Rentals)	$40 per sign

Schedule 2D: Payment Terms

Rec shall be responsible for issuing invoices for all fees due under this Agreement. All payments shall be made in U.S. dollars and may be remitted via ACH transfer, wire transfer, or check. The Client shall be responsible for any bank fees or transaction costs associated with their chosen payment method. All payments must reference the corresponding invoice number to ensure proper application.

Annual Fee Payment Terms

The Annual Fee for the Services shall be due and payable within thirty (30) days of the start of Douglas County’s fiscal year on July 1st. This date shall be deemed to begin on the earlier of a date mutually agreed upon by the Parties in writing or the date outlined in Schedule 4. Failure to remit payment within the specified timeframe may result in suspension of Services or other remedies as outlined in this Agreement.

Implementation Fee Payment Terms

The Implementation Fee shall be due and payable within thirty (15) days following February 1st, 2026. Failure to remit payment within the specified timeframe may result in suspension of Services or other remedies as outlined in this Agreement.

Hardware and/or Signage Purchasing Invoice

The Client shall be invoiced for any hardware and/or signage purchases made by Rec Technologies on the Client’s behalf. Such invoices shall be issued upon procurement of the hardware and/or signage and shall be due and payable within 30 days of the invoice date. The Client acknowledges that all hardware and/or signage purchases are final and non-refundable unless otherwise stated in the manufacturer’s warranty or return policy.

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SCHEDULE 3: MARKETING & PROMOTIONAL COMMITMENTS

1. CLIENT MARKETING OBLIGATIONS

a. Email. Client will actively participate in Rec partner marketing initiatives by sending out email messages to its community members to promote and advertise recreational programming facilitated by the Rec Platform.

b. Direct Links from the City Website. Client will include direct links to the Rec Platform on relevant sections of its website. These links will provide easy access for community members to explore and register for recreational programs.

c. Temporary and Promotional Signage. Rec will create and provide temporary signage (such as fence vinyls) to advertise new programs, lessons, or special events. The duration, design, and placement of temporary signage will be mutually agreed upon by both parties.

2. REC'S MARKETING COMMITMENTS

a. Rec will engage in marketing efforts designed to increase demand for lessons and programming. This may include campaigns related to subscribing to a court, newsletters, physical marketing materials, social media, engagement with community groups, and other innovative approaches.

b. Rec will engage in marketing and brand design with Client in order to support improvements in physical signage and digital presence.

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SCHEDULE 4: SCOPE OF WORK - PROGRAM DEVELOPMENT

Phase 1: Initial Discovery & Timeline Build (Month 1) *By March 30, 2025, Rec shall establish the foundation for RecOS functionality and facility management.*	
Objectives	• Establish foundation for RecOS functionality and facility management for Client • Conduct discovery workshops to understand department needs and integration points.
Benchmarks	• Complete discovery sessions with Parks & Recreation team to identify customizations. • Complete and approve detailed week-by-week for timeline to launch including key training and marketing dates to the public

Client Requirements	• Scheduling and participation of discovery sessions for the following modules
	  ○ Programming & Memberships
	  ○ Facilities Management
	  ○ Finance & Reporting
	  ○ Marketing & Community Engagement

Phase 2: Configuration & Building (Month 2-3) *By April 30, 2025, Rec shall complete configuration for all key system components, including registration, facilities and payment processing.*	
Objectives	• Complete configuration for all key system components: registration, facilities, payment processing
Benchmarks	• Programming Administration: Set up agency-branded templates for class creation, email/SMS confirmations, and waiver management. • Facilities Management: Configure facilities (gyms, parks, fields, etc.) in RecOS with dynamic calendar and facility rules engine. • Payment Processing: Activate payment system for online and point-of-sale transactions (including Stripe integration). • Finance and Accounting reporting: Support for accrual based revenue recognition, overdue payment plan, and weekly remittance reports
Client Requirements	• Programming registration data export from existing software • Location and facilities details
Phase 3: Training & Program Ready (Month 4) *By May 31, 2025, Rec shall ensure full team training and readiness for ongoing operations.*	

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Objectives	• Ensure full team training and readiness for ongoing operations. • Focus on system optimization to support seamless program registration for users.
Benchmarks	• Team Training: Complete comprehensive training sessions for all agency staff, covering advanced features such as reporting, registration management, and customer support processes. • User Registration: Finalize setup of the registration system to ensure that users can easily discover, register, and pay for programs and classes. • Facilities & Permit Management: Ensure staff can effectively manage facility rentals, special permits, and event coordination, including document storage and waivers. • Waivers and Policies: Ensure that staff can handle waivers and policies, print necessary documentation, and manage signed waiver notifications.
Client Requirements	• Participation in all scheduled training sessions • Waiver and policy data for ingestion
Phase 4: Marketing Ready & Launch (Month 5-6) *By July 30, 2025, Rec shall be ready for a public launch of the system with comprehensive marketing communications sent to the public.*	
Objectives	• Prepare for a public launch of the system with strong marketing support. • Ensure user engagement through email marketing and promotional materials.
Benchmarks	• Marketing Support: Finalize the design and production of print and digital marketing materials, ensuring alignment with the agency's branding and messaging. • Email Marketing Campaigns: Set up and launch custom email marketing campaigns, promoting program registration and new offerings to residents. • Public Launch: Conduct the official launch of the platform for public-facing registration and facility booking, ensuring all automated systems, including confirmations and reminders, are operational. • User Engagement: Roll out special pricing, residency verification, and other engagement strategies to attract diverse groups to programming.
Client Requirements	• Public communication and marketing of new system including the following at minimum: 3 email blasts, dedicated website information, 3 social media posts

AGENDA ITEM NO. E.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: January 22, 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 December 15, 2025, per Nevada Revised Statute 251.030. (Kathy Lewis, Chief Operating Officer)

RECOMMENDED MOTION:
Accept the auditor's report on Douglas County's general ledger cash balances through December 15, 2025, 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 Dec 15, 2025.pdf

Douglas County

Douglas County, Nevada Cash Report

From Date: 12/1/2025 - To Date: 12/15/2025
Summary Listing, Report By Fund - Account

Fund	Description	Beginning Balance	Net Change	Notes	Ending Balance
101	General Fund	$21,791,235.26	($1,380,055.80)	1	$20,411,179.46
201	Stabilization Fund	$1,708,242.28	$3,295.00		$1,711,537.28
202	Nv Cooperative Extension	$779,282.57	$8,596.96		$787,879.53
208	Cash Trust	$837,783.62	($1,619.58)		$836,164.04
211	Solid Waste Mgmt.	$3,684,328.70	$47,597.69		$3,731,926.39
212	Landscape Maintenance Districts	$12,553.44	$155.10		$12,708.54
215	Assistance To Indigents	$1,502,468.78	$44,837.06		$1,547,305.84
216	Social Services	$1,586,927.69	($38,794.81)		$1,548,132.88
217	One Nevada (Opioid Settlement)	$1,482,732.89	($12,540.52)		$1,470,192.37
220	PALS Sales Tax Fund	$201,819.48	$0.00		$201,819.48
222	Law Library	$71,632.92	$830.98		$72,463.90
224	Library	$1,035,538.36	($77,052.71)		$958,485.65
232	Road Operating	$2,240,060.80	($31,630.00)		$2,208,430.80
234	Room Tax	$6,376,210.43	($1,683,451.14)	2	$4,692,759.29
235	Library Gift Fund	$143,048.47	$13,649.38		$156,697.85
236	Tahoe-Douglas Trans.Dist.	$5,223,296.64	($267,661.46)		$4,955,635.18
240	Justice Ct. Admin. Assess	$1,534,850.65	$15,246.93		$1,550,097.58
242	China Spring Youth Camp	$885,281.22	($187,484.10)		$697,797.12
245	Stormwater Management	$1,200,702.93	($77,769.05)		$1,122,933.88
246	Flood Litigation Settlement Fund	$76,208.60	$0.00		$76,208.60
255	911 Emergency Services	$1,842,372.59	($32,058.94)		$1,810,313.65
256	911 Surcharge	$464,832.74	$14,356.33		$479,189.07
260	Senior Services Program	$3,066,570.27	($16,972.67)		$3,049,597.60
297	Restricted Accounts Fund	$3,912,433.40	$17,182.04		$3,929,615.44
309	Risk Management	$6,138,835.24	$16,953.23		$6,155,788.47
310	Self Ins.Dental Insurance	$826,956.97	($6,991.39)		$819,965.58
313	Motor Pool/Vehicle Maint	$1,405,233.22	($1,301.68)		$1,403,931.54
324	Regional Water Fund	$2,606,286.30	($27,695.97)		$2,578,590.33
325	Sewer Utility	$10,814,829.37	$48,146.16		$10,862,975.53
328	Douglas County Water Utility	$24,343,961.77	($801,610.15)		$23,542,351.62
360	Airport Enterprise Fund	$2,349,446.56	$56,620.66		$2,406,067.22
361	Stormwater Enterprise Fund	$0.00	$0.00		$0.00
401	Extraordinary Maintenance	$3,253,978.56	($18,723.83)		$3,235,254.73
405	Ad Val Capital Projects	$1,303,037.38	$39,839.18		$1,342,876.56
410	County Construction	$7,890,406.35	($42,325.81)		$7,848,080.54
420	Park Resident.Const.Tax	$1,276,356.14	($295,024.37)		$981,331.77
430	Regional Transportation	$12,715,751.56	($198,663.16)		$12,517,088.40
440	Capital Projects-Debt Financed	$45,485,806.09	($1,285,587.19)	3	$44,200,218.90
541	Debt Service	$1,870,556.22	$0.00		$1,870,556.22
600	Dc Redevelopment Area 2-Admin.	$1,469,811.87	$168,383.94		$1,638,195.81
601	Dc Redevl. Area 2-Cap. Projects	$28,210.45	$54.42		$28,264.87
606	Dc Redevel.-Cap.Projects	$2,727,872.59	$2,621.81		$2,730,494.40
610	Gardnerville Town	$2,155,303.90	($427,742.23)		$1,727,561.67
611	Gardnerville Trash	$982,647.51	($8,727.12)		$973,920.39
614	Gardnerville Ad Val Cap Proj	$94,376.74	$112.03		$94,488.77
620	Genoa Town	$705,659.33	$14,550.01		$720,209.34
622	Genoa Ad Val Cap Projects	$60,436.51	$114.32		$60,550.83
624	Genoa Construction Res	$44,121.87	$85.11		$44,206.98
630	Minden Town	$1,327,096.63	($30,631.15)		$1,296,465.48
631	Minden Ad Val Cap Project	$233,529.98	$389.31		$233,919.29
635	Minden Trash	$534,089.63	$8,017.14		$542,106.77

Fund	Description	Beginning Balance	Net Change	Notes	Ending Balance
636	Minden Cap.Equip./Constr.	$3,132,278.06	$6,069.97		$3,138,348.03
639	Minden Wholesale Water Utility	$7,579,977.28	($7,435.82)		$7,572,541.46
640	Minden Town Water	$12,082,243.28	$50,982.91		$12,133,226.19
710	School District	$640,068.42	($41,905.60)		$598,162.82
720	School Dist. Debt	$80,231.34	$78,477.39		$158,708.73
804	Carson Water Sub	$16,015.18	$11,947.08		$27,962.26
806	Cave Rock	$2,840.49	$2,845.06		$5,685.55
808	Dcsid M&O	$0.00	$0.00		$0.00
809	EFFPD	$235,044.24	$185,722.37		$420,766.61
810	Elk Point Sanitation	$62.05	$203.50		$265.55
811	Gardnerville Main Street	$0.00	$0.00		$0.00
812	Gardnerville Rancho Gid	$18,566.29	$17,688.86		$36,255.15
813	Genoa Lakes District	$254,193.76	$0.00		$254,193.76
814	Indian Hill	$13,077.33	$10,757.17		$23,834.50
815	G'ville Mainstreet Rev.Ln	$0.00	$0.00		$0.00
818	Kingsbury Gid	$36,147.22	$20,266.30		$56,413.52
822	Lakeridge	$1,279.87	$475.72		$1,755.59
823	Legal Services	$8,600.20	$2,229.92		$10,830.12
824	Logan Creek	$0.00	$885.79		$885.79
826	Mgsd	$10,119.23	$8,476.41		$18,595.64
829	NV Tahoe Conserv.Dist.	$0.00	$0.00		$0.00
830	Oliver Park	$10,990.03	$4,142.29		$15,132.32
832	Round Hill GID	$8,390.19	$10,184.05		$18,574.24
834	Sierra Estates	$185.12	$0.00		$185.12
836	Skyland	$3,149.85	$1,547.86		$4,697.71
838	Tahoe Douglas Sanitation	$5,231.75	$5,278.71		$10,510.46
839	Tahoe Douglas Fire	$179,335.16	$204,317.92		$383,653.08
840	Topaz Estates	$5,313.12	$2,592.40		$7,905.52
842	Zephyr Cove	$1,322.55	$485.77		$1,808.32
844	Zephyr Heights	$2,349.58	$2,694.07		$5,043.65
846	Zephyr Knolls	$2,080.90	$1,736.62		$3,817.52
847	Ef Swim Pool Dist Oper	$62,069.04	$49,451.11		$111,520.15
848	Ef Swim Pool Debt	$0.00	$0.00		$0.00
850	Employee Benefit Trust	$2,377,159.51	($345,175.72)		$2,031,983.79
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	$85,428.37	($1,068.38)		$84,359.99
856	Inmates Trust	$20,654.00	$0.00		$20,654.00
860	Profit From Tax Sale	$0.00	$0.00		$0.00
865	Unclaimed Monies	$101,232.62	($1,035.42)		$100,197.20
866	Public Guardian	$1,641,701.89	$0.00		$1,641,701.89
867	Public Administrator	$2,400,281.05	$0.00		$2,400,281.05
868	Library Gift Fund	$0.00	$0.00		$0.00
885	Mosquito District	$15,250.02	$12,494.95		$27,744.97
890	State Of Nevada	$3,189,067.71	$319,974.29		$3,509,042.00
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		$228,532,871.28	($5,815,172.49)		$222,717,698.79

Notes

1	General Fund	Accounts Payable, Payroll
2	Room Tax	Accounts Payable, Payroll
3	Capital Projects-Debt Financed	Accounts Payable

AGENDA ITEM NO. F.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: January 22, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a six-month indigent legal services contract with Justin Clouser, Esq., in the not-to-exceed amount of $132,500, and an additional $450 per day for weekend and holidays for each bail hearing Mr. Clouser attends, or is available to attend, effective January 1, 2026, through June 30, 2026, to align with the County's fiscal year and to authorize the County Manager to execute the contract. (Brian Filter, Director of Indigent Defense)

RECOMMENDED MOTION:
Approve a six-month indigent legal services contract with Justin Clouser, Esq. as presented, effective January 1, 2026, through June 30, 2026, and authorize the County Manager to execute the contract.

FINANCIAL IMPACT:
The funding is available in the Indigent Defense budget of the County's General Fund and has been approved during the Fiscal Year 2025-26 budget process. $2,128,200 of funding was included in the Professional Services line item of the Indigent Defense division budget of the General Fund for Fiscal Year 2025-26.

Douglas County will be responsible for the first $1,004,968.45 of all the Indigent Defense contracts. The remaining portion of any expenses will be paid by the State of Nevada.

BACKGROUND:
Douglas County is required to provide an attorney to indigent persons in certain cases which include, but are not limited to, adult and juvenile offenders as well as NRS Chapter 432B (child abuse and neglect) cases. Many years ago the County began contracting with private attorneys to provide these constitutionally required legal services.

Attached is the contract with Justin Clouser, Esq. for fiscal year 2025-2026, together with the attached exhibits. This contract will replace the existing hourly contract the County has entered with Mr. Clouser.

ATTACHMENTS:

Douglas County Plan for the Provision of Indigent Defense Services Adopted June 2025.docx
Clouser Annual Contract For Indigent Defense Services.pdf
DIDS Approval Letter - Clouser.pdf
Amended Contract for IDS_07.25_12.25 signed.pdf
Contract for IDS-01.26_06.26 signed.pdf

The Douglas County Plan for the Provision of Indigent Defense Services

Adopted 6/05/2025

The Indigent Defense Services Plan ("Plan") of Douglas County provides a plan for when counsel is required to be appointed for persons to whom indigent defense services may be provided under section 180.004 of the Nevada Revised Statutes ("NRS"). This Plan is designed to meet the requirements of NRS 260.070(2) and to comply with the Nevada Supreme Court Rule Change ("ADKT") No. 411, dated October 15, 2008.

I. RECITALS

A. The Board of Indigent Defense Services ("BIDS") requires Douglas County ("County") to amend its adopted Plan for Indigent Defense Services to include a plan for how the County intends to comply with BIDS' National Center for State Courts ("NCSC") Workload Study by November 1, 2024. Douglas County has significant concerns regarding the methodology used and the conclusions reached in the NCSC Workload Study. Rather than basing the adopted standards on an independent review and evaluation of the quality of legal services provided in each jurisdiction, the BIDS instead chose to adopt a maximum workload standard of 1,392 hours per full time equivalent (FTE) contract attorney and to set a minimum number of FTE units for each county.

B. Douglas County also has significant concerns about a state agency having the power to authorize the expenditure of county funds or dictate or override the autonomy of the elected or appointed officials of a Nevada county. As such, this plan is not intended to authorize any expenditures of county funds that are not authorized by elected or appointed persons in Douglas County. It is not the desire or purpose of the Douglas County Board of County Commissioners to authorize a state agency to expend county monies.

C. The functioning of the broader representation and defense services in Douglas County relies upon Appointed Attorney representing parents in NRS Chapter 432B (Child Abuse and Neglect) actions. Portions of this Plan are contingent upon the State of Nevada paying for the increases in the budgetary amounts caused by the adoption of this Plan. In the event that the State of Nevada does not authorize the increase in expenditures, portions of this Plan may be eliminated.

II. STATEMENT OF POLICY

A. Authorities:

1. NRS 7.125.

2. NRS 180.320(2).

3. Nevada Department of Indigent Defense Temporary Regulation Section 23.

4. *In the Matter of the Review of Issues Concerning Representation of Indigent Defendants in Criminal and Juvenile Delinquency Cases*, ADKT No. 411.

B. Objectives

The objective of this Plan is to continue to provide for equality before the law for all persons. Therefore, this Plan shall be administered so that those accused of crime, or otherwise eligible for services of Appointed Attorney, will not be deprived of any element of representation necessary to an adequate defense because the accused are financially unable to pay for adequate representation. The Plan, and any attorneys providing indigent defense services pursuant to this Plan, must be free from political and undue budgetary influence and be subject to judicial supervision only in the same manner and to the same extent as retained counsel or a prosecuting attorney.

III. DEFINITIONS

A. "Appointed Attorney" includes private attorneys, both contracted and hourly.

B. "Director of Indigent Defense Services" or "Director" performs such duties and responsibilities as assigned by the County Manager as are reasonably necessary to oversee Douglas County's indigent defense program including assigning cases on a rotating basis among the contract Appointed Attorneys to ensure competent legal representation; monitoring case reporting requirements from attorneys; approving of and overseeing the use of substitute attorneys for the contract Appointed Attorneys; and all other properly related matters. As the Department of Indigent Defense Services' ("DIDS") designee, this position will work in coordination with DIDS to ensure requested data is provided to DIDS.

C. "Representation" includes counsel and investigative, expert, and other services.

IV. PROVISIONS OF REPRESENTATION

A. Mandatory: Douglas County shall provide representation for any financially eligible person who:

1. is charged with a felony or gross misdemeanor;

2. is charged with a misdemeanor where jail time is mandatory or the prosecutor is seeking jail time;

3. is alleged to have violated probation or other court supervision and jail time or a sentence of confinement may be imposed;

4. is a juvenile alleged to have committed an act of delinquency or alleged to be a child in need of supervision;

5. is party to a dependency case where termination of rights is a possibility;

6. is subject to commitment pursuant to NRS 433A.310;

7. is in custody as a material witness;

8. is entitled to appointment of counsel under the Sixth Amendment to the U.S. Constitution or any provision of the Nevada Constitution, or when due process requires the appointment, or the judge is likely to impose jail time;

9. faces loss of liberty in a case and Nevada law requires the appointment of counsel;

10. faces loss of liberty for criminal contempt;

11. has received notice that a grand jury is considering charges against him or her and requests appointment of counsel.

B. Discretionary: Whenever a court determines that the interests of justice so require, representation may be provided for any financially eligible person who:

1. is charged with a misdemeanor, infraction or code violation for which a sentence of confinement is authorized;

2. is a party to a dependency case in which termination of parental rights is a possibility;

3. is or has been called as a witness before a grand jury, a court, or any agency which has the power to compel testimony, and there is reason to believe, either prior to or during testimony, that the witness could be subject to criminal prosecution, a civil or criminal contempt proceeding, or face loss of liberty;

4. any other case in which the court determines in the interest of justice appointment of counsel is appropriate.

C. Timing of Appointment of Counsel: An Appointed Attorney shall be provided to eligible persons:

1. within 72 hours as soon as feasible after the individual's first appearance before a judge; or

2. when they are formally charged or notified of charges if formal charges are sealed; or

3. when a Justice of the Peace or District Judge otherwise considers appointment of counsel appropriate.

D. Number and Qualifications of Appointed Attorney:

1. Appointment: One attorney shall be appointed consistent with Section 4 and 5 herein, except Capital Cases;

2. Notice to DIDS: The Director of Indigent Defense shall, as soon as possible, refer all open murder cases which are reasonably believed to result in a Capital Case to the State Office of the Public Defender for representation in accordance with Nevada Supreme Court Rule 250;

3. Notice to DIDS: The Director of Indigent Defense shall also refer all appellate and parole violation cases to the State Office of the Public Defender for representation as soon as possible.

E. Eligibility for Appointed Representation:

1. Financial Eligibility:

(a) a person shall be deemed "indigent" who is unable, without "substantial hardship" to himself or his dependents, to obtain competent, qualified legal counsel on his or her own;

(b) "substantial hardship" is presumptively determined to include all defendants who receive public assistance, such as Food Stamps, Temporary Assistance for Needy Families, Medicaid, Disability Insurance, reside in public housing, or earn less than 200 percent of the Federal Poverty Guideline;

(c) a defendant is presumed to have a "substantial hardship" if he or she is currently service a sentence in a correctional institution or housed in a mental health facility or is a minor;

(d) defendants not falling below the presumptive threshold for indigency will be subject to a more rigorous screening process to determine if the accused's particular circumstances, including seriousness of charges being faced, monthly expenses, and local private counsel rates, would result in a "substantial hardship" were they required to retain private counsel.

2. Screening for Eligibility: Within 48 hours, the Court Administration, or Director of Indigent Defense, shall conduct screening for financial eligibility and provide a recommendation to the court with regard to eligibility of the defendant for the services of an Appointed Attorney based upon the provisions set forth above. An

Appointed Attorney may assist in supplying information during the screening but shall not be asked to decide or recommend eligibility.

3. Automatic Eligibility: A minor alleged to have committed an act of juvenile delinquency, or alleged to be a child in need of supervision is automatically eligible for an Appointed Attorney because the presumption of indigency always accompanies any charges filed against a minor.

V. APPOINTMENT OF PRIVATE ATTORNEYS

A. System of Selection for Court Appointed Attorneys

1. As required, but not less than every three (3) years, Douglas County will recruit qualified attorneys, that meet the standards of BIDS, to provide indigent defense services on a contract basis.

2. Recruitment will take place during the spring or as required, with annual contracts beginning July 1st of each fiscal year.

3. Attorneys interested in providing indigent defense services on a contract basis will provide Letters of Interest to the Director of the Department of Indigent Defense and complete the Rural County Application for List of Qualified and Appointed Attorney maintained by DIDS for consideration.

4. Attorneys must demonstrate compliance with the standards and regulations of BIDS pertaining to training, education, and qualifications by submitting an application to DIDS.

5. The Appointed Attorney Selection Committee ("AASC") will consist of the Director of Indigent Defense, the County Manager, and no less than three members selected by the County Manager. The AASC shall review the qualifications of applicants for contract or hourly appointments, review the list of attorneys from which appointments are made in hourly cases, and determine which attorneys shall be recommended to the Douglas County Board of Commissioners for appointments.

6. The AASC shall be made up of no less than three (3) members who:

   (a) have no pecuniary interest in the outcome of the attorney selection or performance evaluation process;

   (b) have no legal, financial or familial relationship to any attorney whose qualification or performance will be evaluated;

   (c) are not directly related to the judiciary or any prosecution function; and

(d) have an interest in the variety of types of cases that are represented by the appointed counsel lists to be selected by the AASC.

7. On an ongoing basis, the AASC shall:

   (a) meet at least once a year and shall solicit input from judges, and others familiar with the practice of criminal defense, juvenile law and family law where appointed counsel are utilized;

   (b) review any complaints from clients;

   (c) review the history of participation in training of each applicant and each contract or hourly attorney receiving appointments;

   (d) determine eligibility and recommendation of appointed counsel for new and continued participation; and

   (e) bring forward recommendations to the Board of County Commissioners regarding the need for additional Appointed Attorney Contracts and possible changes to the Douglas County Plan for the Provision of Indigent Defense Services as necessary.

8. While an Appointed Attorney may receive assistance from associate attorneys, participants in a mentorship program, or other attorneys deemed qualified by the AASC, in carrying out his/her responsibilities, Appointed Attorneys cannot delegate responsibilities for representation to another attorney. All substantive court appearances must be made by an attorney who has been determined to be qualified by the AASC.

9. Complaints from clients, judges or the public about representation by an Appointed Attorney shall be transmitted to the Director for consideration by the AASC in evaluation of Appointed Attorney.

B. Contract Attorneys

1. Douglas County shall contract for the appointment of qualified attorneys;

2. Douglas County Appointed Attorney compensation may be based on a flat fee, an hourly basis, or a combination of both. If the contract is based on a flat fee, the contract should consider, but not be limited to, the following factors:

   (a) the average overhead for criminal defense practitioners in the locality;

   (b) the number of assignments expected under the contract;

(c) the hourly rate paid for all Appointed Attorneys;

(d) ensure the Appointed Attorney will comply with the Nevada Rules of Professional Conduct, including the duty of diligence (NRPC Rule 1.3) and competence (NRPC Rule 1.1);

(e) allow for the modification of attorney's fees for extraordinary cases;

(f) allow for investigative and expert witness fees; and

(g) the ability of the Appointed Attorney to comply with the Performance Standards for Appointed Attorney as adopted and amended by the Nevada Supreme Court.

3. Douglas County shall contract with attorneys as an Appointed Attorney only after the attorney has been qualified by the AASC. Because there is currently an urgent need for qualified indigent defense counsel in several rural counties across the state, if the county is unable to recruit sufficient qualified Court Appointed Attorneys, the county will continue to recruit for qualified attorneys until such time a selection can be made;

4. The contract must be subject to termination annually or sooner, if determined by the AASC that an Appointed Attorney is not abiding by the standard guidelines for qualification of appointed counsel;

5. The payment of fees and expenses of contracted an Appointed Attorney by Douglas County shall be governed by contract between counsel and Douglas County.

6. The contract shall exclude appointment in cases with the potential of a life sentence and capital cases.

C. Hourly and Capital Case Attorneys:

1. If an Appointed Attorney cannot handle the case, or the Director of Indigent Defense Services determines the case is not appropriate for an Appointed Attorney to handle, alternative legal representation will be selected by the Director of Indigent Defense Services as follows:

(a) The Director of Indigent Defense Services shall select an alternative Appointed Attorney, in consecutive order, from the hourly list.

(b) However, if the nature of the case requires that lead counsel be selected from a Capital Case qualified list, the Director of Indigent Defense Services shall immediately appoint an attorney from that list for representation in accordance with Nevada Supreme Court Rule 250.

2. The payment of fees and expenses of Hourly and Capital Case appointed attorneys

shall be approved by the Director of Indigent Defense Services.

(a) Such invoices shall be submitted no later than ten days after the end of the month in which the services were rendered.

(b) The Director shall approve for payment all reasonable attorney's fees requested. In reviewing for reasonableness, the Director may consider factors such as: the average case times as determined by workload analysis, time and skill required, complexity of the case, and experience and ability of the Appointed Attorney. The Director may request additional information where necessary. In the event the Director denies or modifies the request, an explanation shall be provided to the Appointed Attorney, with a copy to the County Manager and DIDS, explaining why the denied portion of an invoice was not reasonable.

D. Compensation of Court Appointed Attorney: Douglas County agrees to pay contract attorneys and/or panels of private attorneys at a rate equal to the prevailing hourly compensation rate for attorneys appointed to the Criminal Justice Act Panel at the time such services are provided, or a higher rate as warranted by complexity of a case or scarcity of available qualified attorneys. The County will make the payment to contract attorneys and/or panels of private attorneys on a quarterly basis on the first day of the first month of the quarter.

E. Conflict of Interest Checks: Appointed Attorney shall, as soon as practicable, upon appointment, conduct a conflict check determining if any conflict of interest exists that would prevent representation of the defendant. If appointed, counsel determines that such a conflict exists, the Appointed Attorney shall bring this information as soon as possible to the relevant court. In no instance, shall a single attorney or law firm be appointed to represent co-defendants in a case. The Douglas County District Attorney's office shall have no authority to determine or recommend whether or not the Appointed Attorney has a conflict of interest.

F. Payment of Fees and Expenses of Appointed Attorney: Douglas County agrees to budget for case-related expenses in the amount of $100,000. Attorneys may secure reimbursement for extraordinary investigative costs, expert witness fees or other necessary services. Any payment for extraordinary costs or fees shall be paid only when submitted and approved by the Director of Indigent Defense Services.

1. Insofar as Case-Related Expenses are incurred in providing services to Eligible Clients, the following procedures shall apply:

(a) Pre-authorization: Case-Related Expenses expected to exceed two thousand five hundred dollars shall be submitted to the Director for pre-authorization.
(b) The request shall include an explanation of why the expense is reasonably necessary to provide Representational Services

2. Reasonableness Review: All Case-Related Expenses are subject to the Director's review for reasonableness. Invoices shall be submitted for such review no later than thirty days following the termination of the representation. Any requests for expenses not timely submitted shall be waived.

G. Privileged Communications: County facilities housing or holding indigent defendants or criminal detainees will provide accommodations for confidential or otherwise privileged communications between indigent criminal defense client and Appointed Attorney.

1. Within the Judicial Law Enforcement Center (JLEC) in Minden, private meeting rooms are available for meetings between an Appointed Attorney and clients that is not monitored or recorded, surreptitiously, accidentally, or in any fashion, that would violate attorney-client privilege.

2. Within the Tahoe Township Justice Court in Stateline, private meeting rooms are available for meetings between an Appointed Attorney and clients that is not monitored or recorded, surreptitiously, accidentally, or in any fashion, that would violate attorney-client privilege.

H. Complaints by Clients: Appointed Attorney shall maintain a system for receipt and review of written complaints made by clients. Appointed Attorney shall make publicly available the policy and procedure for receiving and reviewing written complaints. This system shall not interfere with a person's ability to avail themselves of the complaint process provided by DIDS or the State Bar of Nevada.

VI. TRAINING

A. Appointed Attorney must meet all requirements for training and experience as promulgated by DIDS regulations.

VII. DUTIES OF INDIGENT DEFENSE COUNSEL

A. Standards of Performance. Services rendered by Appointed Attorney shall be commensurate with those rendered if counsel privately employed by a person. Representation shall be provided in a professional, skilled manner guided by applicable regulations; laws; Nevada Rules of Professional Conduct; and the Nevada Indigent Defense Standards of Performance adopted by the October 16, 2008 Nevada Supreme Court Order in Administrative Docket 411, or the same as may be amended. Additionally, Appointed Attorney must advise all clients not to waive any substantive rights or plead guilty at the initial appearance, unless doing so is the client's best interest. Appointed Attorney must make all reasonable efforts to meet with the client within seven days following the assignment of the case and every thirty days thereafter unless there are no significant updates in the client's case.

B. Continuity of Representation: Douglas County shall, to the greatest extent possible, provide consistency in the representation of indigent defendants so that the same Appointed Attorney represents a defendant through every state of the case without delegating the representation to others, except that administrative and other tasks that do not affect the rights of the defendant.

C. Workload Standard: The workload of an Appointed Attorney must allow the Appointed Attorney to give each client the time and effort necessary to ensure effective representation. Any Appointed Attorney who provides indigent defense services shall not accept a workload that, by reason of its excessive size, interferes with the Appointed Attorney's competence, diligence, or representation of clients. Douglas County will provide the maximum workload guidelines as determined by the Board of Indigent Defense Services and the data collection responsibilities of the attorney.

D. In Custody Arraignments: The Director of Indigent Defense Services shall ensure the provision of Representational Services for all Eligible Clients who are in custody and require a bail hearing. If the Director is unable to assign an attorney to be present at initial appearances and arraignments, the Director may be present. Either the assigned Appointed Attorney or Director must be prepared to address appropriate release conditions in accordance with relevant statute, rules of criminal procedure and case law. If the Director provides these services, the Director should, to the extent possible, discuss only matters pertaining to the initial appearance or arraignment to avoid creating a conflict of interest. A timely initial appearance or arraignment must not be delayed pending a determination of the indigency of the defendant. This plan ensures the presence of legal counsel at all other critical stages, whether in or out of court.

E. No Receipt of Other Payment: Appointed Attorney may not require, request, or accept any payment or promise of payment, or any other valuable consideration, for providing legal representation under the appointment unless such payment is approved by order of the court.

F. Private Practice of Law: An Appointed Attorney may engage in the private practice of law which does not conflict with attorney's professional services required pursuant to the contract.

G. Use of Client Surveys: Appointed Attorney shall maintain a system for providing Client Surveys to their clients. Appointed Attorney shall make publicly available the policy and procedure for providing surveys. This system shall not interfere with a person's ability to avail themselves of the Client Survey form provided by DIDS.

H. Caseload Reporting: Appointed Attorney shall report caseload data and times as promulgated in DIDS' regulations.

VIII. DIRECTOR OF INDIGENT DEFENSE SERVICES

A. Selection: Douglas County has created a Department of Indigent Defense Services and has hired an attorney licensed with the Nevada State, experienced in Criminal Defense to serve as Director of said Department of Indigent Defense Services. The Director will have decision making authority, independent of influence in any matters impacting the proper implementation of this plan and provision of indigent defense services. The duties of this position are set forth below. The Director of Indigent Defense Services shall not be appointed to represent any persons receiving indigent defense services and not involved in direct representation in Appointed Attorney cases. However, in emergent situations, e.g. the death or disability of an appointed attorney, the Director may provide limited representation in Appointed Attorney Cases. In such situations, the Director may make special appearances before a court for scheduling and other procedural matters in order to safeguard the rights of a client and facilitate the effective functioning of the courts. Under no circumstances will the Director undertake substantive representation in an Appointed Attorney case.

B. Duties:

1. The Director of Indigent Defense Services shall have all the duties and responsibilities stated in the various sections of this plan.

2. The Director of Indigent Defense Services shall maintain the list of all attorneys approved by the AASC for contract, hourly, and capital case appointment. In addition, the Director of Indigent Defense Services shall maintain appropriate records to reflect the cases and dates to which each attorney has been appointed.

3. When notified of the need for representation, the Director of Indigent Defense Services, shall select, in order and as more fully described herein, the next available attorney from the list of those attorneys qualified to provide representation as approved by the AASC in accordance with Section 4 of this Plan. Upon confirmation of acceptance of assignment by Qualified Attorney(s), the Director shall provide prompt notice and a proposed order confirming selection of counsel to the Appointing Authority – i.e., the Judge, Justice, or Master presiding over the court in which the Eligible Client's charges are pending.

4. The Director of Indigent Defense Services shall be responsible for approving the claim for payment of each attorney and any expert or other service fees at the conclusion of Appointed Attorney's representation or, if appropriate, periodically during Appointed Attorney's representation, as specifically discussed herein.

5. The Director of Indigent Defense Services will work with the Department of Indigent Defense Services to provide any information requested.

IX. EFFECTIVE DATE

A. The Douglas County Plan for the Provision of Indigent Defense Services is approved on June 05, 2025

CONTRACT FOR INDIGENT LEGAL SERVICES

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

Justin Clouser, Esq. of Clouser Law Group, Ltd.

This Contract for Indigent Legal Services (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada ("County"), and **Justin Clouser, Esq.** ("Firm"). The County and Firm are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, County, from time to time, requires the professional services of independent contractors; and

WHEREAS, it is deemed that the services of Firm are both necessary and desirable and in the best interests of County; and

WHEREAS, Firm represents that Firm's attorneys are licensed to practice law in the State of Nevada, are in good standing with the State Bar of Nevada, and Firm duly qualified, equipped, staffed, ready, willing and able to perform and render the legal services required by the County.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Firm mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective **January 1, 2026**, and will remain in effect until **June 30, 2026**, unless earlier terminated pursuant to the terms of this Contract.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Firm, Firm's attorneys, associates and employees shall have the status of an independent contractors and that this Contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted, to the parties, including that the Firm's attorneys are not Douglas County employees 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 if the requirements of NRS 612.085 for independent contractors are met.

Firm and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

a. Firm has the right to perform services for others during the term of this Agreement.
b. Firm has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
c. Firm shall not be assigned a work location on County premises.
d. Firm, at Firm's sole expense, will furnish all equipment and materials used to provide the services required by this Contract.
e. Firm, at Firm's sole expense, has the right to hire associates and assistants as subcontractors, or to use Firm's employees to provide the services required by this Agreement.
f. Firm or Firm's employees or contract personnel shall perform the services required by this Agreement, and Firm agrees to the faithful 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 Firm.
g. Neither Firm nor the Firm's attorneys, employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
h. County shall not require Firm or Firm's employees or contract personnel to devote full time to performing the services required by this Agreement.

Firm further certifies the following:

i. Contactor is licensed by the State Bar of Nevada to provide legal services to members of the public and agrees to maintain the required professional license to practice law in active status and in good standing for the State of Nevada.
j. Firm understands that Firm 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. Firm understands that an IRS Form 1099 will be filed by County for all payments County makes to Firm.

3. INDUSTRIAL INSURANCE. Firm agrees, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the County to make any payment under this Contract, Firm must provide an affidavit indicating that Firm is a sole proprietor and that:

A. In accordance with the provisions of NRS 616B.659, Attorney 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.

4. SERVICES TO BE PERFORMED. On an as-needed basis, the Firm will provide professional legal services including the following:

A. Firm will represent adult criminal defendants that a court in Douglas County has determined to be indigent. The representation will include all stages of the criminal proceedings including bail hearings and other court appearances, appeals and revocation of probation or parole, but not post-conviction proceedings.

B. Firm will provide legal representation for a child alleged to be delinquent or in need of supervision where a court orders the appointment in accordance with NRS Chapter 62A.

C. If at any time during the representation of a person the Firm has reason to believe the person is not indigent, Firm must immediately notify the court.

D. If, at any time during the representation of a person, the Firm has reason to believe that there is a legal ethical conflict with that representation, Firm must immediately notify the Court.

E. If a defendant who is requesting appointed counsel due to indigence has contacted Firm concerning retaining that Firm for representation, that Firm will not be obligated to accept that appointed case. Firm must notify the appropriate court, by letter, of the contact with the indigent defendant prior to the proposed appointment, and the next law firm in the rotation will be appointed.

F. Firm shall perform all duties required under the Nevada Revised Statutes and by the Nevada Department of Indigent Defense Services ("DIDS") and Board of Indigent Defense Services ("BIDS"), including standards of performance, record keeping, time keeping and reporting requirements. However, in no event shall Firm be required to provide any information that would compromise client confidentiality, prejudice the rights or defense of any eligible client or violate any provision of the Nevada Rules of Professional Conduct.

G. Firm understands that DIDS, in collaboration with the National Center for State Courts ("NCSC"), performed a Rural Nevada Indigent Defense Services Weighted Caseload Study and submitted a Final Report in October 2023 that was subsequently adopted by BIDS on November 2, 2023. Although the County believes the BIDS Adopted Weighted Caseload Study is defective and requires additional study and revisions, for the purpose of this Contract, according to the BIDS Adopted Weighted Caseload Study, the case-related annual attorney year value is 1,392.6 hours per 1.0 full-time equivalent ("FTE") attorney. Firm promises and agrees to commit up to **2,200 hours per year** for Firm and Firm's attorneys, associates and employees to provide services under this Contract.

5. Standard Of Work.

A. In providing legal representation as set forth in Paragraph Four, Firm and Firm's attorneys, associates and employees must provide those services in a professional, competent, and effective manner. This includes, but is not limited to, interviewing the client, appearing at all court hearings or providing coverage for those court hearings, filing all necessary motions or other legal documents and performing or supervising any necessary investigations.

Firm shall:

(1) Provide zealous, competent representational services in all cases;
(2) Comply with the requirements of the DIDS Standards of Performance;
(3) Comply with the Nevada Indigent Defense Standards of Performance set forth in ADKT No. 41 of the Nevada Supreme Court;
(4) Comply with all applicable laws and regulations;
(5) Comply with the Nevada Rules of Professional Conduct ("NRPC");

(6) Comply with the Douglas County Plan for the Provision of Indigent Defense Services (attached as Exhibit "A");
(7) Agree to not accept cases for which the Firm is not approved by DIDS; and
(8) Agree to not accept any case if Firm's attorneys do not have the experience, qualifications, and sufficient time to accept the appointment or is otherwise unable to provide competent legal representation in compliance with NRPC, ADKT No. 41, DIDS Standards of Performance, and the requirements of this Contract.

B. Firm agrees to staff and maintain an office in Douglas County, Nevada. Firm agrees to furnish a telephone number for use after normal office hours in any emergency that may arise where Firm's services are requested pursuant to the terms of this Contract to the Justice Courts, District Courts and District Attorney. The expense of office space, furniture, equipment, supplies, routine investigative costs and secretarial services suitable for the conduct of Firm's practice as required by this Contract are the sole responsibility of Firm and are a part of Firm's compensation pursuant to Paragraph 6 of the Contract.

C. Firm's attorneys may engage in the private practice of law which does not conflict with Firm's professional services required pursuant to this contract.

D. Because Firm is an independent contractor for Douglas County, the Firm's attorneys and employees promise and agree to not sue, be a party to, or assist in any lawsuit against Douglas County.

E. Firm agrees to furnish to County a copy of the DIDS Eligible Provider Approval Letter (Exhibit "B") verifying the category of cases each of the Firm's attorneys are authorized to accept.

6. PAYMENT FOR SERVICES.

A. Firm agrees to provide the services set forth in Paragraph 4 at a cost not to exceed **One Hundred and Thirty-Two Thousand Five Hundred Dollars** ($132,500.00) through the term of this Contract ("Base Compensation"). Payment of Firm's base pay will be made by the County to the Firm in quarterly payments of $66,250.00 to be paid on or before January 1, 2026 and April 1, 2026.

B. In addition to Firm's Base Compensation, Firm will be compensated for any weekend or holiday that a Firm attorney attends, or is required to be available (i.e., on standby), to attend weekend arraignment/pretrial release hearings at the rate of $450.00 per day.

C. The Firm may secure payment for investigative costs, expert witness fees, forensic services, translators, laboratory analysis, or other legally necessary services if authorized in advance by the Douglas County Indigent Defense Services Coordinator. Firm understands and agrees that the reimbursement of these costs is subject to the limits and requirements of NRS 7.135. Firm agrees to submit invoices within ten days of the end of the prior month in which any costs or other expenses were incurred and for which reimbursement is requested from the County. County will pay invoices it receives within a reasonable time. However, in no event will Firm be reimbursed or receive payment for travel expenses or any form of per diem expense.

D. The compensation specified above is in lieu of the statutorily prescribed fees codified in NRS 7.125. However, the Court may, for the reasons specified in NRS 7.125(4), award extraordinary fees to Firm in a particular matter, which are over and above the compensation specified provided that the statutorily prescribed procedures contained in Nevada law, including NRS 7.125(4), are complied with.

E. Firm agrees to submit invoices within ten days of the end of the prior month for the legal services provided to County, including any weekend or holiday hearings for which Firm seeks payment. County will pay invoices it receives within a reasonable time. A 1099 Miscellaneous Income Form will be issued by County to Firm at year-end for all amounts paid by County to Firm.

7. TERMINATION OF CONTRACT.

A. Either Party may terminate this Contract without cause, provided that a termination shall not be effective until 90 calendar days after the Party has served written notice upon the other Party. All monies due and owing up to the point of termination of the Contract shall be paid by County, and all pending cases that were produced for this Contract must be immediately turned over to the Court for re-assignment. If terminated, the total compensation of the Firm will be reduced to the proportionate number of days worked by the Firm. The Firm must reimburse the County for any funds received to which Firm is not entitled due to the termination of the Contract.

B. If Firm should be unable to perform any or all of the duties required by reason of illness, accident or other cause beyond Firm's control, and the disability exists for a period beyond ten (10) judicial days, Firm must provide, at Firm's own expense, a substitute attorney (which could include other contract attorneys) to perform the duties of the Firm during the term of disability. If the disability is permanent, irreparable, or of such nature as to make the performance of the Firm's duties impossible, or the disability continues beyond forty (40) judicial days, the County may, at its discretion, terminate this Contract, and the respective duties, rights and obligations of this Contract will terminate.

8. PROFESSIONAL LICENSE. Firm agrees to maintain the Firm's attorneys' professional license to practice law in active status and in good standing with the State of Nevada. Firm promises and agrees to notify the County Manager and the Douglas County Appointed Counsel Program Coordinator if an attorney with the Firm is brought before the State Bar of Nevada on any ethics charge or if a Firm attorney is arrested for any crime. Failure to maintain this license to practice law will result in the immediate termination of this Contract.

9. GENERAL LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Firm and Firm is required to acquire and maintain general liability insurance in the minimum amount of $1,000,000 during the term of this Contract at Firm'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.

10. LEGAL MALPRACTICE INSURANCE. Firm agrees to acquire and maintain malpractice insurance in the minimum amount of $250,000 per claim and $500,000 aggregate claims during the term of this Contract at Firm's sole expense. Proof of malpractice insurance must be sent to

the County within five (5) business days upon request. Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such malpractice insurance.

11. NONAPPROPRIATION. Nothing in the Contract will be construed to provide Firm 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 Firm 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 Firm. Firm will have no claim of any sort to the unexpended funds.

12. 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. 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. Therate 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 forthe County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutuallyagree to not seek punitive damages against either Party. 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 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 stall prevail, thereafter the terms of Attachment A.

13. COMPLIANCE WITH APPLICABLE LAWS. Firm 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 limitedto, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws. County will not waive and intends to assert all available NRS chapter 41 liability limitations.

14. ASSIGNMENT. Firm will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the Douglas County Appointed Counsel Program Coordinator and must meet the qualifications under the Nevada Department of Indigent Services to represent the charged individual. If the Firm wishes to have a substitute attorney appear for the Firm due to vacation, illness or personal family matter, then the Firm may do so and is responsible for paying the substitute attorney. There is no requirement to have the Douglas County Appointed Counsel Program Coordinator approve such substitution if the substitution is for less than twenty-five judicial days per calendar year.

15. COUNTY INSPECTION. The accounting records and expense invoices of Firm related to the Contract will be subject to inspection, examination and audit by the County,

including by the County Manager and Chief Financial Officer, to audit and verify the expenses claimed by Firm.

16. DELEGATION OF AUTHORITY. The Judges of the Ninth Judicial District Court and the Justices of the two Townships are expressly designated the authority to oversee and implement the provisions of this Contract. Such designations include the development of factors for determining whether a person is indigent and all other properly related matters related to the appointment of indigent defense counsel. The Douglas County Appointed Counsel Program Coordinator is expressly designated the authority to oversee and implement the provisions of this Contract. This authority includes the assigning of cases on a rotating basis among attorneys to ensure an equitable distribution, ordering/requiring monthly time summaries from attorneys, and preparing vouchers for the quarterly payments due to Firm. However, the County reserves the right to maintain ultimate control over the terms and provisions of this Contract.

17. INDEMNIFICATION OF COUNTY. To the fullest extent permitted by law, Firm and its principals shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Firm, its officers,employees and agents arising from or relating to this Contract. Firm will defend, hold harmless and/or indemnify County against such claims. Notwithstanding the obligation of Firm to defend County as set forth in this paragraph, County may elect to participate in the defense of any claim brought against County because of the conduct of Firm, its officers, employees and agents. Such participation shall be at County's own expense and County shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

18. MODIFICATION OF CONTRACT. The Contract and any attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

19. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Contract.

20. STANDARD OF CARE. Firm, its attorneys, agents and employees will perform all services in a manner consistentwith that level of care and skill ordinarily exercised by other members of the legal profession currently practicing under similar conditions and in compliance with the standards established by the Nevada Department of Indigent Defense Services and as required under the terms of this Contract.

21. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement 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 Firm or County.

22. NOTICES. All formal notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, returnreceipt 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 otheraddress that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Attn. County Manager
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-9821

To Firm: Justin Clouser, Esq.
Clouser Law Group, Ltd.
1687 U.S. Hwy 395 N., Suite A
Minden, NV 89423
Telephone (775) 782-2888

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

Justin Clouser, Esq.

By:_____
Justin Clouser, Esq. (Date)

Douglas County

By:_____
Jenifer Davidson (Date)
County Manager

Joe Lombardo
Governor

Peter Handy
Deputy Director

Brenda Roberts
Deputy Director

Homa Sayyar
Deputy Director

STATE OF NEVADA
DEPARTMENT OF INDIGENT DEFENSE SERVICES

751 Basque Way | Carson City, NV 89706-7934
Phone: (775) 687-8490 | dids.nv.gov

December 29, 2025

Justin Clouser
Clouser Law Group, Ltd.
1687 Hwy 395 N., Suite 4
Minden, NV 89423

Sent via email to jclouser@clouserlaw.com

RE: Updated application for list of eligible providers

Dear Mr. Clouser,

Thank you for submitting your updated application for inclusion on the Department's list of eligible indigent defense providers. Selection of indigent defense counsel will proceed as indicated in each County's plan. County plans may be found on the Department's website under County Resources.

Date of Original Application: October 8, 2021.

Date of Updated Application: December 18, 2025.

Jurisdictions requested: Carson City; Douglas County.

Categories Approved:

- Misdemeanor;
- Gross Misdemeanor and Category E, D, C, and B (for which the maximum penalty is 10 years or less) felonies;
- Category B (for which the maximum penalty is more than 10 years) and non-capital Category A felonies;
- Direct Appeal, Non-Capital;
- Juvenile.

If you disagree with this determination, you may submit a request for reconsideration within 30 days of receipt of this notice. Please include the basis for the reconsideration in the request. The Board on Indigent Defense Services will review any request for reconsideration submitted at the next scheduled meeting.

Please note that section 37(2) of the Regulations of the Board on Indigent Defense Services requires indigent defense providers to complete each year "a minimum of 5 hours of CLE courses relevant to indigent defense services" and to submit proof thereof by January 1 of the following year in the form of "the annual transcript for the attorney from the Board of Continuing Legal Education of the State Bar of Nevada." You may email the transcript to didscontact@dids.nv.gov or mail it to the address on our website (dids.nv.gov).

Sincerely,

/s/ Brenda Roberts
Brenda Roberts
Deputy Director

AMENDED
CONTRACT FOR INDIGENT LEGAL SERVICES

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

Justin Clouser of Clouser Law Group, Ltd.

This Contract for Indigent Legal Services (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada ("County"), and **Justin Clouser, Esq.** ("Attorney"). The County and Attorney are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, County, from time to time, requires the professional services of independent contractors; and

WHEREAS, it is deemed that the services of Attorney are both necessary and desirable and in the best interests of County; and

WHEREAS, Attorney represents that Attorney is licensed to practice law in the State of Nevada, is in good standing with the State Bar of Nevada, and Attorney duly qualified, equipped, staffed, ready, willing and able to perform and render the legal services required by the County.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made,the County and Attorney mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective July 1, 2025, and will remain in effect until December 31, 2025, unless earlier terminated pursuant to the terms of this Contract.

2. INDEPENDANT CONTRACTOR STATUS. The Parties agree that Attorney, Attorney's associates and employees shall have the status of independent contractors and that this Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted, to the parties, including that the Attorney's employees and agents are not Douglas County employees, 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 if the requirements of NRS 612.085 for independent contractors are met.

Attorney and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

a. Attorney has the right to perform services for others during the term of this Contract.
b. Attorney has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed except as explicitly stated in this Contract.
c. Attorney shall not be assigned a work location on County premises.
d. Attorney, at Attorney's sole expense, will furnish all equipment and materials used to provide the services required by this Contract.
e. Attorney, at Attorney's sole expense, has the right to hire assistants to assist Attorney to provide the services required by this Contract.
f. Attorney or Attorney's employees or contract personnel shall perform the services required by this Contract, and Attorney agrees to the faithful 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 Attorney.
g. Neither Attorney nor the Attorney's attorneys, 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 Attorney or Attorney's employees or contract personnel to devote full time to performing the services required by this Contract.

Attorney further certifies the following:

i. Attorney is licensed by the State Bar of Nevada to provide legal services to members of the public and agrees to maintain the required professional license to practice law in active status and in good standing for the State of Nevada.
j. Attorney understands that Attorney 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. Attorney understands that an IRS Form 1099 will be filed by County for all payments County makes to Attorney.

3. INDUSTRIAL INSURANCE. Attorney agrees, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the County to make any payment under this Contract, Attorney must provide an affidavit indicating that Attorney is a sole proprietor and that:

A. In accordance with the provisions of NRS 616B.659, Attorney 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.

4. SERVICES TO BE PERFORMED. On an as-needed basis, the Attorney will provide professional legal services including the following:

A. Attorney will represent adult criminal defendants that a court in Douglas County has determined to be indigent. The representation will include all stages of the criminal proceedings including bail hearings and other court appearances, and revocation of probation or parole, but not post-conviction proceedings.

B. Attorney will provide legal representation for a child alleged to be delinquent or in need of supervision where a court orders the appointment in accordance with NRS Chapter 62A.

C. If at any time during the representation of a person the Attorney has reason to believe the person is not indigent, Attorney must immediately notify the court.

D. If, at any time during the representation of a person, the Attorney has reason to believe that there is a legal ethical conflict with that representation, Attorney must immediately notify the court.

E. If a defendant who is requesting appointed counsel due to indigence has contacted Attorney concerning retaining that Attorney for representation, that Attorney will not be obligated to accept that appointed case. Attorney must notify the appropriate court, by letter, of the contact with the indigent defendant prior to the proposed appointment, and the next law firm in the rotation will be appointed.

F. Attorney shall perform all duties required under the Nevada Revised Statutes and by the Nevada Department of Indigent Defense Services ("DIDS") and Board of Indigent Defense Services ("BIDS"), including standards of performance, record keeping, time keeping and reporting requirements. However, in no event shall Attorney be required to provide any information that would compromise client confidentiality, prejudice the rights or defense of any eligible client or violate any provision of the Nevada Rules of Professional Conduct.

G. Attorney understands that DIDS, in collaboration with the National Center for State Courts ("NCSC"), performed a Rural Nevada Indigent Defense Services Weighted Caseload Study and submitted a Final Report in October 2023 that was subsequently adopted by BIDS on November 2, 2023. Although County believes the BIDS Adopted Weighted Caseload Study is defective and requires additional study and revisions, for the purpose of this Contract, according to the BIDS Adopted Weighted Caseload Study, the case-related annual attorney year value is 1,392.6 hours per 1.0 full-time equivalent ("FTE") attorney.

5. STANDARD OF WORK.

A. In providing legal representation as set forth in Paragraph Four, Attorney and Attorney's associates and employees must provide those services in a

professional, competent, and effective manner. This includes, but is not limited to, interviewing the client, appearing at all court hearings or providing coverage for those court hearings, filing all necessary motions or other legal documents and performing or supervising any necessary investigations.

Attorney shall:

(1) Provide zealous, competent representational services in all cases;
(2) Comply with the requirements of the DIDS Standards of Performance;
(3) Comply with the Nevada Indigent Defense Standards of Performance set forth in ADKT No. 41 of the Nevada Supreme Court;
(4) Comply with all applicable laws and regulations;
(5) Comply with the Nevada Rules of Professional Conduct ("NRPC");
(6) Comply with the Douglas County Plan for the Provision of Indigent Defense Services (attached as Exhibit "A");
(7) Agree to not accept cases for which the Attorney is not approved by DIDS; and
(8) Agree to not accept any case if Attorney does not have the experience, qualifications, and sufficient time to accept the appointment or is otherwise unable to provide competent legal representation in compliance with NRPC, ADKT No. 41, DIDS Standards of Performance, and the requirements of this Contract.

B. Attorney agrees to furnish a telephone number for use after normal office hours in any emergency that may arise where Attorney's services are requested pursuant to the terms of this Contract to the Justice Courts, District Courts and District Attorney. The expense of office space, furniture, equipment, supplies, routine investigative costs and secretarial services suitable for the conduct of Attorney's practice as required by this Contract are the sole responsibility of Attorney and are a part of Attorney's compensation pursuant to Paragraph 6 of the Contract.

C. Attorney's attorneys may engage in the private practice of law which does not conflict with Attorney's professional services required pursuant to this contract.

D. Because Attorney is an independent contractor for Douglas County, the Attorney's employees promise and agree to not sue, be a party to, or assist in any lawsuit against Douglas County.

E. Attorney agrees to furnish to County a copy of the DIDS Eligible Provider Approval Letter (Exhibit "B") verifying the category of cases each of the Attorney's attorneys are authorized to accept.

6. PAYMENT FOR SERVICES.

A. Attorney agrees to provide the services set forth in Paragraph 4 at a rate of One Hundred and Seventy-Five Dollars ($175.00) per hour through the term of this Contract. The total compensation the Attorney may receive during the term of this Contract must not exceed $60,000.

B. The Attorney may secure payment for investigative costs, expert witness fees, forensic services, translators, laboratory analysis, or other legally necessary services if authorized in advance by the Director of Indigent Defense. Attorney understands and agrees that the reimbursement of these costs are subject to the limits and requirements of NRS 7.135. Attorney agrees to submit invoices within ten days of the end of the prior month in which any costs or other expenses were incurred and for which reimbursement is requested from the County. County will pay invoices it receives within a reasonable time. However, in no event will Attorney be reimbursed or receive payment for travel expenses or any form of per diem expense.

C. The compensation specified above is in lieu of the statutorily prescribed fees codified in NRS 7.125. However, the Court may, for the reasons specified in NRS 7.125(4), award extraordinary fees to Attorney in a particular matter, which are over and above the compensation specified provided that the statutorily prescribed procedures contained in Nevada law, including NRS 7.125(4), are complied with.

D. Attorney agrees to submit invoices within ten days of the end of the prior month for the legal services provided to County. County will pay invoices it receives within a reasonable time. A 1099 Miscellaneous Income Form will be issued by County to Attorney at year-end for all amounts paid by County to Attorney.

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A. Either Party may terminate this Contract without cause, provided that a termination shall not be effective until 90 calendar days after the Party has served written notice upon the other Party. All monies due and owing up to the point of termination of the Contract shall be paid by County, and all pending cases that were produced for this Contract must be immediately turned over to the Court for re-assignment. If terminated, the total compensation of the Attorney will be reduced to the proportionate number of days worked by the Attorney. The Attorney must reimburse the County for any funds received to which Attorney is not entitled due to the termination of the Contract.

B. If Attorney should be unable to perform any or all of the duties required by reason of illness, accident or other cause beyond Attorney's control, and the disability exists for a period beyond ten (10) judicial days, Attorney must provide, at Attorney's own expense, a substitute attorney (which could include other contract attorneys) to perform the duties of the Attorney during the term of disability. If the disability is permanent, irreparable, or of such nature as to make the performance of the Attorney's duties impossible, the County may, at its discretion, terminate this Contract, and the respective duties, rights and obligations of this Contract will terminate.

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16. DELEGATION OF AUTHORITY. The Judges of the Ninth Judicial District Court and the Justices of the two Townships are expressly designated the authority to oversee and implement the provisions of this Contract. Such designations include the development of factors for determining whether a person is indigent, and all other properly related matters related to the appointment of indigent defense counsel. The Director of Indigent Defense is expressly designated the authority to oversee and implement the provisions of this Contract. This authority includes the assigning of cases on a rotating basis among attorneys to ensure an equitable distribution, ordering/requiring monthly time summaries from attorneys, and preparing vouchers for the quarterly payments due to Attorney. However, the County reserves the right to maintain ultimate control over the terms and provisions of this Contract.

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19. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Contract.

20. STANDARD OF CARE. Attorney, its agents and employees will perform all services in a manner consistentwith that level of care and skill ordinarily exercised by other members of the legal profession currently practicing under similar conditions and in compliance with the standards established by the Nevada Department of Indigent Defense Services and as required under the terms of this Contract.

21. 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 Attorney or County.

22. NOTICES. All formal 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
Attn. County Manager
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-9821

To Attorney:
Justin Clouser, Esq.
Clouser Law Group, Ltd.
1687 U.S. Hwy 395 N., Suite A
Minden, NV 89423
Telephone (775) 782-2888

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

Justin Clouser, Esq.

By: Justin Clouser 01/07/2026
Justin Clouser, Esq. (Date)

Douglas County

By:_____
Jenifer Davidson (Date)
County Manager

CONTRACT FOR INDIGENT LEGAL SERVICES

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

Justin Clouser, Esq. of Clouser Law Group, Ltd.

This Contract for Indigent Legal Services (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada ("County"), and **Justin Clouser, Esq.** ("Firm"). The County and Firm are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, County, from time to time, requires the professional services of independent contractors; and

WHEREAS, it is deemed that the services of Firm are both necessary and desirable and in the best interests of County; and

WHEREAS, Firm represents that Firm's attorneys are licensed to practice law in the State of Nevada, are in good standing with the State Bar of Nevada, and Firm duly qualified, equipped, staffed, ready, willing and able to perform and render the legal services required by the County.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Firm mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective **January 1, 2026**, and will remain in effect until **June 30, 2026**, unless earlier terminated pursuant to the terms of this Contract.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Firm, Firm's attorneys, associates and employees shall have the status of an independent contractors and that this Contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted, to the parties, including that the Firm's attorneys are not Douglas County employees 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 if the requirements of NRS 612.085 for independent contractors are met.

Firm and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

a. Firm has the right to perform services for others during the term of this Agreement.
b. Firm has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
c. Firm shall not be assigned a work location on County premises.
d. Firm, at Firm's sole expense, will furnish all equipment and materials used to provide the services required by this Contract.
e. Firm, at Firm's sole expense, has the right to hire associates and assistants as subcontractors, or to use Firm's employees to provide the services required by this Agreement.
f. Firm or Firm's employees or contract personnel shall perform the services required by this Agreement, and Firm agrees to the faithful 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 Firm.
g. Neither Firm nor the Firm's attorneys, employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
h. County shall not require Firm or Firm's employees or contract personnel to devote full time to performing the services required by this Agreement.

Firm further certifies the following:

i. Contactor is licensed by the State Bar of Nevada to provide legal services to members of the public and agrees to maintain the required professional license to practice law in active status and in good standing for the State of Nevada.
j. Firm understands that Firm 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. Firm understands that an IRS Form 1099 will be filed by County for all payments County makes to Firm.

3. **INDUSTRIAL INSURANCE.** Firm agrees, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the County to make any payment under this Contract, Firm must provide an affidavit indicating that Firm is a sole proprietor and that:

A. In accordance with the provisions of NRS 616B.659, Attorney 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.

4. **SERVICES TO BE PERFORMED.** On an as-needed basis, the Firm will provide professional legal services including the following:

A. Firm will represent adult criminal defendants that a court in Douglas County has determined to be indigent. The representation will include all stages of the criminal proceedings including bail hearings and other court appearances, appeals and revocation of probation or parole, but not post-conviction proceedings.

B. Firm will provide legal representation for a child alleged to be delinquent or in need of supervision where a court orders the appointment in accordance with NRS Chapter 62A.

C. If at any time during the representation of a person the Firm has reason to believe the person is not indigent, Firm must immediately notify the court.

D. If, at any time during the representation of a person, the Firm has reason to believe that there is a legal ethical conflict with that representation, Firm must immediately notify the Court.

E. If a defendant who is requesting appointed counsel due to indigence has contacted Firm concerning retaining that Firm for representation, that Firm will not be obligated to accept that appointed case. Firm must notify the appropriate court, by letter, of the contact with the indigent defendant prior to the proposed appointment, and the next law firm in the rotation will be appointed.

F. Firm shall perform all duties required under the Nevada Revised Statutes and by the Nevada Department of Indigent Defense Services ("DIDS") and Board of Indigent Defense Services ("BIDS"), including standards of performance, record keeping, time keeping and reporting requirements. However, in no event shall Firm be required to provide any information that would compromise client confidentiality, prejudice the rights or defense of any eligible client or violate any provision of the Nevada Rules of Professional Conduct.

G. Firm understands that DIDS, in collaboration with the National Center for State Courts ("NCSC"), performed a Rural Nevada Indigent Defense Services Weighted Caseload Study and submitted a Final Report in October 2023 that was subsequently adopted by BIDS on November 2, 2023. Although the County believes the BIDS Adopted Weighted Caseload Study is defective and requires additional study and revisions, for the purpose of this Contract, according to the BIDS Adopted Weighted Caseload Study, the case-related annual attorney year value is 1,392.6 hours per 1.0 full-time equivalent ("FTE") attorney. Firm promises and agrees to commit up to **2,200 hours per year** for Firm and Firm's attorneys, associates and employees to provide services under this Contract.

5. Standard Of Work.

A. In providing legal representation as set forth in Paragraph Four, Firm and Firm's attorneys, associates and employees must provide those services in a professional, competent, and effective manner. This includes, but is not limited to, interviewing the client, appearing at all court hearings or providing coverage for those court hearings, filing all necessary motions or other legal documents and performing or supervising any necessary investigations.

Firm shall:

(1) Provide zealous, competent representational services in all cases;
(2) Comply with the requirements of the DIDS Standards of Performance;
(3) Comply with the Nevada Indigent Defense Standards of Performance set forth in ADKT No. 41 of the Nevada Supreme Court;
(4) Comply with all applicable laws and regulations;
(5) Comply with the Nevada Rules of Professional Conduct ("NRPC");

(6) Comply with the Douglas County Plan for the Provision of Indigent Defense Services (attached as Exhibit "A");
(7) Agree to not accept cases for which the Firm is not approved by DIDS; and
(8) Agree to not accept any case if Firm's attorneys do not have the experience, qualifications, and sufficient time to accept the appointment or is otherwise unable to provide competent legal representation in compliance with NRPC, ADKT No. 41, DIDS Standards of Performance, and the requirements of this Contract.

B. Firm agrees to staff and maintain an office in Douglas County, Nevada. Firm agrees to furnish a telephone number for use after normal office hours in any emergency that may arise where Firm's services are requested pursuant to the terms of this Contract to the Justice Courts, District Courts and District Attorney. The expense of office space, furniture, equipment, supplies, routine investigative costs and secretarial services suitable for the conduct of Firm's practice as required by this Contract are the sole responsibility of Firm and are a part of Firm's compensation pursuant to Paragraph 6 of the Contract.

C. Firm's attorneys may engage in the private practice of law which does not conflict with Firm's professional services required pursuant to this contract.

D. Because Firm is an independent contractor for Douglas County, the Firm's attorneys and employees promise and agree to not sue, be a party to, or assist in any lawsuit against Douglas County.

E. Firm agrees to furnish to County a copy of the DIDS Eligible Provider Approval Letter (Exhibit "B") verifying the category of cases each of the Firm's attorneys are authorized to accept.

6. PAYMENT FOR SERVICES.

A. Firm agrees to provide the services set forth in Paragraph 4 at a cost not to exceed **One Hundred and Thirty-Two Thousand Five Hundred Dollars** ($132,500.00) through the term of this Contract ("Base Compensation"). Payment of Firm's base pay will be made by the County to the Firm in quarterly payments of $66,250.00 to be paid on or before January 1, 2026 and April 1, 2026.

B. In addition to Firm's Base Compensation, Firm will be compensated for any weekend or holiday that a Firm attorney attends, or is required to be available (i.e., on standby), to attend weekend arraignment/pretrial release hearings at the rate of $450.00 per day.

C. The Firm may secure payment for investigative costs, expert witness fees, forensic services, translators, laboratory analysis, or other legally necessary services if authorized in advance by the Douglas County Indigent Defense Services Coordinator. Firm understands and agrees that the reimbursement of these costs is subject to the limits and requirements of NRS 7.135. Firm agrees to submit invoices within ten days of the end of the prior month in which any costs or other expenses were incurred and for which reimbursement is requested from the County. County will pay invoices it receives within a reasonable time. However, in no event will Firm be reimbursed or receive payment for travel expenses or any form of per diem expense.

D. The compensation specified above is in lieu of the statutorily prescribed fees codified in NRS 7.125. However, the Court may, for the reasons specified in NRS 7.125(4), award extraordinary fees to Firm in a particular matter, which are over and above the compensation specified provided that the statutorily prescribed procedures contained in Nevada law, including NRS 7.125(4), are complied with.

E. Firm agrees to submit invoices within ten days of the end of the prior month for the legal services provided to County, including any weekend or holiday hearings for which Firm seeks payment. County will pay invoices it receives within a reasonable time. A 1099 Miscellaneous Income Form will be issued by County to Firm at year-end for all amounts paid by County to Firm.

7. TERMINATION OF CONTRACT.

A. Either Party may terminate this Contract without cause, provided that a termination shall not be effective until 90 calendar days after the Party has served written notice upon the other Party. All monies due and owing up to the point of termination of the Contract shall be paid by County, and all pending cases that were produced for this Contract must be immediately turned over to the Court for re-assignment. If terminated, the total compensation of the Firm will be reduced to the proportionate number of days worked by the Firm. The Firm must reimburse the County for any funds received to which Firm is not entitled due to the termination of the Contract.

B. If Firm should be unable to perform any or all of the duties required by reason of illness, accident or other cause beyond Firm's control, and the disability exists for a period beyond ten (10) judicial days, Firm must provide, at Firm's own expense, a substitute attorney (which could include other contract attorneys) to perform the duties of the Firm during the term of disability. If the disability is permanent, irreparable, or of such nature as to make the performance of the Firm's duties impossible, or the disability continues beyond forty (40) judicial days, the County may, at its discretion, terminate this Contract, and the respective duties, rights and obligations of this Contract will terminate.

8. PROFESSIONAL LICENSE. Firm agrees to maintain the Firm's attorneys' professional license to practice law in active status and in good standing with the State of Nevada. Firm promises and agrees to notify the County Manager and the Douglas County Appointed Counsel Program Coordinator if an attorney with the Firm is brought before the State Bar of Nevada on any ethics charge or if a Firm attorney is arrested for any crime. Failure to maintain this license to practice law will result in the immediate termination of this Contract.

9. GENERAL LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Firm and Firm is required to acquire and maintain general liability insurance in the minimum amount of $1,000,000 during the term of this Contract at Firm'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.

10. LEGAL MALPRACTICE INSURANCE. Firm agrees to acquire and maintain malpractice insurance in the minimum amount of $250,000 per claim and $500,000 aggregate claims during the term of this Contract at Firm's sole expense. Proof of malpractice insurance must be sent to

the County within five (5) business days upon request. Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such malpractice insurance.

11. NONAPPROPRIATION. Nothing in the Contract will be construed to provide Firm 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 Firm 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 Firm. Firm will have no claim of any sort to the unexpended funds.

12. 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. 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. Therate 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 forthe County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutuallyagree to not seek punitive damages against either Party. 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 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 stall prevail, thereafter the terms of Attachment A.

13. COMPLIANCE WITH APPLICABLE LAWS. Firm 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 limitedto, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws. County will not waive and intends to assert all available NRS chapter 41 liability limitations.

14. ASSIGNMENT. Firm will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the Douglas County Appointed Counsel Program Coordinator and must meet the qualifications under the Nevada Department of Indigent Services to represent the charged individual. If the Firm wishes to have a substitute attorney appear for the Firm due to vacation, illness or personal family matter, then the Firm may do so and is responsible for paying the substitute attorney. There is no requirement to have the Douglas County Appointed Counsel Program Coordinator approve such substitution if the substitution is for less than twenty-five judicial days per calendar year.

15. COUNTY INSPECTION. The accounting records and expense invoices of Firm related to the Contract will be subject to inspection, examination and audit by the County,

including by the County Manager and Chief Financial Officer, to audit and verify the expenses claimed by Firm.

16. **DELEGATION OF AUTHORITY.** The Judges of the Ninth Judicial District Court and the Justices of the two Townships are expressly designated the authority to oversee and implement the provisions of this Contract. Such designations include the development of factors for determining whether a person is indigent and all other properly related matters related to the appointment of indigent defense counsel. The Douglas County Appointed Counsel Program Coordinator is expressly designated the authority to oversee and implement the provisions of this Contract. This authority includes the assigning of cases on a rotating basis among attorneys to ensure an equitable distribution, ordering/requiring monthly time summaries from attorneys, and preparing vouchers for the quarterly payments due to Firm. However, the County reserves the right to maintain ultimate control over the terms and provisions of this Contract.

17. **INDEMNIFICATION OF COUNTY.** To the fullest extent permitted by law, Firm and its principals shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Firm, its officers,employees and agents arising from or relating to this Contract. Firm will defend, hold harmless and/or indemnify County against such claims. Notwithstanding the obligation of Firm to defend County as set forth in this paragraph, County may elect to participate in the defense of any claim brought against County because of the conduct of Firm, its officers, employees and agents. Such participation shall be at County's own expense and County shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

18. **MODIFICATION OF CONTRACT.** The Contract and any attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

19. **AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this Contract.

20. **STANDARD OF CARE.** Firm, its attorneys, agents and employees will perform all services in a manner consistentwith that level of care and skill ordinarily exercised by other members of the legal profession currently practicing under similar conditions and in compliance with the standards established by the Nevada Department of Indigent Defense Services and as required under the terms of this Contract.

21. **THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement 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 Firm or County.

22. **NOTICES.** All formal notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, returnreceipt 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 otheraddress that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Attn. County Manager
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-9821

To Firm: Justin Clouser, Esq.
Clouser Law Group, Ltd.
1687 U.S. Hwy 395 N., Suite A
Minden, NV 89423
Telephone (775) 782-2888

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

Justin Clouser, Esq.

By: Justin Clouser 01/07/2025
Justin Clouser, Esq. (Date)

Douglas County

By:_____
Jenifer Davidson (Date)
County Manager

AGENDA ITEM NO. G.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: January 22, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve an amended hourly contract with Justin Clouser, Esq., to provide conflict indigent defense services at an hourly rate of $175 per hour on all cases, with an amended not-to-exceed amount of $60,000 for the contract, effective July 1, 2025, through December 31, 2025. It is anticipated that Mr. Clouser will undertake an annual contract for the provision of such services on January 1, 2026. However, the amount of compensation to Mr. Clouser through December 31, 2025, will exceed the current $50,000 cap necessitating the amendment. (Brian Filter, Director of Indigent Defense)

RECOMMENDED MOTION:
Approve an amended hourly contract with Justin Clouser, Esq. to provide conflict indigent defense services at an hourly rate of $175 per hour on all cases, with a not-to-exceed amount of $60,000, effective July 1, 2025, through December 31, 202, 5as presented.

FINANCIAL IMPACT:
The State Legislature allocated funds for reimbursement to Douglas County for Conflict Indigent Defense Attorney at $175 per hour, as described in the background section of this agenda item.

BACKGROUND:
Douglas County is required to provide an attorney to indigent persons in certain cases which include, but are not limited to, adult and juvenile offenders, as well as NRS Chapter 432B (child abuse and neglect) cases. Several years ago the County began contracting with private attorneys to provide these constitutionally required legal services. Due to staffing levels recommended by the State of Nevada Department of Indigent Defense Services, it is recommended that the County enter an additional hourly rate contract with a local attorney to provide indigent defense services on an as-needed basis.
The total amount of compensation will normally not exceed $50,000 per contract during the fiscal year. However, Mr. Clouser's compensation under his current contract will exceed the $50,000 cap and the amended contract is required to facilitate his transition to the pending annual contract.

ATTACHMENTS:

Douglas County Plan for the Provision of Indigent Defense Services Adopted June 2025.docx
AMENDED HOURLY CONTRACT FY 25-26 Clouser.pdf

The Douglas County Plan for the Provision of Indigent Defense Services

Adopted 6/05/2025

The Indigent Defense Services Plan ("Plan") of Douglas County provides a plan for when counsel is required to be appointed for persons to whom indigent defense services may be provided under section 180.004 of the Nevada Revised Statutes ("NRS"). This Plan is designed to meet the requirements of NRS 260.070(2) and to comply with the Nevada Supreme Court Rule Change ("ADKT") No. 411, dated October 15, 2008.

I. RECITALS

A. The Board of Indigent Defense Services ("BIDS") requires Douglas County ("County") to amend its adopted Plan for Indigent Defense Services to include a plan for how the County intends to comply with BIDS' National Center for State Courts ("NCSC") Workload Study by November 1, 2024. Douglas County has significant concerns regarding the methodology used and the conclusions reached in the NCSC Workload Study. Rather than basing the adopted standards on an independent review and evaluation of the quality of legal services provided in each jurisdiction, the BIDS instead chose to adopt a maximum workload standard of 1,392 hours per full time equivalent (FTE) contract attorney and to set a minimum number of FTE units for each county.

B. Douglas County also has significant concerns about a state agency having the power to authorize the expenditure of county funds or dictate or override the autonomy of the elected or appointed officials of a Nevada county. As such, this plan is not intended to authorize any expenditures of county funds that are not authorized by elected or appointed persons in Douglas County. It is not the desire or purpose of the Douglas County Board of County Commissioners to authorize a state agency to expend county monies.

C. The functioning of the broader representation and defense services in Douglas County relies upon Appointed Attorney representing parents in NRS Chapter 432B (Child Abuse and Neglect) actions. Portions of this Plan are contingent upon the State of Nevada paying for the increases in the budgetary amounts caused by the adoption of this Plan. In the event that the State of Nevada does not authorize the increase in expenditures, portions of this Plan may be eliminated.

II. STATEMENT OF POLICY

A. Authorities:

1. NRS 7.125.

2. NRS 180.320(2).

3. Nevada Department of Indigent Defense Temporary Regulation Section 23.

4. *In the Matter of the Review of Issues Concerning Representation of Indigent Defendants in Criminal and Juvenile Delinquency Cases*, ADKT No. 411.

B. Objectives

The objective of this Plan is to continue to provide for equality before the law for all persons. Therefore, this Plan shall be administered so that those accused of crime, or otherwise eligible for services of Appointed Attorney, will not be deprived of any element of representation necessary to an adequate defense because the accused are financially unable to pay for adequate representation. The Plan, and any attorneys providing indigent defense services pursuant to this Plan, must be free from political and undue budgetary influence and be subject to judicial supervision only in the same manner and to the same extent as retained counsel or a prosecuting attorney.

III. DEFINITIONS

A. "Appointed Attorney" includes private attorneys, both contracted and hourly.

B. "Director of Indigent Defense Services" or "Director" performs such duties and responsibilities as assigned by the County Manager as are reasonably necessary to oversee Douglas County's indigent defense program including assigning cases on a rotating basis among the contract Appointed Attorneys to ensure competent legal representation; monitoring case reporting requirements from attorneys; approving of and overseeing the use of substitute attorneys for the contract Appointed Attorneys; and all other properly related matters. As the Department of Indigent Defense Services' ("DIDS") designee, this position will work in coordination with DIDS to ensure requested data is provided to DIDS.

C. "Representation" includes counsel and investigative, expert, and other services.

IV. PROVISIONS OF REPRESENTATION

A. Mandatory: Douglas County shall provide representation for any financially eligible person who:

1. is charged with a felony or gross misdemeanor;

2. is charged with a misdemeanor where jail time is mandatory or the prosecutor is seeking jail time;

3. is alleged to have violated probation or other court supervision and jail time or a sentence of confinement may be imposed;

4. is a juvenile alleged to have committed an act of delinquency or alleged to be a child in need of supervision;

5. is party to a dependency case where termination of rights is a possibility;

6. is subject to commitment pursuant to NRS 433A.310;

7. is in custody as a material witness;

8. is entitled to appointment of counsel under the Sixth Amendment to the U.S. Constitution or any provision of the Nevada Constitution, or when due process requires the appointment, or the judge is likely to impose jail time;

9. faces loss of liberty in a case and Nevada law requires the appointment of counsel;

10. faces loss of liberty for criminal contempt;

11. has received notice that a grand jury is considering charges against him or her and requests appointment of counsel.

B. Discretionary: Whenever a court determines that the interests of justice so require, representation may be provided for any financially eligible person who:

1. is charged with a misdemeanor, infraction or code violation for which a sentence of confinement is authorized;

2. is a party to a dependency case in which termination of parental rights is a possibility;

3. is or has been called as a witness before a grand jury, a court, or any agency which has the power to compel testimony, and there is reason to believe, either prior to or during testimony, that the witness could be subject to criminal prosecution, a civil or criminal contempt proceeding, or face loss of liberty;

4. any other case in which the court determines in the interest of justice appointment of counsel is appropriate.

C. Timing of Appointment of Counsel: An Appointed Attorney shall be provided to eligible persons:

1. within 72 hours as soon as feasible after the individual's first appearance before a judge; or

2. when they are formally charged or notified of charges if formal charges are sealed; or

3. when a Justice of the Peace or District Judge otherwise considers appointment of counsel appropriate.

D. Number and Qualifications of Appointed Attorney:

1. Appointment: One attorney shall be appointed consistent with Section 4 and 5 herein, except Capital Cases;

2. Notice to DIDS: The Director of Indigent Defense shall, as soon as possible, refer all open murder cases which are reasonably believed to result in a Capital Case to the State Office of the Public Defender for representation in accordance with Nevada Supreme Court Rule 250;

3. Notice to DIDS: The Director of Indigent Defense shall also refer all appellate and parole violation cases to the State Office of the Public Defender for representation as soon as possible.

E. Eligibility for Appointed Representation:

1. Financial Eligibility:

(a) a person shall be deemed "indigent" who is unable, without "substantial hardship" to himself or his dependents, to obtain competent, qualified legal counsel on his or her own;

(b) "substantial hardship" is presumptively determined to include all defendants who receive public assistance, such as Food Stamps, Temporary Assistance for Needy Families, Medicaid, Disability Insurance, reside in public housing, or earn less than 200 percent of the Federal Poverty Guideline;

(c) a defendant is presumed to have a "substantial hardship" if he or she is currently service a sentence in a correctional institution or housed in a mental health facility or is a minor;

(d) defendants not falling below the presumptive threshold for indigency will be subject to a more rigorous screening process to determine if the accused's particular circumstances, including seriousness of charges being faced, monthly expenses, and local private counsel rates, would result in a "substantial hardship" were they required to retain private counsel.

2. Screening for Eligibility: Within 48 hours, the Court Administration, or Director of Indigent Defense, shall conduct screening for financial eligibility and provide a recommendation to the court with regard to eligibility of the defendant for the services of an Appointed Attorney based upon the provisions set forth above. An

Appointed Attorney may assist in supplying information during the screening but shall not be asked to decide or recommend eligibility.

3. Automatic Eligibility: A minor alleged to have committed an act of juvenile delinquency, or alleged to be a child in need of supervision is automatically eligible for an Appointed Attorney because the presumption of indigency always accompanies any charges filed against a minor.

V. APPOINTMENT OF PRIVATE ATTORNEYS

A. System of Selection for Court Appointed Attorneys

1. As required, but not less than every three (3) years, Douglas County will recruit qualified attorneys, that meet the standards of BIDS, to provide indigent defense services on a contract basis.

2. Recruitment will take place during the spring or as required, with annual contracts beginning July 1st of each fiscal year.

3. Attorneys interested in providing indigent defense services on a contract basis will provide Letters of Interest to the Director of the Department of Indigent Defense and complete the Rural County Application for List of Qualified and Appointed Attorney maintained by DIDS for consideration.

4. Attorneys must demonstrate compliance with the standards and regulations of BIDS pertaining to training, education, and qualifications by submitting an application to DIDS.

5. The Appointed Attorney Selection Committee ("AASC") will consist of the Director of Indigent Defense, the County Manager, and no less than three members selected by the County Manager. The AASC shall review the qualifications of applicants for contract or hourly appointments, review the list of attorneys from which appointments are made in hourly cases, and determine which attorneys shall be recommended to the Douglas County Board of Commissioners for appointments.

6. The AASC shall be made up of no less than three (3) members who:

   (a) have no pecuniary interest in the outcome of the attorney selection or performance evaluation process;

   (b) have no legal, financial or familial relationship to any attorney whose qualification or performance will be evaluated;

   (c) are not directly related to the judiciary or any prosecution function; and

(d) have an interest in the variety of types of cases that are represented by the appointed counsel lists to be selected by the AASC.

7. On an ongoing basis, the AASC shall:

   (a) meet at least once a year and shall solicit input from judges, and others familiar with the practice of criminal defense, juvenile law and family law where appointed counsel are utilized;

   (b) review any complaints from clients;

   (c) review the history of participation in training of each applicant and each contract or hourly attorney receiving appointments;

   (d) determine eligibility and recommendation of appointed counsel for new and continued participation; and

   (e) bring forward recommendations to the Board of County Commissioners regarding the need for additional Appointed Attorney Contracts and possible changes to the Douglas County Plan for the Provision of Indigent Defense Services as necessary.

8. While an Appointed Attorney may receive assistance from associate attorneys, participants in a mentorship program, or other attorneys deemed qualified by the AASC, in carrying out his/her responsibilities, Appointed Attorneys cannot delegate responsibilities for representation to another attorney. All substantive court appearances must be made by an attorney who has been determined to be qualified by the AASC.

9. Complaints from clients, judges or the public about representation by an Appointed Attorney shall be transmitted to the Director for consideration by the AASC in evaluation of Appointed Attorney.

B. Contract Attorneys

1. Douglas County shall contract for the appointment of qualified attorneys;

2. Douglas County Appointed Attorney compensation may be based on a flat fee, an hourly basis, or a combination of both. If the contract is based on a flat fee, the contract should consider, but not be limited to, the following factors:

   (a) the average overhead for criminal defense practitioners in the locality;

   (b) the number of assignments expected under the contract;

(c) the hourly rate paid for all Appointed Attorneys;

(d) ensure the Appointed Attorney will comply with the Nevada Rules of Professional Conduct, including the duty of diligence (NRPC Rule 1.3) and competence (NRPC Rule 1.1);

(e) allow for the modification of attorney's fees for extraordinary cases;

(f) allow for investigative and expert witness fees; and

(g) the ability of the Appointed Attorney to comply with the Performance Standards for Appointed Attorney as adopted and amended by the Nevada Supreme Court.

3. Douglas County shall contract with attorneys as an Appointed Attorney only after the attorney has been qualified by the AASC. Because there is currently an urgent need for qualified indigent defense counsel in several rural counties across the state, if the county is unable to recruit sufficient qualified Court Appointed Attorneys, the county will continue to recruit for qualified attorneys until such time a selection can be made;

4. The contract must be subject to termination annually or sooner, if determined by the AASC that an Appointed Attorney is not abiding by the standard guidelines for qualification of appointed counsel;

5. The payment of fees and expenses of contracted an Appointed Attorney by Douglas County shall be governed by contract between counsel and Douglas County.

6. The contract shall exclude appointment in cases with the potential of a life sentence and capital cases.

C. Hourly and Capital Case Attorneys:

1. If an Appointed Attorney cannot handle the case, or the Director of Indigent Defense Services determines the case is not appropriate for an Appointed Attorney to handle, alternative legal representation will be selected by the Director of Indigent Defense Services as follows:

(a) The Director of Indigent Defense Services shall select an alternative Appointed Attorney, in consecutive order, from the hourly list.

(b) However, if the nature of the case requires that lead counsel be selected from a Capital Case qualified list, the Director of Indigent Defense Services shall immediately appoint an attorney from that list for representation in accordance with Nevada Supreme Court Rule 250.

2. The payment of fees and expenses of Hourly and Capital Case appointed attorneys

shall be approved by the Director of Indigent Defense Services.

(a) Such invoices shall be submitted no later than ten days after the end of the month in which the services were rendered.

(b) The Director shall approve for payment all reasonable attorney's fees requested. In reviewing for reasonableness, the Director may consider factors such as: the average case times as determined by workload analysis, time and skill required, complexity of the case, and experience and ability of the Appointed Attorney. The Director may request additional information where necessary. In the event the Director denies or modifies the request, an explanation shall be provided to the Appointed Attorney, with a copy to the County Manager and DIDS, explaining why the denied portion of an invoice was not reasonable.

D. Compensation of Court Appointed Attorney: Douglas County agrees to pay contract attorneys and/or panels of private attorneys at a rate equal to the prevailing hourly compensation rate for attorneys appointed to the Criminal Justice Act Panel at the time such services are provided, or a higher rate as warranted by complexity of a case or scarcity of available qualified attorneys. The County will make the payment to contract attorneys and/or panels of private attorneys on a quarterly basis on the first day of the first month of the quarter.

E. Conflict of Interest Checks: Appointed Attorney shall, as soon as practicable, upon appointment, conduct a conflict check determining if any conflict of interest exists that would prevent representation of the defendant. If appointed, counsel determines that such a conflict exists, the Appointed Attorney shall bring this information as soon as possible to the relevant court. In no instance, shall a single attorney or law firm be appointed to represent co-defendants in a case. The Douglas County District Attorney's office shall have no authority to determine or recommend whether or not the Appointed Attorney has a conflict of interest.

F. Payment of Fees and Expenses of Appointed Attorney: Douglas County agrees to budget for case-related expenses in the amount of $100,000. Attorneys may secure reimbursement for extraordinary investigative costs, expert witness fees or other necessary services. Any payment for extraordinary costs or fees shall be paid only when submitted and approved by the Director of Indigent Defense Services.

1. Insofar as Case-Related Expenses are incurred in providing services to Eligible Clients, the following procedures shall apply:

(a) Pre-authorization: Case-Related Expenses expected to exceed two thousand five hundred dollars shall be submitted to the Director for pre-authorization.
(b) The request shall include an explanation of why the expense is reasonably necessary to provide Representational Services

2. Reasonableness Review: All Case-Related Expenses are subject to the Director's review for reasonableness. Invoices shall be submitted for such review no later than thirty days following the termination of the representation. Any requests for expenses not timely submitted shall be waived.

G. Privileged Communications: County facilities housing or holding indigent defendants or criminal detainees will provide accommodations for confidential or otherwise privileged communications between indigent criminal defense client and Appointed Attorney.

1. Within the Judicial Law Enforcement Center (JLEC) in Minden, private meeting rooms are available for meetings between an Appointed Attorney and clients that is not monitored or recorded, surreptitiously, accidentally, or in any fashion, that would violate attorney-client privilege.

2. Within the Tahoe Township Justice Court in Stateline, private meeting rooms are available for meetings between an Appointed Attorney and clients that is not monitored or recorded, surreptitiously, accidentally, or in any fashion, that would violate attorney-client privilege.

H. Complaints by Clients: Appointed Attorney shall maintain a system for receipt and review of written complaints made by clients. Appointed Attorney shall make publicly available the policy and procedure for receiving and reviewing written complaints. This system shall not interfere with a person's ability to avail themselves of the complaint process provided by DIDS or the State Bar of Nevada.

VI. TRAINING

A. Appointed Attorney must meet all requirements for training and experience as promulgated by DIDS regulations.

VII. DUTIES OF INDIGENT DEFENSE COUNSEL

A. Standards of Performance. Services rendered by Appointed Attorney shall be commensurate with those rendered if counsel privately employed by a person. Representation shall be provided in a professional, skilled manner guided by applicable regulations; laws; Nevada Rules of Professional Conduct; and the Nevada Indigent Defense Standards of Performance adopted by the October 16, 2008 Nevada Supreme Court Order in Administrative Docket 411, or the same as may be amended. Additionally, Appointed Attorney must advise all clients not to waive any substantive rights or plead guilty at the initial appearance, unless doing so is the client's best interest. Appointed Attorney must make all reasonable efforts to meet with the client within seven days following the assignment of the case and every thirty days thereafter unless there are no significant updates in the client's case.

B. Continuity of Representation: Douglas County shall, to the greatest extent possible, provide consistency in the representation of indigent defendants so that the same Appointed Attorney represents a defendant through every state of the case without delegating the representation to others, except that administrative and other tasks that do not affect the rights of the defendant.

C. Workload Standard: The workload of an Appointed Attorney must allow the Appointed Attorney to give each client the time and effort necessary to ensure effective representation. Any Appointed Attorney who provides indigent defense services shall not accept a workload that, by reason of its excessive size, interferes with the Appointed Attorney's competence, diligence, or representation of clients. Douglas County will provide the maximum workload guidelines as determined by the Board of Indigent Defense Services and the data collection responsibilities of the attorney.

D. In Custody Arraignments: The Director of Indigent Defense Services shall ensure the provision of Representational Services for all Eligible Clients who are in custody and require a bail hearing. If the Director is unable to assign an attorney to be present at initial appearances and arraignments, the Director may be present. Either the assigned Appointed Attorney or Director must be prepared to address appropriate release conditions in accordance with relevant statute, rules of criminal procedure and case law. If the Director provides these services, the Director should, to the extent possible, discuss only matters pertaining to the initial appearance or arraignment to avoid creating a conflict of interest. A timely initial appearance or arraignment must not be delayed pending a determination of the indigency of the defendant. This plan ensures the presence of legal counsel at all other critical stages, whether in or out of court.

E. No Receipt of Other Payment: Appointed Attorney may not require, request, or accept any payment or promise of payment, or any other valuable consideration, for providing legal representation under the appointment unless such payment is approved by order of the court.

F. Private Practice of Law: An Appointed Attorney may engage in the private practice of law which does not conflict with attorney's professional services required pursuant to the contract.

G. Use of Client Surveys: Appointed Attorney shall maintain a system for providing Client Surveys to their clients. Appointed Attorney shall make publicly available the policy and procedure for providing surveys. This system shall not interfere with a person's ability to avail themselves of the Client Survey form provided by DIDS.

H. Caseload Reporting: Appointed Attorney shall report caseload data and times as promulgated in DIDS' regulations.

VIII. DIRECTOR OF INDIGENT DEFENSE SERVICES

A. Selection: Douglas County has created a Department of Indigent Defense Services and has hired an attorney licensed with the Nevada State, experienced in Criminal Defense to serve as Director of said Department of Indigent Defense Services. The Director will have decision making authority, independent of influence in any matters impacting the proper implementation of this plan and provision of indigent defense services. The duties of this position are set forth below. The Director of Indigent Defense Services shall not be appointed to represent any persons receiving indigent defense services and not involved in direct representation in Appointed Attorney cases. However, in emergent situations, e.g. the death or disability of an appointed attorney, the Director may provide limited representation in Appointed Attorney Cases. In such situations, the Director may make special appearances before a court for scheduling and other procedural matters in order to safeguard the rights of a client and facilitate the effective functioning of the courts. Under no circumstances will the Director undertake substantive representation in an Appointed Attorney case.

B. Duties:

1. The Director of Indigent Defense Services shall have all the duties and responsibilities stated in the various sections of this plan.

2. The Director of Indigent Defense Services shall maintain the list of all attorneys approved by the AASC for contract, hourly, and capital case appointment. In addition, the Director of Indigent Defense Services shall maintain appropriate records to reflect the cases and dates to which each attorney has been appointed.

3. When notified of the need for representation, the Director of Indigent Defense Services, shall select, in order and as more fully described herein, the next available attorney from the list of those attorneys qualified to provide representation as approved by the AASC in accordance with Section 4 of this Plan. Upon confirmation of acceptance of assignment by Qualified Attorney(s), the Director shall provide prompt notice and a proposed order confirming selection of counsel to the Appointing Authority – i.e., the Judge, Justice, or Master presiding over the court in which the Eligible Client's charges are pending.

4. The Director of Indigent Defense Services shall be responsible for approving the claim for payment of each attorney and any expert or other service fees at the conclusion of Appointed Attorney's representation or, if appropriate, periodically during Appointed Attorney's representation, as specifically discussed herein.

5. The Director of Indigent Defense Services will work with the Department of Indigent Defense Services to provide any information requested.

IX. EFFECTIVE DATE

A. The Douglas County Plan for the Provision of Indigent Defense Services is approved on June 05, 2025

AMENDED
CONTRACT FOR INDIGENT LEGAL SERVICES

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

Justin Clouser of Clouser Law Group, Ltd.

This Contract for Indigent Legal Services (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada ("County"), and **Justin Clouser, Esq.** ("Attorney"). The County and Attorney are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, County, from time to time, requires the professional services of independent contractors; and

WHEREAS, it is deemed that the services of Attorney are both necessary and desirable and in the best interests of County; and

WHEREAS, Attorney represents that Attorney is licensed to practice law in the State of Nevada, is in good standing with the State Bar of Nevada, and Attorney duly qualified, equipped, staffed, ready, willing and able to perform and render the legal services required by the County.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made,the County and Attorney mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective July 1, 2025, and will remain in effect until December 31, 2025, unless earlier terminated pursuant to the terms of this Contract.

2. INDEPENDANT CONTRACTOR STATUS. The Parties agree that Attorney, Attorney's associates and employees shall have the status of independent contractors and that this Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted, to the parties, including that the Attorney's employees and agents are not Douglas County employees, 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 if the requirements of NRS 612.085 for independent contractors are met.

Attorney and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

a. Attorney has the right to perform services for others during the term of this Contract.
b. Attorney has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed except as explicitly stated in this Contract.
c. Attorney shall not be assigned a work location on County premises.
d. Attorney, at Attorney's sole expense, will furnish all equipment and materials used to provide the services required by this Contract.
e. Attorney, at Attorney's sole expense, has the right to hire assistants to assist Attorney to provide the services required by this Contract.
f. Attorney or Attorney's employees or contract personnel shall perform the services required by this Contract, and Attorney agrees to the faithful 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 Attorney.
g. Neither Attorney nor the Attorney's attorneys, 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 Attorney or Attorney's employees or contract personnel to devote full time to performing the services required by this Contract.

Attorney further certifies the following:

i. Attorney is licensed by the State Bar of Nevada to provide legal services to members of the public and agrees to maintain the required professional license to practice law in active status and in good standing for the State of Nevada.
j. Attorney understands that Attorney 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. Attorney understands that an IRS Form 1099 will be filed by County for all payments County makes to Attorney.

3. INDUSTRIAL INSURANCE. Attorney agrees, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the County to make any payment under this Contract, Attorney must provide an affidavit indicating that Attorney is a sole proprietor and that:

A. In accordance with the provisions of NRS 616B.659, Attorney 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.

4. SERVICES TO BE PERFORMED. On an as-needed basis, the Attorney will provide professional legal services including the following:

A. Attorney will represent adult criminal defendants that a court in Douglas County has determined to be indigent. The representation will include all stages of the criminal proceedings including bail hearings and other court appearances, and revocation of probation or parole, but not post-conviction proceedings.

B. Attorney will provide legal representation for a child alleged to be delinquent or in need of supervision where a court orders the appointment in accordance with NRS Chapter 62A.

C. If at any time during the representation of a person the Attorney has reason to believe the person is not indigent, Attorney must immediately notify the court.

D. If, at any time during the representation of a person, the Attorney has reason to believe that there is a legal ethical conflict with that representation, Attorney must immediately notify the court.

E. If a defendant who is requesting appointed counsel due to indigence has contacted Attorney concerning retaining that Attorney for representation, that Attorney will not be obligated to accept that appointed case. Attorney must notify the appropriate court, by letter, of the contact with the indigent defendant prior to the proposed appointment, and the next law firm in the rotation will be appointed.

F. Attorney shall perform all duties required under the Nevada Revised Statutes and by the Nevada Department of Indigent Defense Services ("DIDS") and Board of Indigent Defense Services ("BIDS"), including standards of performance, record keeping, time keeping and reporting requirements. However, in no event shall Attorney be required to provide any information that would compromise client confidentiality, prejudice the rights or defense of any eligible client or violate any provision of the Nevada Rules of Professional Conduct.

G. Attorney understands that DIDS, in collaboration with the National Center for State Courts ("NCSC"), performed a Rural Nevada Indigent Defense Services Weighted Caseload Study and submitted a Final Report in October 2023 that was subsequently adopted by BIDS on November 2, 2023. Although County believes the BIDS Adopted Weighted Caseload Study is defective and requires additional study and revisions, for the purpose of this Contract, according to the BIDS Adopted Weighted Caseload Study, the case-related annual attorney year value is 1,392.6 hours per 1.0 full-time equivalent ("FTE") attorney.

5. STANDARD OF WORK.

A. In providing legal representation as set forth in Paragraph Four, Attorney and Attorney's associates and employees must provide those services in a

professional, competent, and effective manner. This includes, but is not limited to, interviewing the client, appearing at all court hearings or providing coverage for those court hearings, filing all necessary motions or other legal documents and performing or supervising any necessary investigations.

Attorney shall:

(1) Provide zealous, competent representational services in all cases;
(2) Comply with the requirements of the DIDS Standards of Performance;
(3) Comply with the Nevada Indigent Defense Standards of Performance set forth in ADKT No. 41 of the Nevada Supreme Court;
(4) Comply with all applicable laws and regulations;
(5) Comply with the Nevada Rules of Professional Conduct ("NRPC");
(6) Comply with the Douglas County Plan for the Provision of Indigent Defense Services (attached as Exhibit "A");
(7) Agree to not accept cases for which the Attorney is not approved by DIDS; and
(8) Agree to not accept any case if Attorney does not have the experience, qualifications, and sufficient time to accept the appointment or is otherwise unable to provide competent legal representation in compliance with NRPC, ADKT No. 41, DIDS Standards of Performance, and the requirements of this Contract.

B. Attorney agrees to furnish a telephone number for use after normal office hours in any emergency that may arise where Attorney's services are requested pursuant to the terms of this Contract to the Justice Courts, District Courts and District Attorney. The expense of office space, furniture, equipment, supplies, routine investigative costs and secretarial services suitable for the conduct of Attorney's practice as required by this Contract are the sole responsibility of Attorney and are a part of Attorney's compensation pursuant to Paragraph 6 of the Contract.

C. Attorney's attorneys may engage in the private practice of law which does not conflict with Attorney's professional services required pursuant to this contract.

D. Because Attorney is an independent contractor for Douglas County, the Attorney's employees promise and agree to not sue, be a party to, or assist in any lawsuit against Douglas County.

E. Attorney agrees to furnish to County a copy of the DIDS Eligible Provider Approval Letter (Exhibit "B") verifying the category of cases each of the Attorney's attorneys are authorized to accept.

6. PAYMENT FOR SERVICES.

A. Attorney agrees to provide the services set forth in Paragraph 4 at a rate of One Hundred and Seventy-Five Dollars ($175.00) per hour through the term of this Contract. The total compensation the Attorney may receive during the term of this Contract must not exceed $60,000.

B. The Attorney may secure payment for investigative costs, expert witness fees, forensic services, translators, laboratory analysis, or other legally necessary services if authorized in advance by the Director of Indigent Defense. Attorney understands and agrees that the reimbursement of these costs are subject to the limits and requirements of NRS 7.135. Attorney agrees to submit invoices within ten days of the end of the prior month in which any costs or other expenses were incurred and for which reimbursement is requested from the County. County will pay invoices it receives within a reasonable time. However, in no event will Attorney be reimbursed or receive payment for travel expenses or any form of per diem expense.

C. The compensation specified above is in lieu of the statutorily prescribed fees codified in NRS 7.125. However, the Court may, for the reasons specified in NRS 7.125(4), award extraordinary fees to Attorney in a particular matter, which are over and above the compensation specified provided that the statutorily prescribed procedures contained in Nevada law, including NRS 7.125(4), are complied with.

D. Attorney agrees to submit invoices within ten days of the end of the prior month for the legal services provided to County. County will pay invoices it receives within a reasonable time. A 1099 Miscellaneous Income Form will be issued by County to Attorney at year-end for all amounts paid by County to Attorney.

7. TERMINATION OF CONTRACT.

A. Either Party may terminate this Contract without cause, provided that a termination shall not be effective until 90 calendar days after the Party has served written notice upon the other Party. All monies due and owing up to the point of termination of the Contract shall be paid by County, and all pending cases that were produced for this Contract must be immediately turned over to the Court for re-assignment. If terminated, the total compensation of the Attorney will be reduced to the proportionate number of days worked by the Attorney. The Attorney must reimburse the County for any funds received to which Attorney is not entitled due to the termination of the Contract.

B. If Attorney should be unable to perform any or all of the duties required by reason of illness, accident or other cause beyond Attorney's control, and the disability exists for a period beyond ten (10) judicial days, Attorney must provide, at Attorney's own expense, a substitute attorney (which could include other contract attorneys) to perform the duties of the Attorney during the term of disability. If the disability is permanent, irreparable, or of such nature as to make the performance of the Attorney's duties impossible, the County may, at its discretion, terminate this Contract, and the respective duties, rights and obligations of this Contract will terminate.

8. PROFESSIONAL LICENSE. Attorney agrees to maintain the Attorney's attorneys' professional license to practice law in active status and in good standing with the State of Nevada. Attorney promises and agrees to notify the County Manager and the Director of Indigent Defense if Attorney is brought before the State Bar of Nevada on any ethics charge or if Attorney is arrested for any crime. Failure to maintain this license to practice law will result in the immediate termination

of this Contract.

9. GENERAL LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Attorney and Attorney is required to acquire and maintain general liability insurance in the minimum amount of $1,000,000 during the term of this Contract at Attorney'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.

10. LEGAL MALPRACTICE INSURANCE. Attorney agrees to acquire and maintain malpractice insurance in the minimum amount of $250,000 per claim and $500,000 aggregate claims during the term of this Contract at Attorney's sole expense. Proof of malpractice insurance must be sent to the County within five (5) business days upon request. Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such malpractice insurance.

11. NONAPPROPRIATION. Nothing in the Contract will be construed to provide Attorney 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 Attorney 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 Attorney. Attorney will have no claim of any sort to the unexpended funds.

12. 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. 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 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 forthe County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutuallyagree to not seek punitive damages against either Party.

13. COMPLIANCE WITH APPLICABLE LAWS. Attorney 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 limitedto, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws. County will not waive and intends to assert all available NRS chapter 41 liability limitations.

14. ASSIGNMENT. Attorney will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the Director of Indigent Defense and must meet the qualifications under the Nevada Department of

Indigent Services to represent the charged individual. If the Attorney wishes to have a substitute attorney appear for the Attorney due to vacation, illness or personal family matter, then the Attorney may do so and is responsible for paying the substitute attorney. There is no requirement to have the Director of Indigent Defense approve such substitution if the substitution is for less than twenty-five judicial days per calendar year.

15. COUNTY INSPECTION. The accounting records and expense invoices of Attorney related to the Contract will be subject to inspection, examination and audit by the County, including by the County Manager, Director of Indigent Defense, and Chief Financial Officer, to audit and verify the expenses claimed by Attorney.

16. DELEGATION OF AUTHORITY. The Judges of the Ninth Judicial District Court and the Justices of the two Townships are expressly designated the authority to oversee and implement the provisions of this Contract. Such designations include the development of factors for determining whether a person is indigent, and all other properly related matters related to the appointment of indigent defense counsel. The Director of Indigent Defense is expressly designated the authority to oversee and implement the provisions of this Contract. This authority includes the assigning of cases on a rotating basis among attorneys to ensure an equitable distribution, ordering/requiring monthly time summaries from attorneys, and preparing vouchers for the quarterly payments due to Attorney. However, the County reserves the right to maintain ultimate control over the terms and provisions of this Contract.

17. INDEMNIFICATION OF COUNTY. To the fullest extent permitted by law, Attorney shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Attorney, its officers,employees and agents arising from or relating to this Contract. Attorney will defend, hold harmless and/or indemnify County against such claims. Notwithstanding the obligation of Attorney to defend County as set forth in this paragraph, County may elect to participate in the defense of any claim brought against County because of the conduct of Attorney, its officers, employees and agents. Such participation shall be at County's own expense and County shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

18. MODIFICATION OF CONTRACT. The Contract and any attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

19. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Contract.

20. STANDARD OF CARE. Attorney, its agents and employees will perform all services in a manner consistentwith that level of care and skill ordinarily exercised by other members of the legal profession currently practicing under similar conditions and in compliance with the standards established by the Nevada Department of Indigent Defense Services and as required under the terms of this Contract.

21. 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 Attorney or County.

22. NOTICES. All formal 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
Attn. County Manager
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-9821

To Attorney: Justin Clouser, Esq.
Clouser Law Group, Ltd.
1687 U.S. Hwy 395 N., Suite A
Minden, NV 89423
Telephone (775) 782-2888

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

Justin Clouser, Esq.

By:_____
Justin Clouser, Esq. (Date)

Douglas County

By:_____
Jenifer Davidson (Date)
County Manager

AGENDA ITEM NO. H.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: January 22, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve the starting salary for a newly hired Deputy Sheriff II at Step 5 ($40.25 an hour) based on the candidate's experience and qualifications. (Undersheriff Elges)

RECOMMENDED MOTION:
Authorize the hiring of a new Deputy Sheriff II at Step 5, as presented.

FINANCIAL IMPACT:
The proposed salary will be funded from existing salary and benefits with several vacancies. Douglas County Sheriff's Office is able to bring this employee in at a wage according to the candidate's experience.

BACKGROUND:
The most qualified candidate, Aaron Braaksma, has more than 24 years of experience in law enforcement. The candidate worked at several levels of law enforcement, starting as a Patrolman and finishing as a Sergeant with a California agency. The candidate has extensive certifications and training. The candidate is qualified to possess a State of Nevada POST certificate and will be assigned to the DCSO patrol division.

ATTACHMENTS:
Deputy Sheriff_RESUME_II .docx

RÉSUMÉ

PART 1. BACKGROUND INFORMATION

Departmental Assignments

- **South Lake Tahoe Training,** Sergeant (01/20 – Present) –
  Training supervisor, Field Training Program supervisor, departmental range training supervisor, Acting Commander at active shooter response at Hard Rock Casino, Coordinator for POTUS visit, Senior supervisor at South Lake Tahoe office
- **Central Los Angeles Administration and Training**, Sergeant (01/18 – 12/20) –
  Administration and facilities supervisor, COMPSTAT and Strategic Plan reporting, Training Day planning and supervision, departmental range training supervisor, Motivated employees to drastically improve collision report turnaround
- **Central Los Angeles**, Field Sergeant (01/16 – 01/18) – *Successfully motivated night-shift officers to dramatically increase enforcement activity; Incident Commander at multiple fatality collisions, pursuits, and participated in a fatal freeway shooting, Deputy Incident Commander at Trump Election Protests*
- **Central Los Angeles**, Acting Sergeant (8/15 – 01/16) – *Deputy Incident Commander at multiple pursuits, HAZMAT collisions, Use of Force, and patrol vehicle collisions.*
- **Central Los Angeles Area**, Field Officer (08/01 – 01/16) – *Officer in Charge, OIC at multiple HAZMAT incidents, Field Training Officer, California Law Enforcement Challenge, Overtime Coordinator, Ronald Reagan Service Building, Front Desk Officer*
- **California Highway Patrol Academy**, Cadet (02/01 – 08/01) – *Graduated 5th in class CTC 1-01, Scored in top 10 for shooting, physical fitness, and academics*

PART 2. PROFESSIONAL DEVELOPMENT

A. Significant Training, Seminars and Workshops

- Tactical Supervisor Training
- Child Safety Seat Training
- EEO Counselor Training
- Child Safety Seats
- Basic SWAT Sniper Course

B. Significant Assignments

- Training and Range Sergeant, South Lake Tahoe
- DUI and Grant Overtime Sergeant, South Lake Tahoe
- Administrative Sergeant, Central Los Angeles
- Training and Range Sergeant, Central Los Angeles
- Field Training and Evaluation Sergeant, Central Los Angeles
- Assistance with interviewing and hiring clerical personnel
- Mentorship of new sergeants
- Uniform Inspection Sergeant
- Southern Division Impaired Driver Task Force (IDTF)
- Explorer Program Sergeant, Central Los Angeles
- Incident Commander at multiple events and protests

- Incident Commander at multiple HAZMAT, fatality, and patrol vehicle collisions
- Southern Division Protective Services Detail (PSD)
- Southern Division SPEAR Team
- Community Affairs Officer, Central Los Angeles
- Ronald Reagan Service Building Officer
- Governor's Protective Detail transition team
- Collision Review
- Front Desk Officer

C. Professional Awards and Achievements

- Bachelors of Science triple major in Zoology, Sociology, and Biological Aspects of Conservation, University of Wisconsin-Madison - 1999
- Basic P.O.S.T. Certification – 2001
- Commendable Incident Report – 9/11 Memorial Speech - 2002
- Intermediate Collision Investigation – 2003
- Advanced P.O.S.T. Certification – 2005
- Letter of Commendation from Los Angeles City Council - 2003
- Commendable Incident Report – 3rd Place Team North County Shootout - 2003
- Commendable Incident Report – 1st Place Team North County Shootout - 2004
- Commendable Incident Report – Top Gun North County Shootout - 2005
- California Law Enforcement Challenge package – 2007
- Commendable Incident Report – California Law Enforcement Challenge - 2007
- California Law Enforcement Challenge package – 2008
- Commander's Commendation for California Law Enforcement Challenge – 2008
- Commendable Incident Report – Dr. Martin Luther King, Jr. Parade - 2015
- Supervisory P.O.S.T. Certificate – 2016
- Commendable Incident Report – Apprehension of 187 PC Suspect after pursuit, legal intervention, and use of force – 2017
- Commendable Incident Report – Coordination of Law Enforcement Response to George Floyd Protests in Los Angeles – 2020
- Commendable Incident Report – Coordination of Logistics and Security for President Biden visit to South Lake Tahoe - 2023

D. Professional Organization Memberships

- Peace Officer Association of Los Angeles County (POALAC)
- California Association of Highway Patrolmen (CAHP)
- California Peace Officers' Association (CPOA)
- Police One

E. Community Engagement Activities

- Special Olympics Opening Ceremonies
- CHiP's for Kids
- CHP Officer and Explorer Recruitment Events
- CHP Explorer Competitions
- Sober Grad Presentations
- University of Southern California Athletics Outreach

AGENDA ITEM NO. I.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: January 22, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a contract between the Douglas County Sheriff's Office and Dr. Jena Casas (Kiser), Ph.D. to provide mandated wellness mental health training for Douglas County Sheriff's Office employees at a rate of $250.00 per 50-minute clinical hour through December 31, 2026. (Undersheriff Elges)

RECOMMENDED MOTION:
Approve a contract between Douglas County Sheriff's Office and Dr. Jena Casas (Kiser), Ph.D. to provide mandated mental health wellness training for Douglas County Sheriff's Office employees, as presented.

FINANCIAL IMPACT:
Dr. Casas (Kiser) charges $250.00 an hour for a clinical hour (50 minutes) of services. Grant funding previously secured by the Douglas County Sheriff's Office (DCSO) will cover $20,300 of these costs. DCSO estimates overall costs to not exceed $30,000 to cover all DCSO personnel for mental health wellness visits for the year 2026.

BACKGROUND:
The Douglas County Sheriff's Office (DCSO) requires a qualified mental health professional to provide wellness and mental health training and evaluations for DCSO personnel as mandated by the State of Nevada. Dr. Casas (Kiser) currently provides similar training/evaluations to other Northern Nevada law enforcement agencies, including the Carson City Sheriff's Office and Elko County Sheriff's Office.

ATTACHMENTS:
2361_001.pdf

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

BETWEEN

DOUGLAS COUNTY
&
JENA CASAS (KISER), PH. D.

WHEREAS, Douglas County (hereinafter 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 Dr. Jena Casas, PH. D. (hereinafter Contractor) are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that he is licensed to provide mental health services in the State of Nevada, qualified, equipped, ready, willing and able to perform and render the mental health services hereinafter described;

Now, therefore, in consideration of the agreements herein made, the parties mutually agree as follows:

1. **EFFECTIVE DATE OF CONTRACT.** This contract shall be in effect January 01, 2026 through December 31, 2026.

2. **INDEPENDENT CONTRACTOR STATUS.** The parties agree that Contractor, her associates and employees shall have the status of independent contractors, and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 300.700(3)(b), 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 employee's retirement system;
   (5) Accumulation of vacation leave or sick leave;
   (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. **INDUSTRIAL INSURANCE.** Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor agrees, prior to

commencing any work under the contract, to complete and to provide the following written request to the qualified insurer:

> Jena Casas, PH. D,. has entered into a contract with Douglas County to perform work from January 01,2026 to December 31, 2026 and requests that an industrial insurance provider qualified and licensed to offer such insurance within Nevada, provide to Douglas County:
>
> 1) A certificate of coverage issued pursuant to NRS 616B.627.
> 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 Manager
> Post Office Box 218
> Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that County may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract.

4. **SERVICES TO BE PERFORMED.** The Contractor will provide mental health services to Douglas County Sheriff's Office employee as directed by the Sheriff, or his designee.

5. **PAYMENT FOR SERVICES.** During the effective date of this contract, Contractor agrees to provide the services set forth in Paragraph 4 at a cost of $250.00 per clinical hour (50 minutes) Douglas County will make said payments to Contractor upon receipt of invoice. Contractor will not be compensated for any hours the contractor is not actually performing services to the County.

6. **TERMINATION OF CONTRACT.** This contract may be revoked without cause by either party prior to the beginning date set forth in paragraph (1), provided that a revocation shall not be effective until 90 days after a party has served written notice upon the other party. The Contractor shall submit invoices for work performed to the date notice was given.

7. **MEDICAL LICENSE AND MALPRACTICE INSURANCE.** Contractor agrees to maintain her professional license in active status and good standing for the State of Nevada during the term of this Contract. Failure to maintain this license will result in immediate termination of this contract. Any complaints filed against the Contractor arising out of his duties as a doctor must be reported to the County within ten days of being filed with an appropriate medical

licensing board. Contractor also agrees to acquire and maintain medical malpractice insurance in the minimum amount of $1,000,000 during the term of this contract. Copies of both the license and certificate of professional liability insurance must be sent to the Douglas County Sheriff's Office.

8. **CONSTRUCTION OF CONTRACT.** This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Contract shall be resolved by binding arbitration, with an arbiter selected from a list maintained by the Nevada Supreme Court of senior/retired judges, with both parties to pay their own attorney fees. If the parties cannot agree on an arbiter, then the party defending the controversy shall make the ultimate decision on the arbiter. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.

9. **APPLICABLE LAWS AND HIPAA REQUIREMENTS.** Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws and compliance with the Health Information Portability and Accountability Act. (HIPAA). See Attachment "B"

10. **ASSIGNMENT.** Contractor shall neither assign nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

11. **COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County.

12. **DISPOSITION OF CONTRACT MATERIALS AND COPYRIGHT.** Any books, reports, studies, photographs, negatives or other documents, data, or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion of the project, or termination or cancellation of this contract

13. **PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to sections 4, 5, 6, 10 and 11), unless designated as confidential by a specific statue of the State of Nevada, shall be treated as public records pursuant to NRS Ch. 239 and shall be available for inspection and copying by any person or any governmental entity in compliance with NRS 239.0107.

14. **INDEMNIFICATION.** Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

15. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

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

11/9/25

Jena (Casas) Kiser, PH. D, Contractor — Date

1-2-26

Daniel Coverley, Douglas County Sheriff — Date

ATTACHMENT A

CONTRACTOR SHALL:

1. Attend to the psychological needs of Douglas County Sheriffs Office employees after a critical incident per direction by the Sheriff, or his designee, consisting of one (1) hour critical incident postvention visits with affected employees.
2. Consult with DCSO Executive Staff for the purpose of evaluating the impact of the services provided to members as requested by the DCSO.
3. Provide psychoeducational annual mental wellness visits that will satisfy the NRS 289.510 and NAC 289.230 requirements.
    a. Current members of the DCSO will receive one 1-hour wellness visit and one letter confirming attendance at the visit per year.
        i. Best Efforts. At all times during the term of this Agreement, Provider shall use its best efforts to provide the Services required.
        ii. Compliance. Provider, and each Practitioner providing the Services to members, shall be subject to and perform all Services required under this Agreement, and provide the Services at all times in accordance with:
            1. All applicable federal, state and local laws and regulations, including all laws and authorities applicable to the licensure and scope of practice of Provider and each Practitioner providing the services to members;
            2. Recognized professional standards of practice for each Practitioner providing the Services to Members; and
            3. The applicable professional Code of Ethics for the Provider and each Practitioner providing the Services to Members.

Dr. Jena Kiser 11/9/25

By: Contractor Dr. Jena (Casas) Kiser, Ph.D. (Date)

ATTACHMENT B

HEALTH INFORMATION PORTABILITY AND ACCOUTABILITY ACT

1. DEFINITIONS.

1.1.1 Contractor shall mean Jena Casas (Kiser) Ph.D.
1.1.2 Covered Entity shall mean Douglas County.
1.1.3 Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
1.1.4 Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
1.1.5 Protected Health Information shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Contractor from or on behalf of Covered Entity.
1.1.6 Required by Law shall have the same meaning as the term "required by law" in 45 CFR 164.501.
1.1.7 Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
1.1.8 Service Agreement or Agreement shall mean that certain agreement between Contractor and Covered Entity.

All other capitalized terms not defined herein shall have the meanings assigned in the Privacy Rule.

2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.

2.1 Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
2.2 Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
2.3 Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use of or disclosure of Protected Health Information by Contractor in violation of the requirement of this Agreement.
2.4 Contractor agrees to report to Covered Entity any use of or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
2.5 Contractor agrees to report to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of Covered Entity

agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

2.6 Contractor agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

2.7 Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

2.8 Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

2.9 Contractor agrees to document and such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with CFR 164.528.

2.10 Contractor agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

3.1 General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, Contractor may use of disclose Protected Health Information on behalf of, or to provide services to, a Covered Entity for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity, or violate the minimum necessary policies and procedures of Covered Entity, for the purpose of performing the Service Agreement.

3.2 Specific Use and Disclosure Provisions:

3.2.1 Except as otherwise limited in the Agreement, Contractor may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Contractor.

3.2.2 Except as otherwise limited in this Agreement, Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or Contractor

obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

3.2.3 Except as otherwise limited in this Agreement, Contractor may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

3.2.4 Contractor may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 164.502(j)(1).

4. OBLIGATIONS OF COVERED ENTITY.

4.1 Covered Entity shall notify Contractor of any limitation(s) in its notice of privacy practices to the extent that such limitation may effect Contractor's use or disclosure of Protected Health Information.

4.2 Covered Entity shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes effect Contractor's permitted or required uses and disclosures.

4.3 Covered Entity shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that the same may effect Contractor's use or disclosure of Protected Health Information.

4.4 Permissible Requests by Covered Entity: Covered Entity shall not request Contractor to use of disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity (unless permitted for a Contractor under the Rule for the data aggregation or the management and administrative activities of Contractor.)

5. TERM AND TERMINATION.

5.1 Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate when all of the Protected Health Information provided by Covered Entity to Contractor, or created or received by Contractor on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section. Termination of this Agreement shall automatically terminate the Service Agreement.

5.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Contractor, Covered Entity shall provide an opportunity for Contractor to cure the breach or end the violation, and Covered Entity shall:

5.2.1. Provide an opportunity for Contractor to cure the breach or end the violation, and Covered Entity, or

5.2.2 Immediately terminate this Agreement if Contractor as breached a material term of this Agreement and cure is not possible.

5.2.3 If neither termination nor cure are feasible, Covered Entity will report the violation to the Secretary.

5.3 Effect of Termination.

5.3.1 Except as provided in the following paragraph, upon termination of this Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Contractor on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

5.3.2 In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

6. MISCELLANEOUS.

6.1 Regulatory References. A reference in this Agreement to a section in the Privacy means the section as in effect or as amended, and for which compliance is required.

6.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

6.3 Survival. The respective rights and obligations of Contractor under Section 5.3 of this Agreement shall survive the termination of this Agreement.

6.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

Dr. Jena Kiser 11/9/25

By: Contractor Dr. Jena (Casas) Kiser, Ph.D. (Date)

AGENDA ITEM NO. 11.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: January 22, 2026

TIME REQUIRED:

AGENDA: **PRESENTATIONS**

TITLE:
For presentation only. Presentation regarding the Tahoe Prosperity Progress Report. Douglas County contributes $30,000 annually to the Tahoe Prosperity Center to help fund projects in the Tahoe basin, including broadband, alert wildfire cameras, small business support, affordable housing, and the annual Envision Tahoe Summit. (Sarah Schmidt, Executive Director for Tahoe Prosperity)

RECOMMENDED MOTION:
For presentation only.

FINANCIAL IMPACT:
Douglas County contributes $30,000 annually to the Tahoe Prosperity Center and the organization's projects in the Tahoe basin including, broadband, alert wildfire cameras, small business support, affordable housing, and the annual Envision Tahoe Summit.

BACKGROUND:
The Tahoe Prosperity Center (the "Center") is the innovative community and economic development non-profit for the Tahoe Basin. The Center was formed at the recommendation of the 2010 Lake Tahoe Basin Prosperity Plan, the first Basin-wide comprehensive economic development study, published in 2010.
The Center works regionally with local businesses, jurisdictions, non-profits, and community members to advance identified, data-driven initiatives that improve the environment, community, and economy for everyone living and working in Tahoe. To make this beautiful region truly inclusive and prosperous, the Center is working to establish attainable workforce housing, job and training opportunities, reliable and robust internet, and a safe Basin equipped with fire safety cameras – all driven by locally focused, topical community data.

ATTACHMENTS:

AGENDA ITEM NO. 12.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: January 22, 2026

TIME REQUIRED:

AGENDA: **CLERK-TREASURER**

TITLE:
For presentation only. Presentation of the 2026 Election precinct maps for Douglas County by the Douglas County Clerk/Treasurer. (Amy Burgans, Clerk/Treasurer)

RECOMMENDED MOTION:
For presentation only.

FINANCIAL IMPACT:
None.

BACKGROUND:
Under Nevada law, a precinct is simply the smallest voting area within a political subdivision. Historically, precincts served a very practical purpose: they grouped voters who received similar ballots, and each precinct had its own polling location. Before 2019, if you lived in a certain precinct, you went to a specific place to vote, and everyone in that designated place had a similar ballot to yours.

That changed in 2019, when the Nevada Legislature passed AB 345. This law introduced voting centers, which allows any voter to cast a ballot at any location in the county. With that legislative change, precincts are no longer used to determine where citizens vote. Today, precincts are used internally by the Election Office to help staff design and assign ballot styles.

It is important to note that precincts and districts are not the same thing. Changing the precincts does not change someone's ballot or who represents you. The elected offices on your ballot, for which you get to vote for, does not change.

Per NRS 293.205, "on or before the third Wednesday in March of every even-numbered year, the County Clerk shall establish election precincts, define the boundaries thereof, abolish, alter, consolidate and designate precincts as public convenience, necessity and economy may require."

After reviewing Douglas County's precinct structure, voter population, polling place usage, and logistical constraints, these are the key reasons the Clerk's Office believes changes to precinct boundaries are necessary:

1. Population Growth and Shifts: Ensuring compliance with NRS on the population caps set for each precinct.
2. Operational Efficiency: Managing precincts that are too large or awkwardly shaped raises costs (staffing, ballots, machines) and increases the risk of confusion or errors during the election.
3. Legal Compliance & Risk Mitigation: Staying within statutory limits helps ensure the County is not in legal jeopardy, avoids legal challenges or objections, and preserves public trust.
4. Boundary Changes: Aligning precincts with recent local boundary shifts (e.g., annexations).

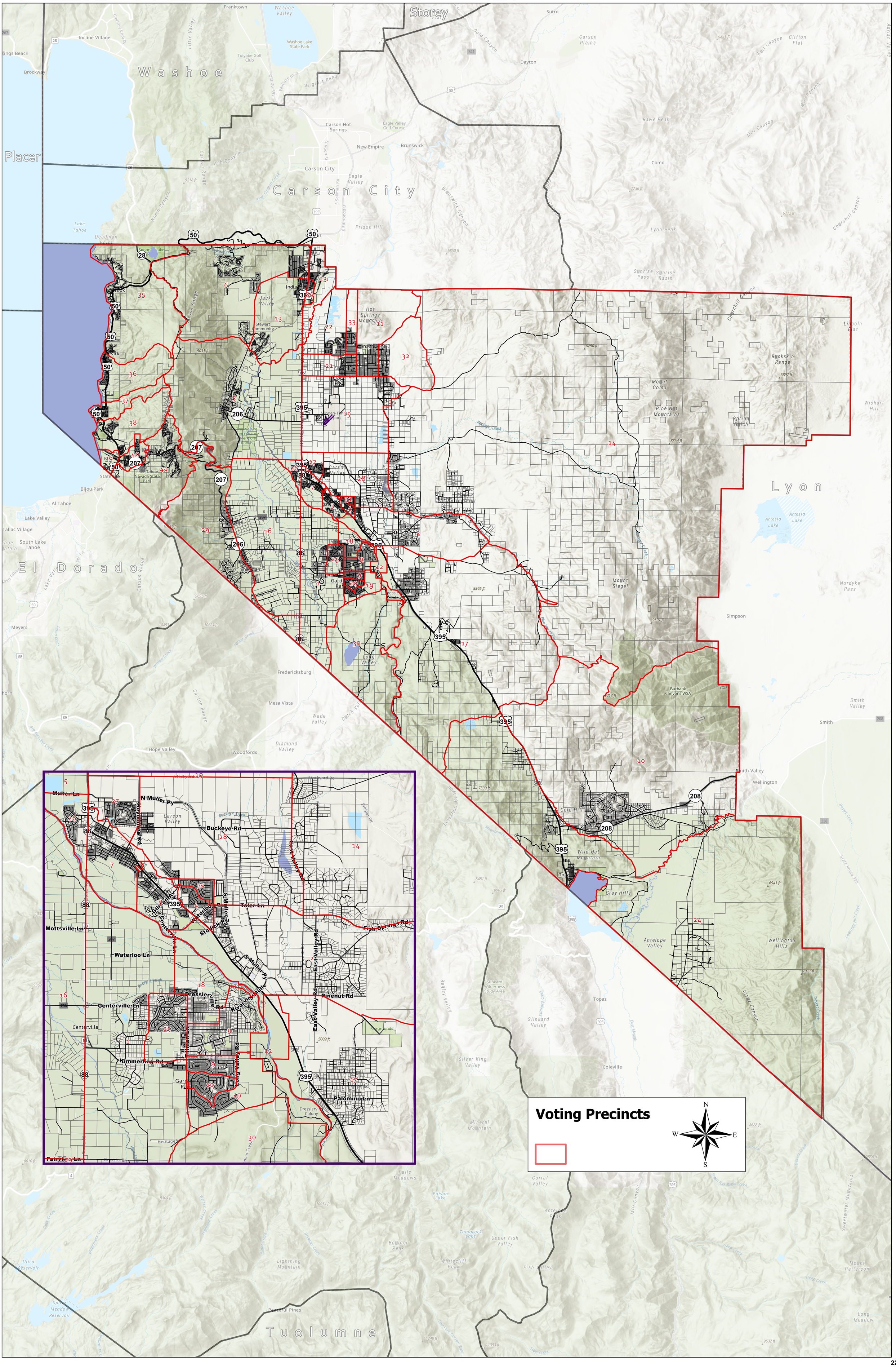
The new precinct plan is designed to simplify the voters' understanding of their precincts. Instead of using sequential numbers, each precinct will have a three-digit number with each digit referencing something important:

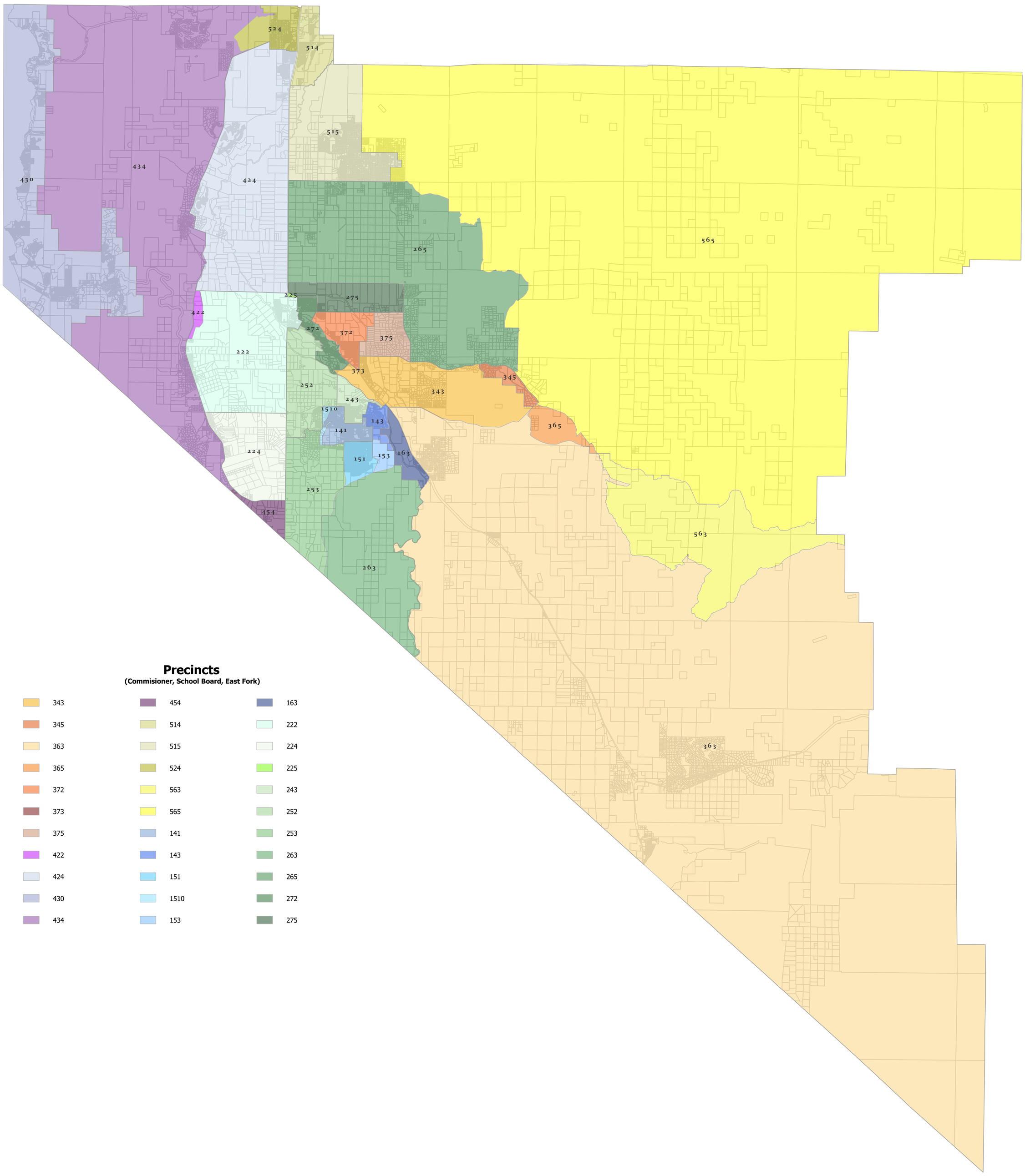
- The first digit reflects your County Commission district.
- The second digit reflects your School Board district.
- The third digit reflects your Fire District.

For instance, if you live in precinct 252, that means you are in Commission District 2, School Board District 5, and East Fork Fire District 2.

This approach makes it much easier for voters to immediately understand their districts. And for the Election Office, it streamlines the ballot-creation process significantly. With this new plan, the number of precincts will go from 41 to 33.

ATTACHMENTS:
Current Precincts - Layout.pdf
Conceptual Precincts - Layout.pdf


Voting Precincts
N
W
E
S
Washoe
Carson City
Storey
Lyon
Placer
El Dorado
Tuolumne
Franktown
Washoe Valley
Incline Village
Brockway
Washoe Lake State Park
Toiyabe Golf Club
Virginia Range
Carson Hot Springs
Eagle Valley Golf Course
New Empire
Brunswick
Carson City
Eagle Valley
Ash Canyon
North Canyon
Kings Canyon Creek
Prison Hill
Brunswick Canyon
Gold Canyon
Sutro
Dayton
Carson Plains
Como
Rawe Peak
Mill Canyon
Bull Canyon
Clifton Flat
Churchill Canyon
Lyon Peak
Sunrise Pass
Sunrise Basin
Lake Tahoe
Deadman Point
Spooner Lake
Jacks Valley
Stewart Community
Hot Springs Mountain
Buckskin Range
Mount Como
Pine Nut Mountains
Spring Gulch
Wishart Hill
Lincoln Flat
Bijou Park
Al Tahoe
Lake Valley
Tallac Village
South Lake Tahoe
Meyers
Fredericksburg
Mesa Vista
Hope Valley
Woodfords
Diamond Valley
Wade Valley
Long Valley
Mount Siegel
Artesia Lake
Nordyke Pass
Simpson
Burbank Canyons WSA
Smith Valley
Wellington
Gold Hill
Wild Oat Mountain
Gray Hills
Antelope Valley
Wellington Hills
Topaz
Coleville
Slinkard Valley
Slinkard Wilderness Study Area
Silver King Valley
Mineral Mountain
Falls Meadows
Corral Valley
Poison Lake
Antelope Peak
Tamarack Lake
Upper Fish Valley
Whitecliff Peak
Fish Valley
Boulder Peak
Lightning Mountain
Peaceful Pines
Utica Reservoir
Spicer Meadow Reservoir
Sweetwater Mountains
Mount Patterson
Long Meadow
Smith
Muller-Ln
N-Muller-Py
Buckeye-Rd
Eastview-Meadowood-Rd
Eastview-Meadowood-Dr
Carson Valley
Toler-Ln
Fish-Springs-Rd
S-Muller-Py
Stodick-Py
Waterloo-Ln
Mottsville-Ln
Centerville-Ln
Kimmerling-Rd
Dressler-Hill-Rd
Riverview-Hill-Rd
Long-Valley-Rd
East-Valley-Rd
Rinenut-Rd
Palomino-Ln
Fairview-Ln
Stodick-Park
Fairgrounds
Dresslerville Colony
Heritage
Centerville
Garder Ranch
Jobs Peak Ranch
Tillie Nature Conservancy Preserve Ranch
Lake Tahoe Nevada State Park
Stateline
Incline Village
Franktown
Washoe Valley
Little Valley
Country Club Dr
Toiyabe Golf Club
Washoe Lake State Park
Eastlake Blvd
Virginia Range
Carson Hot Springs
Eagle Valley Golf Course
New Empire
Brunswick
Carson City
Ash Canyon
Carson Range
North Canyon
Kings Canyon Creek
Eagle Valley
S Saliman Rd
S Edmonds Dr
N Roop St
Prison Hill
Brunswick Canyon
Gold Canyon
Sutro
Dayton
Carson Plains
Bull Canyon
Clifton Flat
Mill Canyon
Rawe Peak
Como
Lyon Peak
Churchill Canyon
Sunrise Pass
Sunrise Basin
Lake Tahoe
Deadman Point
Spooner Lake
Jacks Valley
Stewart Community
Hot Springs Mountain
Buckskin Range
Mount Como
Pine Nut Mountains
Spring Gulch
Wishart Hill
Lincoln Flat
Bijou Park
Al Tahoe
Lake Valley
Tallac Village
South Lake Tahoe
Meyers
Fredericksburg
Mesa Vista
Hope Valley
Woodfords
Diamond Valley
Wade Valley
Long Valley
Mount Siegel
Artesia Lake
Nordyke Pass
Simpson
Burbank Canyons WSA
Smith Valley
Wellington
Gold Hill
Wild Oat Mountain
Gray Hills
Antelope Valley
Wellington Hills
Topaz
Coleville
Slinkard Valley
Slinkard Wilderness Study Area
Silver King Valley
Mineral Mountain
Falls Meadows
Corral Valley
Poison Lake
Antelope Peak
Tamarack Lake
Upper Fish Valley
Whitecliff Peak
Fish Valley
Boulder Peak
Lightning Mountain
Peaceful Pines
Utica Reservoir
Spicer Meadow Reservoir
Sweetwater Mountains
Mount Patterson
Long Meadow
Smith
Muller-Ln
N-Muller-Py
Buckeye-Rd
Eastview-Meadowood-Rd
Eastview-Meadowood-Dr
Carson Valley
Toler-Ln
Fish-Springs-Rd
S-Muller-Py
Stodick-Py
Waterloo-Ln
Mottsville-Ln
Centerville-Ln
Kimmerling-Rd
Dressler-Hill-Rd
Riverview-Hill-Rd
Long-Valley-Rd
East-Valley-Rd
Rinenut-Rd
Palomino-Ln
Fairview-Ln
Stodick-Park
Fairgrounds
Dresslerville Colony
Heritage
Centerville
Garder Ranch
Jobs Peak Ranch
Tillie Nature Conservancy Preserve Ranch
Lake Tahoe Nevada State Park
Stateline



Precincts
(Commisioner, School Board, East Fork)

343	454	163
345	514	222
363	515	224
365	524	225
372	563	243
373	565	252
375	141	253
422	143	263
424	151	265
430	1510	272
434	153	275

AGENDA ITEM NO. 13.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: January 22, 2026

TIME REQUIRED:

AGENDA: **COMMUNITY SERVICES**

TITLE:
For possible action. Discussion to adopt **Ordinance 2025-1659**, an ordinance amending various provisions of Title 6 of the Douglas County Code, pertaining to Animals. The ordinance adds new definitions to clarify code language; modifies certain procedures related to dangerous and vicious dogs; updates procedures related to the number of dogs a person may keep; revises requirements for dog breeders, dog fanciers, dog rescues, pet services, pet shops, and kennels; amends appeal procedures; revises procedures related to the impoundment of animals; clarifies provisions related to animal cruelty; updates the Animal Services euthanasia policy; and amends provisions related to investigations, citations, and penalties for non-compliance. Second Reading. (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Adopt Ordinance 2025-1659, as presented based on public comment, the discussion of the County Commissioners, the staff report, and to ensure public health and safety.

FINANCIAL IMPACT:
None.

BACKGROUND:
Douglas County Animal Services is proposing the following amendments to Douglas County Code, Title 6, Chapters 6.04 through 6.28, pertaining to Animals:

Adding new definitions to clarify code language; modifying certain procedures related to dangerous and vicious dogs; updating procedures related to the number of dogs a person may keep; revising requirements for dog breeders, dog fanciers, dog rescues, pet services, pet shops, and kennels; amending appeal procedures; revising procedures related to the impoundment of animals; clarifying provisions related to animal cruelty; updating the Animal Services euthanasia policy; and amending provisions related to investigations, citations, and penalties for non-compliance.

Douglas County Animal Services worked with Community Development to ensure these revisions to Title 6 are consistent with Title 20.

ATTACHMENTS:
Staff Report- Title 6.pdf
2025-1659 - Title 6 (final for BOCC 2nd reading).pdf

DOUGLAS COUNTY
COMMUNITY SERVICE

Community Services Administrative Office
Douglas County Community & Senior Center
1329 Waterloo Lane
Gardnerville NV 89410

Parks/Weeds Control
Recreation
Senior Services/Transportation
Social Services
Adult Day Club/Community Health
Public Guardian

Director: Brook Adie
Mail: PO Box 218 Minden, NV 89423

To: Douglas County Board of County Commissioners

From: Brook Adie, Community Services Director

Subject: Ordinance 2025-1659, an ordinance amending various provisions of title 6 of the Douglas County Code, pertaining to Animals.

Date: December 18, 2025

I. REQUEST

For possible action. Discussion regarding Ordinance 2025-1659, an Ordinance amending various provisions of Title 6 of the Douglas County Code, pertaining to Animals.

II. RECOMMENDATION

Recommend to the Board of County Commissioners that they adopt Ordinance 2025-1659

III. BACKGROUD

Ordinance 2025-1659, an ordinance amending various provisions of Title 6 of the Douglas County Code, pertaining to Animals, by adding new definitions to clarify code language; modifying certain procedures related to dangerous and vicious dogs; updating procedures related to the number of dogs a person may keep; revising requirements for dog breeders, dog fanciers, dog rescues, pet services, pet shops, and kennels; amending appeal procedures; revising procedures related to the impoundment of animals; clarifying provisions related to animal cruelty; updating the Animal Services euthanasia policy; and amending provisions related to investigations, citations, and penalties for non-compliance.

Detailed proposed changes are clearly explained in the narrative below.

1. **Addition and Clarification of Definitions**
   New and updated definitions are proposed for the terms *Bite*, *Cruelty*, *Director*, *Feral Cat*, *Pet Services* (aligned with Title 20), and *Tether*. These additions aim to remove ambiguity within the code, provide clearer guidance for enforcement, and ensure consistency across related regulatory sections.

2. **Updates to Dangerous and Vicious Dog Procedures**
   Several procedural adjustments are recommended to strengthen oversight of dangerous or vicious dogs:
   - **a.** Individuals licensing a dog previously declared dangerous or vicious in another jurisdiction must notify Animal Services at the time of licensing.
   - **b.** Administrative appeals related to dangerous or vicious dog determinations will be submitted to the **Director**, rather than the Board of County Commissioners (BOCC), streamlining the process.
   - **c.** The code now clarifies that any dog *may* be declared vicious; and an additional factor for consideration, as when supported by evidence of the dog's history or demonstrated propensity to attack without provocation.
3. **Revision of Rules Governing the Number of Dogs Allowed**
   To provide flexibility for residents while maintaining regulatory safeguards, the updated code allows:
   a. Residents without a Dog Breeder, Dog Fancier, Dog Rescue, Pet Services, Pet Shop, or Kennel license to apply for a **variance** permitting ownership of up to four (4) dogs over four months of age.
   b. Variances will be granted upon a showing of good cause and payment of a variance fee, renewable every five years. This fee is separate from standard dog licensing fees.
   c. Violation of any Title 6 provision may result in variance revocation.
   d. Individuals found over the allowable dog limit will receive written notice and must come into compliance within thirty (30) working days.
4. **Revisions to Licensing Requirements for Animal-Related Facilities**
   The proposed amendments strengthen standards for dog breeders, dog fanciers, dog rescues, pet services, pet shops, and kennels:
   a. Licensed facilities must maintain an effective rodent and parasite control program to prevent infestations and reduce disease transmission.
   b. All licensees or prospective licensees must complete an **Animal Handler Training Course** provided at no cost by Animal Services. This training must be completed every two years prior to the issuance or renewal of any applicable license.
   c. Acreage requirements for these licenses have been updated to ensure alignment with Title 20 land use regulations.
5. **Clarification of Impoundment Procedures**
   While no substantive procedural changes were made, existing impoundment provisions have been reorganized and consolidated to improve clarity and usability of the code.
6. **Clarification of Animal Cruelty Provisions**
   Clarifications to cruelty-related provisions were addressed primarily through the addition and refinement of definitions, ensuring that enforcement actions are supported by clear and specific terminology.
7. **Updates to Euthanasia Policy**
   The revised policy specifies that individuals performing euthanasia must hold a current **Euthanasia Technician** license issued by the Nevada State Board of Veterinary Medical Examiners, strengthening standards for humane animal care.
8. **Amendments to Investigation, Citation, and Penalty Provisions**
   While existing enforcement provisions were already present in Title 6, they have been reorganized into a new consolidated section to improve readability and support consistent application of penalties for non-compliance.

ORDINANCE NO. 2025-1659

SUMMARY

Ordinance 2025-1659, an ordinance amending various provisions of Title 6 of the Douglas County Code, pertaining to Animals, by adding new definitions to clarify code language; modifying certain procedures related to dangerous and vicious dogs; updating procedures related to the number of dogs a person may keep; revising requirements for dog breeders, dog fanciers, dog rescues, pet services, pet shops, and kennels; amending appeal procedures; revising procedures related to the impoundment of animals; clarifying provisions related to animal cruelty; updating the Animal Services euthanasia policy; and amending provisions related to investigations, citations, and penalties for non-compliance.

TITLE

Ordinance 2025-1659, an ordinance amending various provisions of Title 6 of the Douglas County Code, pertaining to Animals.

RECITALS

WHEREAS, on or about August 4, 2022, the Douglas County Board of Commissioners adopted Ordinance 2022-1601, which repealed and replaced Title 6, Chapters 6.04 through 6.28;

WHEREAS, the repealed Chapters were derived from Ord. 434, 1985; Ord. 464, 1985; Ord. 584, 1993; Ord. 645, 1994; Ord. 687, 1995; Ord. 815, 1998; Ord. 1170, 2006; Ord. 1305, 2010; and Ord. 1340, 2011; and

WHEREAS, the Board has determined that additional revisions to Title 6, Chapters 6.04 through 6.28 are now necessary to promote the objectives of Title 6.

NOW THEREFORE, based on the foregoing, the Board does ordain as follows:

SECTION 1: Title 6, of the Douglas County Code, Chapters 6.04 through 6.28, are hereby amended as follows, with new language shown underlined and deleted language shown with a ~~strikethrough~~:

6.04 – Definitions

The words and phrases used in this title have the following meanings:

~~1.~~ Abandonment: To desert, forsake, or absolutely give up an animal without having secured another owner or custodian for the animal.

~~2.~~ Adequate feed: To provide access to food at suitable intervals, at least once every twenty-four hours, of a quantity suitable for each animal's physical condition and age, sufficient to maintain an adequate level of nutrition; to be served in a clean dish or container; except as

prescribed by a veterinarian or as dictated by naturally occurring states of hibernation or fasting that is natural for the species.

~~3.~~ Adequate shelter: To provide access to shelter that is suitable for the species, age, condition, size and type of each animal; provide adequate space for each animal; is safe and protects each animal from the elements, and the adverse effects of heat or cold, physical suffering, and impairment of health; and provides a quantity of bedding material that is sufficient to protect the animal from cold and promote the retention of body heat; and, for dogs and cats, provides a solid surface, or platform that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner. Livestock in connection with farming and agriculture are excluded from this provision.

~~4.~~ Adequate space: To provide sufficient space, allowing each animal to easily stand, sit, lie, turn around, and make all other normal body movements in a comfortable, normal position, without touching the sides or top of an enclosure. Livestock in connection with farming and agriculture are excluded from this provision.

~~5.~~ Adequate water: To provide access to a source of clean, fresh, potable water; suitable for the animal's age, condition, size and species of each animal; at least twice daily, unless water is accessible to the animal at all times; except as prescribed by a veterinarian.

~~6.~~ Ambient temperature: The temperature surrounding an animal.

~~7.~~ Animal: Includes every living creature that is not a human being. Wildlife and game species are excluded from this definition. Living creatures that are raised or sold for animal consumption are excluded from this definition.

~~8.~~ Animal Services: The department designated by the Board of County Commissioners, that is responsible for the enforcement of laws and ordinances pertaining to animals within Douglas County, operation of the Animal Shelter, receiving, impounding, care and disposal of animals, and emergency response in times of disaster. Also referred to as Animal Care and Services or Animal Control.

~~9.~~ Animal Services Officer: An Animal Services Officer or deputy officer, otherwise referred to as Animal Control Officer, or Animal Services Supervisor of Douglas County, having power and authority to enforce the provisions of this title.

Bite: A puncture, scratch or tear of the skin inflicted by the teeth of an animal.

~~10.~~ Board: The Douglas County Board of Commissioners.

~~11.~~ County Officer: Sheriff, Deputy Sheriff or Animal Services Officer.

Cruelty: Every act or omission whereby unjustifiable physical pain, suffering or death is caused or permitted.

Director: The Douglas County Community Services Director or their designee.

~~12.~~ Dog: Any domesticated animal of the canine family, of either sex, over the age of four months, including domesticated coyotes, wolves or other domesticated wild species of the same genus.

~~13.~~ Dog Breeder: Any person having custody or possession of one or more unaltered dog(s) for any consideration of profit, fee, or compensation, for the purpose of breeding.

~~14.~~ Dog Fancier: Any person having custody or possession of more than three dogs, for the purpose of hunting of wild animals or fowl in accordance with NAC 503.147, showing in recognized dog shows, or competing in field obedience trials.

~~15.~~ Dog Kennel: Any place where dogs are kept, for the purpose of boarding, breeding, training, grooming, treating, sale or other commercial purpose not covered under the provisions of a dog breeder, fancier, rescue kennel, pet service or pet shop license. A veterinary clinic or hospital is excluded from this definition.

~~16.~~ Dog License: The license required to be issued for each dog pursuant to the terms of this title.

~~17.~~ Dog Rescue Kennel: Any rescue organization engaged in providing temporary shelter and care for dogs and/or puppies for the purpose of finding permanent adoptive homes for such animals. A veterinary clinic or hospital is excluded from this provision.

Feral Cat: A cat that is either born in the wild or is a formerly owned cat that has been abandoned and is no longer socialized.

~~18.~~ Foster Animal: An animal, held by Animal Services for adoption, that is temporarily boarded at a residence, subject to approval from Animal Services.

~~19.~~ Immediate Direction and Control: The power to immediately restrict the actions and movement of a dog or other animal by means of a leash, lead, chain, other restraining device, or voice control by the person responsible for the dog or other animal.

~~20.~~ Livestock: Domesticated ungulate, poultry, domesticated fowl or other bird species

~~21.~~ Owner: Any person keeping, having charge of, sheltering, feeding, harboring or taking care of any animal. The owner is responsible for the care, actions, and behavior of the animal.

~~22.~~ Person Responsible: Any person, having custody, possession or control of an animal.

~~23.~~ Pet: An animal that is kept by a person primarily for companionship. Livestock is excluded from this definition.

~~24.~~ Pet Service: Any person or group engaged in grooming or training pets, pet competitions or events for commercial purpose. Pet Services do not provide overnight boarding services to animals not owned by the Pet Services licensee, but may provide short-term, daytime boarding services for animals. A veterinary clinic or hospital is excluded from this provision.

~~25.~~ Pet Shop: Any place of business where pets are kept to be bought, sold, exchanged or offered for sale to the general public. A Pet Shop may also include incidental grooming or

training services. A Pet Shop does not provide overnight boarding services to animals not owned by the Pet Shop licensee. A veterinary clinic or hospital is excluded from this provision.

~~26.~~ Puppy: Any domesticated animal of a canine family of either sex under the age of four months, including domesticated coyotes, wolves or other domesticated wild species of the same genus.

~~27.~~ Quarantine: The isolation of a pet in an enclosure deemed adequate by the Rabies Control Authority, to prevent direct contact with a person or an animal.

~~28.~~ Rabies Control Authority: The Animal Services Officer designated and employed by Douglas County, to administer the rabies control program in accordance ~~to~~with NAC 441A.410.

~~29.~~ Secure Pen: An enclosure constructed of sufficiently strong material, which is covered at the top as well as on all sides with the base secured to the ground in a manner that the dog confined cannot exit by digging underneath. The entry gate must be secured with a secure latch, and suitable to prevent the entry of a minor. If located outdoors, a secure pen must provide adequate space and shelter.

~~30.~~ Service Dog: Dogs that are individually trained to do work or perform tasks for people with disabilities; including but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing animal protection or rescue work, pulling a wheel chair, fetching dropped items, alerting a person subject to seizures, or performing other duties. The work or task provided by a service dog must be directly related to the person's disability. This definition does not include emotional support animals.

Tether: A cable, chain, rope or other similar device that is used to restrain an animal.

~~31.~~ Voice Control: Means that the dog returns immediately to and remains by the side of the person responsible in response to the person's verbal command. If a dog approaches or remains within 10 feet of any person other than the person responsible, that dog is not considered under voice control, unless such person has communicated to the person responsible by spoken word or gesture that such person consents to the presence of the dog. In the case that such person approached by a dog is a minor, an adult must be present with the child to consent to the presence of the dog.

~~32.~~ Working dog: A dog regularly, actively engaged in herding, the protection of livestock or farm animals, or activities in connection with farming or agriculture and that may be housed, kept, or left in an area zoned for livestock. The term working dog shall also refer to any dog used by law enforcement or first responding agencies of the County, State and Federal Governments, to include police, protection, and search and rescue dogs. A dog used for personal or private civilian security or protection does not qualify as a working dog.

6.08 – Dog, Cat and Ferret License; Foster Animals; Dog Number Limitation

6.08.010 – Dog License Required

A. Every person having custody~~,~~ or possession of any dog within the county, must within thirty days after bringing the dog into the county or within thirty (30) days after the dog attains the age of four (4) months, obtain and keep a current dog license issued by the county. A dog license is valid for either one (1), two (2) or three (3) years. No license shall be issued until the applicant has presented a certificate from a licensed veterinarian that the dog has been inoculated against rabies or until applicant pays a fee to Animal Services for a rabies vaccination and agrees to have the dog vaccinated by a licensed veterinarian within thirty (30) days of which the license was issued. The term of the license must not exceed the expiration date of the rabies vaccination by more than thirty (30) days. The current license tag must be displayed on a collar worn around the dog's neck.

B. Persons obtaining a dog license for a dog which has previously been declared dangerous or vicious in another jurisdiction must notify Animal Services.

C.~~B.~~ A dog license may be renewed at any time prior to the date of expiration. The date of expiration of the renewed license is either one (1), two (2), or three (3) years after the date on which the prior license would have expired.

D.~~C.~~ Animal Services~~,~~ and Community Services ~~or the Sheriff's Department is~~ are authorized to collect the license fee and must issue a metallic tag for each dog licensed. The tag must be stamped Douglas County with the license number corresponding with the number on the license application.

E.~~D.~~ License tags are not transferable from one dog to another and no refunds may be made on any dog license fee because of the death of the dog or relocation outside of the County before the expiration of the license period.

F.~~E.~~ A dog license is delinquent when it is not renewed by the expiration date.

G.~~F.~~ Any person violating any of the provisions of this title is guilty of a misdemeanor.

6.08.020 – Dog License – Issuance Procedure

A. On receipt of a completed application for a dog license, with the fee and a certificate signed by a licensed veterinarian stating that the dog is currently vaccinated against rabies for the period of the license, Animal Services~~,~~ or Community Services~~, or the Sheriff's Department~~ must issue the applicant a dog license and a metal tag.

B. Animal Services must retain a hard copy or electronic copy of the application and the license in department files.

6.08.030 – Dog License – Fee

A. The fee for issuance of a dog license or its renewal is set by resolution of the board.

B. Working dogs and service dogs are exempt from the fee requirement.

6.08.050 – Foster Animals

A. The Animal Services Officer may approve the temporary boarding of foster dogs by persons that meet the space, confinement, cleanliness, and animal health requirements of Animal Services.

B. The Animal Services Officer will inspect the premises where the foster animal is to be kept before the placement and may make random inspections to verify compliance.

C. All foster animals that are temporarily boarded must have a current rabies vaccination, an identification tag, and should be spayed or neutered except as prescribed by a veterinarian due to a health or medical condition.

D. A foster animal may be boarded for up to ninety (90) days. The Animal Services Officer may grant an extension based on the needs of the animal or the shelter.

E. Any person violating any of the provisions of this title is guilty of a misdemeanor.

6.08.060 – Number of Dogs Allowed

A. It is unlawful for any person or group to keep, possess, or have custody of more than three (3) dogs over the age of four (4) months on the premises of any one residence~~:~~, business or any other location in Douglas County. Any person found to be in violation of this section will be given notice by the Animal Services Officer to reduce the number of dogs allowed within thirty (30) working days.

B. Any person or group ~~keeping, possessing, or having custody of more than three (3) dogs over the age of four (4) months, without first obtaining~~ that has previously obtained a Dog Breeder, Dog Fancier, Dog Rescue, Pet Service, Pet Shop, or Kennel License from Animal Services is exempt from this section~~, will be given notice by the Animal Services Officer, to reduce the number of dogs allowed within thirty (30) days~~.

C. Working Dogs or Foster Animals approved by Animal Services are excluded from this ~~provision~~section.

D. Any Douglas County resident who does not hold a Dog Breeder, Dog Fancier, Dog Rescue, Pet Service, Pet Shop, or Kennel license may apply for a variance from the requirements of this section. The variance will be granted by Animal Services upon a showing of good cause and the payment of a variance fee. The variance will allow the resident to keep, possess, or have custody of up to four (4) dogs over the age of four (4) months. Such variance must be renewed every five (5) years, with the payment of a new variance fee. Such fee is in addition to the license fee required per dog and set by resolution of the board. Any violation of Title 6 may result in revocation of the variance by an Animal Services Officer.

6.12 – Dog Breeders, Dog Fanciers, Dog Rescue, Pet Services, Pet Shops and Kennels

6.12.010 – License Requirement and Issuance

A. It is unlawful for any person to own or operate as a Dog Breeder, Dog Fancier, Dog Rescue, Pet Service, Pet Shop or Kennel establishment without first applying for and receiving from Animal Services, a license to do so.

B. All application forms furnished by the Animal Services Officer, and proof of rabies vaccinations for all dogs over the age of four (4) months, must be completed in full, and submitted in person to Animal Services

C. Following receipt and review of the license application, an inspection of the premises will be conducted by the Animal Services Officer, who will then either grant or deny the license. If the decision is for denial, the reasons for denial must be stated in writing by the Animal Services Officer.

D. The fee for the issuance of a license as set by Resolution of the Board shall be due and payable by the applicant within ten (10) business days upon issuance of the license, and each twelve (12) months thereafter. The license, unless forfeited or revoked, is valid for twelve (12) months from the day of issuance.

E. Any person failing to pay renewal fees prior to the expiration date of the license shall reinstate, or forfeit the license.

F. All Dog Breeder, Dog Fancier, Dog Rescue, Pet Service, Pet Shop or Kennel establishment premises are subject to an inspection at any time by the Animal Services Officer.

G. A license is not transferable to a new owner or operator.

6.12.020 – Minimum Standard of Care

Any Dog Breeder, Dog Fancier, Dog Rescue, Pet Services, Pet Shop or Kennel establishment must meet the following minimum standard of care requirements:

A. Facility Requirements:

1. ~~Must provide a~~Adequate shelter must be provided~~;~~. Shelters must include a sufficient amount of heat when temperatures fall below fifty (50) degrees, and protection when the National Weather Service has issued a high wind warning. Ambient temperatures inside enclosures must be maintained at a reasonably comfortable level with adequate ventilation by windows, doors, vents, fans, or HVAC system, and remain cool when the National Weather Service has issued a heat advisory.

2. Facilities must maintain an efficient program of rodent and parasite control to prevent flea infestation and spread of disease.

3.~~2.~~ Each animal must have adequate space, allowing them to easily stand, sit, lie, turn around, and make all other normal body movements in a comfortable, normal position without touching the sides or top of the enclosure.

4.~~3.~~ Enclosures must be made of an impervious material, such as, metal, fiberglass, concrete, and must be designed for rapid drainage of surface water.

5.~~4.~~ Enclosures, except those in an animal shelter, cannot be stacked.

6.~~5.~~ Enclosures must be constructed as to prevent the animals inside from biting or otherwise harming another animal or person outside of the enclosure.

7.~~6.~~ Areas where animals are housed must be cleaned daily with a disinfectant, cleanser, or chlorine bleach. Materials sufficient to clean and disinfect the entire facility where animals are kept must be present on the premises. Cleaning supplies must be stored separately from food supplies.

B. Animal Care and Safety:

1. All animals must be provided adequate food and water.

2. Any dog, cat, or ferret over the age of four (4) months must have proof of a current rabies vaccination, and the owner or operator must keep and maintain vaccination records and present them to the Animal Services Officer during inspections.

3. Veterinary care must be provided, if needed, to maintain good health and general welfare and to prevent suffering by animals.

4. The maintenance and care of the animal shall not endanger the peace, health or safety of persons residing in the county.

5. All animal bites on the premises must be reported immediately to Animal Services pursuant to section 6.16.020

C. Any Dog Breeder, Dog Fancier, Dog Rescue, Pet Services, Pet Shop or Kennel is subject to unannounced random inspections throughout the duration of the license to ensure compliance with the provisions of this title.

D. Animal Handler Training Course: The licensee or perspective licensee for any Dog Breeder, Dog Fancier, Dog Rescue, Pet Services, Pet Shop or Kennel shall attend an animal handler training course at no cost conducted by the Animal Services prior to obtaining or renewing a license. The animal handler training course must be completed by the licensee biennially.

E.~~D.~~ Any person violating any of the provisions of this title is guilty of a misdemeanor.

6.12.030 – Dog Kennel – Specific Requirements

A. A Dog Kennel establishment must comply with all land use and zoning requirements set forth under Title 20 of Douglas County Code.

B. The permissible number of dogs a Dog Kennel may house is based upon approval of the Planning Commission and the license issued by Animal Services.

C. Every dog kennel must meet the minimum standard of care outlined in section 6.12.020.

6.12.040 – Dog Breeder or Fancier – Specific Requirements

A. A Dog Breeder or Dog Fancier establishment must comply with all land use and zoning requirements set forth under Title 20 of Douglas County Code.

B. A maximum of six (6) dogs over the age of four (4) months are permitted on parcels of one (1) ~~to five (5)~~ to three (3) net acres.

C. A maximum of eight (8) dogs over the age of four (4) months are permitted on parcels of ~~five (5) net acres or~~ more than three (3) net acres.

D. Every Dog Fancier or Dog Breeder must meet the minimum standard of care outlined in section 6.12.020.

E. No more than three (3) dogs other than the breeder or fancier dogs may be kept as pets. Any such dogs kept as pets count towards the total allowable number of dogs permitted at that location.

F. All breeder or fancier dogs must have documentation of pedigree from a recognized and accredited dog kennel club.

G. All dogs must have a microchip, and dogs over four (4) months must have a license pursuant to section 6.08.

H. Puppies may be housed in the same enclosure as their mother.

I. Puppies, or dogs may not be sold unless,

1. the puppy or dog has a registered microchip;

2. all the required vaccinations for rabies which are appropriate based upon the age of the puppy or dog have been given;

J. Breeders shall not breed a female dog,

1. before she is eighteen (18) months of age;

2. or more than once a year.

K.~~I.~~ Every dog breeder or fancier must meet the minimum standard of care outlined in section 6.12.020.

6.12.050 – Dog Rescue Kennel – Specific Requirements

A. A Dog Rescue Kennel shall be a tax-exempt non-profit entity under Section 501(c)(3) of the Internal Revenue Code, and must comply with all land use and zoning requirements set forth under Title 20 of Douglas County Code.

B. All rescue dogs brought into Douglas County from outside of the state of Nevada must have a current health certificate signed by a licensed veterinarian, and issued no more than thirty days before the date the dog arrives into Nevada, and a current rabies vaccination certificate consistent with the requirements of Nevada law.

C. A maximum of six (6) dogs over the age of four (4) months are permitted on parcels of one (1) to ~~five (5)~~ three (3) net acres.

D. A maximum of eight (8) dogs over the age of four (4) months are permitted on parcels of more than ~~five (5)~~ three (3) net acres ~~or more~~.

E. No more than three (3) dogs may be kept as pets. Any such dogs counted as pets count towards the total number of dogs allowed at that location.

F. Every Dog Rescue Kennel must meet the minimum standard of care outlined in section 6.12.020.

G. All dogs over the age of four months must have a microchip, and dog license pursuant to section 6.08.

H. All dogs over the age of six (6) months must be sterilized

I. Every Dog Rescue Kennel must maintain records containing information of each rescue dog received by the kennel, that indicates;

1. the date and time each dog arrived at the kennel;

2. the gender, age, breed, color, and brief physical description of each dog;

3. whether the dog is sterilized or unsterilized;

4. the expiration date of the rabies vaccination of each dog;

5. the issuance date of the health certificate, and name of the issuing veterinarian, if applicable;

6. the origin of each dog;

7. the disposition of each dog, for example, adopted, released to another rescue organization, releasing agency, euthanized, or other disposition;

8. the disposition location of each dog, for example, adopters, rescue organization, releasing agency, veterinarian, or other location.

9. The records must be produced for review by the Animal Services Officer upon request to verify compliance with this Title.

6.12.060 – Pet Shop – Specific Requirements

A. A Pet Shop must be located in a commercial or industrial zoning district and comply with all land use and zoning requirements set forth under Title 20 of Douglas County Code.

B. The term "animals" as used in this section includes mammals, birds, reptiles, amphibians, fish, insects, arachnids and any other creatures traditionally sold as pets.

C. Every Pet Shop must meet the minimum standard of care outlined in section 6.12.020 for all animals maintained by the Pet Shop.

D. Enclosures must be provided for all animals housed in the Pet Shop, and must be made of sufficiently strong materials and constructed so that the confined animals cannot exit or escape. All enclosures must be cleaned, and excreta removed at least once daily, to prevent contamination and to reduce odors and the risk of disease.

6.12.070 – Pet Service – Specific Requirements

A. A Pet Service must comply with all land use and zoning requirements set forth under Title 20 of Douglas County Code.

~~B. A maximum of six (6) dogs over the age of four (4) months are permitted on parcels of one (1) to five (5) net acres.~~

~~C. A maximum of eight (8) dogs over the age of four (4) months are permitted on parcels of five (5) net acres or more.~~

~~D.~~B. Every Pet Service must meet the minimum standard of care outlined in section 6.12.020.

~~E.~~C. Enclosures must be provided for all animals housed during hours of operation, and cleaned at least once daily, or before placing another animal in the enclosure, to prevent contamination and to reduce odors and the risk of disease.

6.12.080 – Denial or Revocation of License; Appeal Procedure

A. Any Dog Breeder, Dog Fancier, Dog Rescue, Pet Service, Pet Shop or Kennel License is subject to denial or revocation, if Animal Services finds any of the following to be true:

1. The licensee or any operator, agent or employee of the licensee was previously convicted of any criminal offence involving cruelty to animals;

2. The licensee or any operator, agent or employee of the licensee was previously found to be in violation of Title 6.

3. The licensee is in violation of any applicable zoning, health and safety, or building ordinances or codes;

4. The licensee or any operator, agent or employee of the licensee failed to adhere to the minimum standards of care as outlined in Title 6.12.020;

5. The licensee engaged in fraudulent practices or misrepresentation related to any previous activity as a Dog Breeder, Dog Fancier, Dog Rescue, Pet Service, Pet Shop or Kennel;

6. Concealment or misrepresentation in the application for a license;

7. Previous suspension or revocation of a Dog Breeder, Dog Fancier, Dog Rescue, Pet Service, Pet Shop or Kennel license;

8. Any failure to meet the requirements of this Title, or the requirements set forth for the license.

B. License denial or revocation; procedure for appeal

1. A decision by Animal Services to deny or revoke a Dog Breeder, Dog Fancier, Dog Rescue, Pet Service, Pet Shop or Kennel License shall be in writing and served upon the applicant or licensee by U.S. Mail at the licensee's last known address.

2. Upon issuance of written notice of revocation of a license, the Dog Breeder, Dog Fancier, Dog Rescue, Pet Service, Pet Shop or Kennel must cease operations within fourteen (14) calendar days from the date of issuance of written notice. Animal Services may impound or relocate the dogs if necessary.

3. An applicant or licensee aggrieved by a decision to deny or revoke a license may file a written appeal to Animal Services within fourteen (14) calendar days after issuance of written notice of the decision to deny or revoke the license. The appeal shall be presented to the

~~Board~~ Director within sixty (60) calendar days for final decision. The licensee shall not operate during the pendency of any appeal.

4. An applicant whose application for a new or renewed Dog Breeder, Dog Fancier, Dog Rescue, Pet Service, Pet Shop or Kennel License has been denied, may reapply for a license after twelve (12) months has elapsed from the date of denial. An earlier reapplication may be submitted if accompanied by satisfactory evidence that the grounds or ground for the denial of any prior application no longer exists.

6.16 – Rabies Control and Animal Bites

6.16.010 – Rabies Vaccinations

A. The owner of any dog, cat, or ferret over four (4) months of age must have the animal vaccinated against rabies by a licensed veterinarian consistent with the requirements of Nevada Administrative Code Section 441A.435.

B. The licensed veterinarian administering the anti-rabies vaccination to any dog, cat, or ferret within the county must provide the owner of the animal with a rabies vaccination certificate and tag consistent with the requirements of Nevada Administrative Code Section 441A.440.

C. A licensed veterinarian may exempt a dog, cat or ferret from vaccination for health reasons. The veterinarian shall record the reasons for the exemption and a specific description of the dog, cat or ferret, including the name, age, sex, breed and color on a rabies vaccination certificate which must bear the owner's name and address. The veterinarian shall record whether the reason for the exemption is permanent and, if it is not, the date the exemption expires.

6.16.020 – Animal Bite Reporting

A. Anyone with knowledge of a human being bitten by an animal shall report the bite to Animal Services and provide detailed information of the incident.

B. When the owner or person responsible for any dog, cat or ferret, knows that such animal has bitten a human being, the person shall immediately inform Animal Services, and the victim or the victim’s parent or guardian if the victim is a minor, of the name and address of the person responsible for the animal, and the animal’s location.

C. A physician, or other medical personnel who renders professional treatment to a person bitten by an animal shall report to Animal Services within twenty-four (24) hours of the initial treatment. The physician or other medical personnel shall report the name, telephone number and address of the person bitten. If known, such persons shall give the name and address

of the owner of the animal that inflicted the bite and other facts that may assist Animal Services in ascertaining the vaccination and health status of the animal.

6.16.030 – Biting Animal – Quarantine and Disposition

A. Animal Services shall cause a dog, cat or ferret, regardless of current vaccination against rabies, which has bitten a human being, to be quarantined for ten (10) days following the bite, and to be observed under the supervision of Animal Services or a licensed veterinarian during the quarantine period.

B. The dog, cat or ferret must be physically quarantined with Animal Services or a licensed veterinarian under any of the following circumstances:

1. The owner or person responsible is unable to provide a current rabies vaccination certificate issued for the biting animal;

2. The owner or person responsible is unable to provide an adequate quarantine area;

3. When the owner or person responsible for the animal cannot be found or identified the Animal Services Officer will impound and quarantine such animal, and make the appropriate efforts to locate the owner or person responsible throughout the quarantine period.

C. The Animal Services Officer may approve a home quarantine under the following conditions:

1. The owner or person responsible must provide a current rabies vaccination certificate issued for the biting animal; and

2. The quarantine holding area is deemed adequate by the Animal Services Officer to prevent direct contact with a person or an animal during the quarantine period.

3. Nursing female animals or animals under the treatment of a veterinarian may be considered for home quarantine on a case-by-case basis by the Animal Services Officer in the absence of a current rabies vaccination certificate.

D. If a dog which has bitten a person is owned by law enforcement, the Animal Services Officer may waive the requirement that the dog be quarantined if:

1. The bite occurred while the dog was carrying out the dog's normal duties for the law enforcement agency;

2. The dog has been vaccinated against rabies; and

3. After ten days following the bite; the dog is examined by the Animal Services Officer or a licensed veterinarian, and found free of any signs or symptoms of rabies.

E. At the end of the ten (10) day quarantine, the dog, cat, or ferret may be released from quarantine under any of the following circumstances:

1. The owner or person responsible provides documentation, executed by a veterinarian, that the animal has been examined and found to be free of any signs or symptoms of rabies, and that it has been vaccinated against rabies.

2. A currently vaccinated animal is presented to the Animal Services Officer, and found to be free of any signs of rabies.

3. The animal may be examined at the owner's residence, and released by the Animal Services Officer.

4. An unclaimed animal whose owner is unknown, may be released from quarantine by the Animal Services Officer, and considered abandoned.

F. If at the end of the quarantine period, the animal is free of all signs of rabies:

1. The animal must be returned to its owner upon payment of all costs of quarantine, veterinary care, and licensing, if applicable.

2. If the owner cannot be located the animal will be considered abandoned, and placed up for adoption, or humanely euthanized.

G. An animal which has bitten a human being may be humanely euthanized and tested for rabies within the quarantine period if:

1. The animal is so ill or severely injured that it would be inhumane to keep it alive;

2. In the opinion of a licensed veterinarian, the animal exhibits paralysis or neurological or behavioral symptoms that are consistent with rabies; or

3. In the opinion of the Animal Services Officer, the behavior of the animal is so fractious or aggressive that it is not possible for the Animal Services Officer to handle the animal safely.

H. If within the quarantine period, the animal dies, or is euthanized, the animal must be tested for rabies by a licensed veterinarian or certified laboratory.

I. The owner of an animal quarantined pursuant of this chapter is responsible for all costs of impound, board, licensing fees and veterinary services.

J. It is unlawful for any person to refuse to comply with directions or orders of the Animal Services Officer to quarantine and confine an animal for a period of ten (10) days. Furthermore, it is unlawful for any person to fail, refuse, or neglect to allow the Animal Services Officer to inspect or examine a quarantined animal at any reasonable time during the quarantine period.

K. ~~1.~~ The Animal Services Officer authorized to enforce the provisions of this chapter may enter upon the private property to seize the animal. If the owner refuses to surrender the animal, the officer shall immediately obtain a search warrant authorizing seizure and impoundment of the animal.

6.20 – Animal Restrictions and Impoundment

6.20.010 – Dogs At Large

A. Except as otherwise provided in subsection B, it is unlawful for any owner or person responsible for a dog to cause, permit, suffer or allow such dog:

1. To run at large, stray or trespass on any private or public property without the permission of the property owner.

2. While straying or running at large, to actively pursue, chase, worry, attack, injure, or kill any livestock within the County.

B. This section does not apply to the following:

1. Any dog performing under the immediate direction and control, or voice control of the owner or person responsible for the dog;

2. Dogs owned by law enforcement, carrying out normal duties of the law enforcement agency.

C. The owner or person responsible for a female dog in heat must confine the dog in a secure pen in such a manner that the female dog cannot run at large or come in contact with another dog during estrus.

D. The Animal Services Officer may tranquilize a dog at large to aid in its capture. If a safe capture cannot be made using tranquilization, the Officer may use any reasonable means necessary, including destruction of the animal, to capture the animal.

6.20.020 – Barking Dogs

A. It is unlawful for any person to own, possess, harbor, control or keep on any premises, any dog that continuously or incessantly howls, barks, or makes any noise audible beyond the boundaries of the property on which the dog is situated, as to unreasonably disturb any person at any time of day or night. For the purpose of this section, such period of time shall consist of continuous and constant barking or howling for thirty (30) minutes or more within a twenty-four (24) hour period, or sporadic barking, or howling for sixty (60) minutes or more during any twenty-four (24) hour period.

B. Dogs making noise in response to a person trespassing, threatening to trespass, teasing or provoking the dog, or dogs owned by law enforcement carrying out normal duties of the law enforcement agency, or working dogs as defined in Chapter 6.04, shall not be deemed a violation of this section.

6.20.030 – Barking Dogs – Complaints, Citations, and Penalties

A. The initial barking complaint shall proceed as detailed below. These steps must be undertaken prior to any barking dog citation issuance pursuant to subsection B in this section.

1. Any person may lodge an initial and informal barking dog complaint. The initial and informal complaint must include: (a) the name, address and phone number of the complaining party (b) the address location of the barking dog; and (c) specifics of time and duration of the barking or howling.

2. In response to the above initial and informal complaint, an Animal Services Officer will attempt to contact the owner or person responsible for the dog, via phone, or by mail, to notify them of the complaint. The owner or person responsible for the dog will be given fourteen (14) days to abate the situation.

3. The Animal Services Officer will provide a formal Barking Dog Complaint form to the complainant.

B. Should the barking continue after 14 days from the initial notice to the owner or person responsible, the complainant shall submit the completed formal barking dog complaint form to the Animal Services Officer. The barking dog complaint form must include:(a) the name, address and phone number of the complainant, (b) the dog owner's name (if known) and address location of the barking dog, (c) the description of the barking dog, (d) documented evidence showing specific dates, times and duration of the barking for a minimum of fourteen (14) days. The evidence must show a pattern of continuous and incessant barking pursuant to 6.20.020. The formal barking dog complaint form must be submitted within forty (40) days of the initial complaint. Failure to provide such form will result in the complaint being closed.

1. The Animal Services Officer will review the barking dog complaint form, and any evidence submitted by the complainant, in order to determine whether a violation of this chapter exists.

2. If the owner or person responsible is found to be in violation of this chapter, the Animal Services Officer may ~~issue a citation or~~ report the incident to the District Attorney for further action.

3. If during the review of the complaint form it is discovered the documents have been falsified, the Animal Services Officer will forward to the District Attorney for further action.

6.20.040 – Dangerous or Vicious Dogs – Declaration and Appeal

A. Any dog may be declared dangerous by the Animal Services Officer or by a court of competent jurisdiction if:

1. It is used in the commission of a crime by its owner or person responsible for the dog;

2. Without provocation, on two separate occasions within eighteen (18) months, it behaved menacingly, to a degree that would lead a responsible person to defend oneself against substantial bodily harm, while the dog was (a) off the premises of its owner or person responsible; or (b) not confined in a cage, pen or vehicle;

3. The dog has aggressively bitten and inflicted bodily harm to a human being off the premises of its owner or person responsible; or

4. The dog entered onto the property of another and inflicted substantial bodily harm to another animal.

B. Any dog ~~must~~ may be declared vicious by the Animal Services Officer or a court of competent jurisdiction if:

1. Without being provoked, it killed or inflicted substantial bodily harm upon a human being;

2. Within eighteen (18) months after being declared dangerous by the Animal Services Officer or court of competent jurisdiction, the dog continues any ~~the~~ behavior described in subsection A;~~.~~ or

3. The dog enters on the property of another and kills an animal~~;~~.

C. When a dog is declared dangerous or vicious, the Animal Services Officer shall notify the dog owner of such declaration. The notice to the owner shall meet the following requirements:

1. Written notice shall be mailed by U.S. Mail to the owner's last known address, if available.

2. The notice shall include a summary of the Animal Services Officer's findings that form the basis for the declaration of the dog as a dangerous or vicious dog.

3. The notice shall be dated and state that the owner has the right to appeal to Animal Services in writing within ten (10) calendar days of the date of the declaration issued pursuant to this section. The administrative appeal shall be presented to the ~~Board~~Director within sixty (60) calendar days for final decision. Until such appeal has been heard and a decision issued by the ~~Board~~Director, the owner or person responsible for the dog must comply with Section 6.20.050 Vicious Dog Requirements and Registration.

D. A decision by the ~~Board~~Director overturning the Animal Services Officer's declaration shall not affect the Animal Control Officer's right to later declare a dog to be dangerous or vicious, for the dog's subsequent behavior.

E. The following factors must be considered in making the determination of a dangerous or vicious dog:

1. Whether the harm resulted from teasing or mistreatment of the dog;

2. Whether any teasing or mistreatment was committed by the victim;

3. Whether the victim was warned to stay away from the dog; ~~and~~

4. The viciousness of the attack~~.~~; and

5. Evidence of the dog's history or propensity to attack without provocation.

F. A dog may not be declared dangerous or vicious pursuant to this section:

1. Based solely on the dog's breed;

2. Because of a defensive act against a person who was committing a crime or attempting to commit a crime or who provoked the dog;

3. When the dog is acting to defend an attack upon a human being by a person or other animal;

4. When the dog is owned by law enforcement, and carrying out normal duties of the agency;

5. When the dog is acting against a trespasser who has illegally entered the residence of the owner or person responsible; or

6. When the dog is acting against a trespasser who illegally entered on or into a fenced or enclosed business premises, when those premises have signs posted in a conspicuous way warning the public of a potentially dangerous animal on the premises.

G. If the identity of the owner of a dog which the Animal Services Officer declared dangerous or vicious cannot be determined, the dog shall immediately be impounded. If the owner claims such dog, the dog shall be released to its owner upon payment of all applicable impound fees, together with a copy of the notice specified in subsection C of this section. If the dog remains unclaimed for thirty (30) days, the dog shall be humanely euthanized and shall not be placed for adoption.

6.20.050 – Vicious Dogs – Requirements and Registration

A. It is unlawful for any person to knowingly own, possess, harbor, control, or keep on any premises, or to transfer ownership of, a vicious dog, except as provided in this section.

B.~~A.~~ Any dog which is declared vicious may be kept within Douglas County provided that:

1. Within ten (10) days of declaration, the owner is to provide a secure pen as described in this title, or housed within a residential dwelling deemed adequate by the Animal Services Officer. At no time shall the dog be allowed to leave the private property confines of the owner unless it is muzzled, leashed and under the control of an adult. The leash must be no more than four (4) feet in length and made of sturdy material; the muzzle must ~~ne~~be the proper size and design for the dog. The Animal Services Officer must approve all secure pens, leashes, and muzzles used on vicious dogs~~ and shall conduct an annual inspection on such requirements~~. An annual inspection will be conducted by an Animal Services Officer on all requirements, and an annual fee for the inspection, set by resolution of the Board, must be paid to Animal Services.

2. The owner of the dog must post on the premises a clearly visible warning sign containing a warning symbol and letters at least two (2) inches high, that there is a vicious dog on the property.

3. Within thirty (30) days of declaration, the owner shall obtain a dog license for the vicious dog; Animal Services shall add a notation that the dog is vicious within the dog's license record. The dog license shall be renewed annually or upon any transfer of ownership or possession of the dog.

4. Within ninety (90) days of declaration, the owner is to:

(a) have the dog sterilized, and must provide the Animal Services Officer a copy of the sterilization certificate signed by the veterinarian that performed the procedure.

(b) have the dog microchipped. The microchip identification number must be added to the dog's license record.

C.~~B.~~ The owner of a vicious dog may not sell, relocate or transfer ownership to another person, rescue, agency or organization without first obtaining prior written approval from an Animal Services Officer. If such transfer of ownership takes place within Douglas County, the owner or person responsible for the vicious dog must comply with subsection A of this section. If such transfer of ownership takes place outside the boundaries of Douglas County, the dog owner must provide the name, address and phone number of the transferee. The Animal Services Officer shall notify the local authorities of relocation of the vicious dog.

6.20.060 – Vicious Dogs – Impoundment and Disposition

A. A vicious dog shall be immediately impounded by a County Officer, upon the determination that one of the following circumstances exists:

1. The dog is not validly and currently licensed as required by this Title;

2. The dog is not maintained in a secure pen as required by this Title;

3. The dog is outside a secure pen and not under the restraints required by section 6.20.050(A)(1), whether or not such dog is in the custody or possession of its owner;

4. The dog is found to be at large.

B. A County Officer may tranquilize or use any other reasonable means necessary to impound the dog. If the Officer determines that the dog cannot be safely impounded, and poses a threat to the life or wellbeing of a person or animal, the Officer may use lethal means to capture the dog.

C. Any dog which has been impounded under subsection A of this section shall be returned to its owner upon compliance with the provisions of this section and upon the payment of all applicable impound fees. If the owner fails to comply with the provisions of this section and pay all applicable impound fees within thirty calendar days of the date of impoundment, the dog may be humanely euthanized.

6.20.070 – Dog Impoundment

A. The County Officer shall impound any dog found running at large pursuant to section 6.20.010 of this title.

B. Animal Services will make a reasonable effort to notify the owner or person responsible for the impounded dog as soon as practical after impoundment.

C. Any impounded dog shall be held by Animal Services for a minimum of five (5) calendar days. If within the five (5) days and owner or person responsible claims the dog, the dog shall be released once:

1. payment of all costs of impound, board and license fees (if applicable) are received by Animal Services; and

2. proof of rabies vaccination is provided, or payment of the fee for rabies vaccination, and agreement to vaccinate are received by Animal Services.

D. Under documentation of hardship, the fees required in subsection C of this section, with the exception of license and rabies vaccination fees, may be waived by the approval of the Animal Services Supervisor or Director.

E. If an owner or person responsible has asserted ownership rights to an impounded dog, but has failed to claim such dog after five (5) calendar days after asserting ownership rights, the dog will be kept for an additional five (5) calendar days, in order to give the owner the opportunity to reclaim their dog. If ten (10) calendar days have lapsed after the initial impoundment date, the dog will be deemed abandoned~~,~~ and will become the property of Animal Services. The owner or person responsible for the dog shall be responsible for the costs and fees as required by Section 6.24.010.

F. Any dog not claimed by an owner or person responsible within five (5) calendar days after initial impoundment will be deemed abandoned and may be placed for adoption, or humanely euthanized by Animal Services at the discretion of Animal Services if unable to be adopted.

6.20.080 – Emergency Animal Impoundment

A. A County Officer may impound any animal, and the animal shall be kept under protective custody at the Animal Shelter, in any of the following circumstances:

1. ~~a~~As a result of an arrest, hospitalization, death, absence, domestic violence situation, or possible abandonment of or by the owner.~~; and the animal shall be kept under protective custody at the Animal Shelter.~~

2. Upon an Animal Services Officer's determination that an animal has been kept or treated in violation of this Title, or that an animal is or will be without proper care;

3. Upon an Animal Service Officer's determination that an animal must be removed for the protection of the animal or the general public; or

4. In the event of sickness of or injury to an animal whose owner or keeper is unknown.

B. The Animal Services Officer or County Officer who impounds an animal pursuant to this Title and NRS 574.055 is not liable for any action arising out of the impoundment or, ultimately, the humane euthanasia of the animal.

C.~~B.~~ At the time of impoundment, written notice shall be posted upon the property from which the animal was taken, or served by U.S. Mail upon the owner of the animal at the owner's last known address.

D.~~C.~~ Animal Services shall hold such animal for up to ten (10) calendar days at the owner's expense. With the exception of license and rabies fees, impound and board fees shall be waived if the animal is reclaimed by the owner within twenty-four (24) hours of impoundment.

E.~~D.~~ The owner or person responsible may designate an agent to reclaim the animal, or relinquish the animal to Animal Services pursuant to section 6.24.040.

F.~~E.~~ If such animal is not reclaimed within ten (10) days of the impoundment date, Animal Services shall deem the animal abandoned pursuant to 6.24.010 and the animal will become the property of Animal Services.

G.~~F.~~ If the owner is known, and fails to reclaim the animal, it shall be the responsibility of the owner to pay impound and board fees, not to exceed ten (10) days of accrual, and other applicable fees such as release and rabies vaccination fees.

H.~~G.~~ Costs for veterinary care for the animal impounded shall be the responsibility of the owner or person responsible for the impounded animal.

6.20.090 – Restraining Animals

A. Every person who is the owner of any animal, has an absolute duty to keep the animal upon his premises under their immediate direction and control, and shall keep said animal properly restrained by a fence, cage, or other adequate means so that said animal shall not leave or escape from the premises upon which it shall be kept.

B. Cats and fowl are exempt from this section.

C. Animals grazing on open land pursuant to NRS chapter 568 and the Taylor Grazing Act are exempt from this section.

D. Service Dogs and Working Dogs are exempt from this section.

6.24 – Animal Mistreatment and Cruelty; Relinquishment, Adoption and Euthanasia

6.24.010 – Abandonment

It is unlawful for any person owning, possessing, or having custody and control of any animal to desert, forsake, or absolutely give up an animal without having secured another owner or custodian for the animal.

6.24.020 – Endangerment and Mistreatment of, and Cruelty towards, Animals

A. It shall be unlawful for any person to instigate, engage in, or further an act of Cruelty upon an animal. Acts of Cruelty include but are not limited to those described more fully in this section.

B.~~A.~~ It shall be unlawful for any person, owner, or person responsible of any animal to use a tether, chain, tie, trolley or pulley system or any other devices to restrain such animal on any property, that is less than twelve (12) feet in length, fails to allow such animal to move at least twelve (12) feet, allows such animal to reach a fence or object which could endanger such animal in any way or by entanglement or strangulation, or use of prong, pinch, or choke collar with such constraint, or for more than fourteen (14) hours in a twenty-four (24) hour period.

C.~~B.~~ It shall be unlawful any person to willfully leave any animal inside a motor vehicle where it may suffer from exposure to the excessive heat. Animal Services may remove an animal from a motor vehicle, if the animal is exhibiting obvious signs and symptoms of suffering or distress from exposure to heat. The Animal Services Officer may use whatever means necessary to remove the animal from the motor vehicle, immediately impound the animal, and may provide reasonably necessary veterinary treatment. The County Officer may impound a vehicle in which an animal is enclosed. The vehicle and animal may be released to the owner or person responsible upon payment of the costs of impoundment and any reasonably necessary veterinary treatment.

D.~~C.~~ It shall be unlawful for any person to torture, inflict pain or harm in the course of any ritual, kill in an inhumane method, or engage in any sexual conduct or contact with any animal.

E. Horse Tripping: It is unlawful for any person to intentionally trip or fell any equine animal by the legs or by any means whatsoever for the purpose of entertainment, competition, or sport.

F.~~D.~~ It shall be unlawful for any person to willfully overdrive~~,~~ or overload~~,~~ any animal, or to willfully and cruelly beat, injure, maim, mutilate, or kill ~~or willfully instigate, engage in, or in any way further an act of cruelty to~~ any animal, ~~or any act to produce such cruelty,~~ whether said person is the owner or not and whether on private or public property.

G.~~E.~~ It shall be unlawful to deprive any animal of:

1. adequate feed;
2. adequate water;
3. adequate shelter; or
4. adequate space, as described in this title.

H.~~F.~~ It shall be unlawful to refuse or deprive any animal reasonably necessary veterinary medical care for illness, injury, disease or infirmity, or willfully instigate, engage in, allow, or in any way further an act of cruelty to any animal, or any act to produce such cruelty.

I.~~G.~~ It shall be unlawful for any person owning, possessing or having the care, custody or control of any animal, living or dead, to abandon such animal on any property whether private or public.

J.~~H.~~ It shall be unlawful for any person to carry or enclose, or cause to be carried or enclosed, in or upon any vehicle or conveyance, any animal in a cruel or inhumane manner. It is unlawful for any person to transport or convey any animal in the bed of an open pickup truck, or similar open vehicle, without making adequate provisions to prevent the animal from jumping or being thrown from the vehicle or conveyance. Working dogs are exempt from this provision.

K.~~I.~~ It shall be unlawful for any person to own, keep, use, or be financially interested in any way, in the management of, or to wager on or receive money or other things of value for the admission of any person to public or private property or place used or occupied for baiting or fighting of any animal; or to instigate, promote, arrange, or carry on, or do any act as assistant, umpire, principal, spectator or otherwise, a fight between animals, or in aid of or calculated to encourage or further any fight between animals.

L.~~J.~~ Any person who intends to trap any domestic animal to which they are not the owner or person responsible for, on private property within Douglas County, shall notify Animal Services prior to such trapping.

M.~~K.~~ It is unlawful for any person to keep an animal in conditions that are unsanitary. For purpose of this section, unsanitary conditions shall include but shall not be limited to the following:

1. excessive feces,
2. lack of space,
3. ventilation,
4. excessive pests,
5. excessive rubbish, dirt, debris or waste,
6. offensive odors, or
7.~~6.~~ any other condition which threatens the health of animals or humans.

N.~~L.~~ It is unlawful for any person to tease, coax, release or otherwise cause an animal to escape from an enclosure provided for the animal.

O. It is unlawful for any person to willfully throw, drop or place, or cause to be thrown, dropped or placed upon any road, highway, street, alley or public place, or upon the private property of himself or another, any poisonous or dangerous substance, material, or device, which is reasonably likely to wound, disable or injure any animal.

P.~~M.~~ It is unlawful for any person to remove a domestic animal from the county without the approval of the owner. If the animal is not owned or the owner cannot be ascertained, it is unlawful to remove it from the county without providing Animal Services with the following information:

1. Description of the animal;
2. Location where the animal was found;
3. Name, address and phone number of the person removing the animal; and
4. Name, address and phone number of the person who will have custody of the animal.

Q. Any~~The~~ person lawfully removing an~~the~~ animal from the county must make the animal available for a potential owner to reclaim for at least ten (10) days.

~~*6.24.030 Impoundment of Abandoned, Endangered, or Mistreated Animals*~~

~~A. The Animal Services Officer or county officer may impound any animal found to be kept or treated in violation of this Chapter.~~

~~B. The Animal Services Officer or county officer who impounds an animal pursuant to this Chapter and NRS 574.055 is not liable for any action arising out of the impoundment or humane euthanasia of the animal.~~

6.24.040 – Relinquishment of ~~Animal~~Cat or Dog

A county resident who is the owner of ~~an animal~~ a cat or dog may voluntarily relinquish ownership of the ~~animal~~ cat or dog to Animal Services by signing a statement that he or she is the legal owner of the animal and authorizing Animal Services to place for adoption or humanely euthanize the animal. The owner of the animal must pay the applicable fees set by the Board at the time of relinquishment. Animal Services may accept or deny relinquishment at their discretion.

6.24.050 – Adoption of Animal

Animal Services may permit the adoption of any pet that is abandoned or has been relinquished. Before a dog, cat or ferret may be adopted, the animal must be sterilized or an agreement for the sterilization must be signed by the new owner. Animal Services must adopt a policy for minimum ages and weights for sterilization, health requirements, and the required vaccinations. The new owner must pay the fees set by resolution of the Board for the adoption and any veterinarian fees.

6.24.060 – Euthanasia Policy

A. ~~The~~ An Animal Services Officer, or Animal Services Staff, may humanely euthanize any animal which is abandoned or for which ownership has been relinquished.

B. In the event of sickness of or injury to an animal, whose owner or keeper is unknown, the Animal Services Officer may, after a reasonable time, take any action to prevent further undue pain and suffering to the animal, including humane euthanasia.

C. The person performing the euthanasia must hold a current Euthanasia Technician license with the State of Nevada Board of Veterinary Medical Examiners. The method of euthanasia must be by injection.

6.28 – Investigations, Citations, and Penalties

6.28.010 – Enforcement and Investigation

The Animal Services Officer is empowered to enforce all provisions of this Title, and to investigate all complaints concerning animals in the county and alleged violations of this Title.

6.28.020 – Authority to Issue Citations

The Animal Services Officer is empowered to prepare, sign and serve written misdemeanor citations on persons accused of violating this Title. In lieu of citation, the Animal Services Officer may issue a warning and instructions for corrective action.

6.28.021 – Authority to Quarantine Animals

The Animal Services Officer is empowered to quarantine animals to prevent the spread of infectious diseases, to monitor animals for signs and symptoms or rabies as described in Chapter 6.16, and when otherwise deemed necessary by a public health official.

6.28.022 – Authority to Administer Licensing Programs

The Animal Services Officer is empowered to administer all licensing programs as provided for in this Title.

6.28.023 – Consultation with State Veterinarian

The Animal Services Officer and their authorized representatives will consult with the State Veterinarian concerning the type and method of administration of all drugs to be utilized in the performance of their duties.

6.28.030 – Violation -- Penalties

A. Any person violating any of the provisions of this Title is guilty of a misdemeanor.

B. Any person who interferes with or resists an Animal Services Officers while they are engaged in the performance of their duties pertaining to the enforcement of this Title is guilty of a misdemeanor.

Adopted on the _____ day of _____, 2026, by the following vote:

Vote: Ayes: Commissioners _____

_____

_____

_____

_____

Nays: Commissioners: _____

_____

Absent: Commissioners _____

_____

_____
Mark Gardner, Chair

ATTEST:

_____
Amy Burgans, Clerk-Treasurer

This ordinance shall be effective on the _____ day of _____, 2026.

AGENDA ITEM NO. 14.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: January 22, 2026

TIME REQUIRED:

AGENDA: **COMMUNITY DEVELOPMENT**

TITLE:
For presentation only. Introduction of **Ordinance 2025-1661**, a Zoning Text Amendment amending Douglas County Code, Title 20, by revising Chapters 20.658, 20.662, 20.664, 20.666, and 20.668, in order to implement the requirements of Assembly Bill 241, passed by the Nevada State Legislature during the 2025 legislative session, by allowing mixed-use residential development in commercial zones. The applicant is Douglas County. First Reading. (Kate O'Neil, Planning Department)

RECOMMENDED MOTION:
Pursuant to NRS 244.100, the proposed ordinance is only required to be read by title to the Board of County Commissioners for introduction.

FINANCIAL IMPACT:
There is no direct financial impact at this time. However, there is the potential for additional property taxes collected based on the possibility of future residential development.

BACKGROUND:

On May of 2025, the Nevada State Legislature approved Assembly Bill 241 (AB 241), which modifies NRS Chapter 278, to require each governing body in the State of Nevada to adopt an ordinance that authorizes, by right, a multi-family housing development or mixed-use development that includes residential use on all property zoned for commercial use. AB 241 specifically does not apply to any property that is zoned for or in relation to an airport, is within the region defined in the Tahoe Regional Planning Compact, or is zoned for industrial use.

Previously, Douglas County only allowed multi-family residential development in the Mixed-Use Commercial (MUC) zoning district. However, AB 241 now requires that multi-family residential development also be permitted by right in the remaining commercial zoning districts, including Neighborhood Commercial (NC), Tourist Commercial (TC), Office Commercial (OC) and General

Commercial (GC). Effectively, every commercial zoning district must now allow for some form of multi-family residential development.

The proposed Zoning Text Amendment revises County Code to allow for multi-family residential development in all commercial zoning districts. However, as is already required in the MUC zoning district, any multi-family residential development must include a mixed-use component, meaning at least 25% of the residential development must be devoted to commercial uses.

The original concept for this ordinance was to require a mixed-use component only in Neighborhood Commercial(NC) and Office Commercial (OC) zoning districts. In General Commercial (GC) and Tourist Commercial (TC) zoning districts, the mixed-use component would not be required. The original concept also included a Zoning Map Amendment that would have eliminated the MUC zoning district.

Staff presented that original concept to the Gardnerville Town Advisory Board on December 2, 2025, and to the town advisory boards of Genoa and Minden on December 3, 2025. At these meetings, the towns provided important feedback and advice, especially with regard to their community plans and plans for prosperity. Staff took that feedback into consideration and determined that a mixed-use component should be required when doing a multi-family development in all commercial zoning districts, not just in the NC and OC zoning districts. In addition, staff determined that eliminating the MUC zoning district and rezoning the MUC parcels to another commercial zoning district would not be necessary at this time.
Staff were originally planning to present this item to the Planning Commission on December 9, 2025, but staff requested a continuance to implement the desired changes. Those changes are now incorporated into the proposed Ordinance 2025-1661.

Staff presented the revised Ordinance 2025-1661 to the Planning Commission on January 13, 2026. The Planning Commission voted unanimously to recommend approval of Ordinance 2025-1661 to the Board of County Commissioners.

ATTACHMENTS:
SR First Reading Ord 2025-1661 BoCC Meeting January 22.pdf
Ordinance 2025-1661 - ZTA for AB 241.pdf
AB241_EN_2_Updated.pdf

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Tom Dallaire, P.E.
Community Development Director

775-782-6201
FAX: 775-782-6297
website: www.douglascountynv.gov

Building Division
Engineering Division
Planning Division
Code Enforcement

MEMORANDUM

Date: January 22, 2026

To: Board of County Commissioners

From: Kate Moroles-O'Neil, Planning Department

Subject: First Reading of Ordinance 2025-1661, a Zoning Text Amendment amending various chapters in Douglas County Code, Title 20, to implement the requirements of Assembly Bill 241, passed by the Nevada State Legislature during the 2025 legislative session.

I. REQUEST

For presentation only. Introduction of **Ordinance 2025-1661**, a Zoning Text Amendment amending Douglas County Code, Title 20, by revising Chapters 20.658, 20.662, 20.664, 20.666, and 20.668, in order to implement the requirements of Assembly Bill 241, passed by the Nevada State Legislature during the 2025 legislative session, by allowing mixed-use and multi-family residential development in commercial zones. The applicant is Douglas County. (Kate O'Neil, Planning Department).

II. RECOMMENDATION

Pursuant to NRS 244.100, the proposed ordinance is only required to be read by title to the Board of County Commissioners for introduction.

III. BACKGROUND

On May of 2025, the Nevada State Legislature approved Assembly Bill 241, which modifies NRS Chapter 278, to require each governing body in the State of Nevada to adopt an ordinance that authorized by-right a multi-family housing development or mixed-use development that includes residential use on property zoned for commercial use.

On December 9, 2025, staff appeared before the Planning Commission to present this Ordinance but requested a continuance to reevaluate the implementation of AB241. Prior to the Planning Commission meeting, staff took items associated to AB241 to the Town Boards of Gardnerville, Minden and Genoa. After discussing with the town boards and receiving feedback from board members as well as public comments, staff determined that a continuance was needed to further

review this item to determine how staff could implement the requirements of AB241 while also adhering to the requests of the town boards.

After further review and consideration, staff determined that a Zoning Map Amendment (ZMA) will not be required. The difference in uses in MUC vs NC for example, posed some concerns and until all land uses can be reevaluated the Mixed-Use Commercial (MUC) zoning overlay district will remain in Title 20 Code. Those properties that are currently zoned MUC will maintain that zoning distinction and the implementation of AB241 will not have any effect on these properties.

In addition, staff are proposing that multi-family housing with a commercial component is allowed by right in any of the following commercial zoning districts per the requirements of AB241; Neighborhood Commercial (NC), Office Commercial (OC), General Commercial (GC) and Tourist Commercial (TC). Previously, staff had proposed that a commercial component was only required in NC and OC when doing a multi-family housing project.

On January 13, 2026, the Planning Commission voted unanimously to recommend approval of Ordinance 2025-1661.

To implement Assembly Bill 241, the County plans to update the Doulgas County Development Code (Title 20 of the Douglas County Code) as follows:

- Multi-Family Residential (MFR) development will be allowed in all commercial zones.
- MUC design standards and requirements will still be required in all commercial zoning districts where MFR development is proposed.
    - In General Commercial (GC), Tourist Commercial (TC), Neighborhood Commercial (NC) and Office Commercial (OC) zoning districts, MFR development will require a mixed-use component. Meaning, any proposed MFR development must include some type of approved commercial use.

It is important that the County maintain a commercial component within the commercial zoning districts. In addition, all the above commercially zoned properties can still develop 100% commercial projects. AB241 only pertains to those commercial properties wanting to do a multi-family mixed-use project.

IV. FINDINGS FOR A ZONING TEXT AMENDMENT

Pursuant to Douglas County Code, Section 20.610.050, the following findings must be made in the affirmative:

A. That the proposed amendment is consistent with the policies embodied in the adopted Master Plan and the underlying land use designation contained in the land use plan.

Staff Response: Staff believe this finding can be made. Per Assembly Bill (AB) 241, Douglas County is now in compliance allowing for multi-family withing commercially zoned properties and no conflict exist within the Master Plan land use designation.

B. That the proposed amendment will not be inconsistent with the adequate public facilities policies contained in Douglas County Code, Title 20.

Staff Response: Staff believe this finding can be made. Implementation of AB 241 is not inconsistent, and all provisions related to adequate public facilities contained in Title 20 and the Design Criteria and

Improvement Standard Manual are still in effect and will apply to any future projects to ensure such projects are limited to occupancies and densities that can be served with adequate public facilities.

C. That the proposed amendment is compatible with the actual and master planned use of the adjacent properties.

Staff Response: Staff believe this finding can be made. As noted above, the implementation of AB 241 and this Ordinance does not conflict with existing or future land use. Moreover, this is a request to amend the text of Title 20, not a zoning map.

D. If the amendment is in a receiving area and changes land to any industrial, commercial, or residential district, or otherwise increases the density or intensity of use, that the amendment is being requested in the context of a specific plan or a planned development, and utilizes transfer development rights.

Staff Response: Staff believe this finding can be made. There is no zoning changes to any parcels associated with this ZTA. The standards for mixed-use developments within a commercial zoning district will still adhere to current code requirements.

VI. CONCLUSION

Pursuant to NRS 244.100, the proposed ordinance is only required to be read by title to the Board of County Commissioners for introduction.

ORDINANCE 2025-1661

SUMMARY

Ordinance 2025-1661, a Zoning Text Amendment amending Douglas County Code, Title 20, by revising Chapters 20.658, 20.662, 20.664, 20.666, and 20.668, in order to implement the requirements of Assembly Bill 241, passed by the Nevada State Legislature during the 2025 legislative session, by allowing mixed-use residential development in commercial zones.

TITLE

Ordinance 2025-1661, a Zoning Text Amendment amending Douglas County Code, Title 20, by revising Chapters 20.658, 20.662, 20.664, 20.666, and 20.668, in order to implement the requirements of Assembly Bill 241, passed by the Nevada State Legislature during the 2025 legislative session, by allowing mixed-use residential development in commercial zones.

RECITALS

WHEREAS, in May of 2025, the Nevada State Legislature approved Assembly Bill 241, which modifies NRS Chapter 278, to require each governing body in the State of Nevada to adopt an ordinance that authorizes by right a multi-family housing development or mixed-use development that includes residential use on property zoned for commercial use.

WHEREAS, on January 22, 2026, the Douglas County Board of Commissioners (the "Board") introduced this Ordinance 2025-1661, which complies with the requirements of Assembly Bill 241.

WHEREAS, on February 19, 2026, the Board held a public hearing on this Ordinance 2025-1661 and determined that the findings required for a zoning text amendment, as stated in Douglas County Code Chapter 20.610, had been met and that Ordinance 2025-1661 should therefore be adopted.

NOW THEREFORE, based on the foregoing considerations, the Board does ordain as follows:

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SECTION I: Section 20.658.010 of the Douglas County Code is hereby amended as follows, with added text underlined and deletions ~~stricken through~~.

20.658.010 Non-residential district development standards (Table).

Minimum Development Standards	PR	NC	OC	GC	MUC	TC	LI	GI	SI	PF	AP
Minimum Net Lot Area (Square feet except as noted)[6,8]	20000	10000	7500	10000	0	1 ac	1 ac	1 ac	10000	0	0
Average Lot Width (feet) Average Cor~~o~~ner Lot Width (feet)	90 100	80 88	80 88	N/A N/A	N/A N/A	100 110	100 110	100 110	80 80	0 0	0 0
Front Setback (feet)[1, 1a]	20	20	10	20	15	10	20	20	20	0	0[2]
Rear Setback (feet)[1a, 2, 3, 5]	20	10	5	0[2]	10	0[2]	10	10	0[2]	10	0[2]
Side Setback Minimum (feet)[1a, 3]	20	0[2]	0[2]	0[2]	0[2]	0[2]	10	10	0[2]	10	0[2]
Side Setback, Street Side (feet)[1a, 3]	15	15	10	15	15	10	20	15	15	15	0[2]
Floor Area Ratio (Maximum Percentage)	35/50[4]	35/50[4]	35/50[4]	35/50[4]	35/50[4]	35/50[4]	35/50[4]	35/50[4]	35/50[4]	N/A	N/A
Maximum Structure Height (feet)	35	35	35	45	35[7]	45	45	45	45	N/A	45

DU = Dwelling Unit ac. = Acre N/A = Not Applicable

[1] The required front setback may be reduced down to zero (0) feet for projects fronting on U.S. Highway 395 between the intersections of State Route 88 to the north and the Elges-Waterloo extension to the south, or as otherwise adopted for projects located in a specific plan.

[1a] The required front setback may be reduced to zero (0) feet within non-residential zoning districts within the Town of Genoa, with the exception of properties fronting on the east and west sides of Main Street, south of Nixon Street/Genoa, and north of Carson Street. A minimum 40-foot front yard setback is required for properties located on the west side of Main Street, or a setback consistent with the adjacent or existing structures. A minimum 20-foot setback is required for properties located on the east side of Main Street, or a setback consistent with adjacent or existing structures. The required side, street side, and rear setback within non-residential zoning districts within the Town of Genoa may be reduced as required by the Uniform Building Code.

[2] Except as required by the Uniform Building Code.

[3] Side and rear yard setbacks shall be a minimum of 15 feet adjacent to a single-family residential district.

[4] The maximum Floor Area Ratio shall be 35% for one-story buildings and 50% for multi-story buildings. ~~In the MUC zoning district~~ For multi-family projects with a mixed-use component, the maximum Floor Area Ratio may be increased to 75 percent when all other provisions of this title have been met.

[5] For parcels adjoining alleys, the yard setback adjoining the alley may be reduced to a minimum of five feet.

[6] Minimum net lot area includes all common areas, parking, landscaping and building areas associated with a project for the purposes of creating building envelopes or nonresidential condominium units.

[7] The height of multi-family residential structures ~~within the MUC zoning district~~ with a mixed-use component may be increased as provided in chapter 20.664.

[8] Existing commercially zoned lots within the Towns of Gardnerville and Minden are exempt, if all other requirements of this title have been met.

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SECTION II: Section 20.658.020 of the Douglas County Code, Table Section .100 and the footnotes, are hereby amended as follows, with added text underlined and deletions ~~stricken through~~.

20.658.020 Use (see sections in chapter 20.660 for use descriptions)	PR	NC	OC	GC	MUC	TC	LI	GI	SI	PF	AP
.100 Residential uses											
(A) Boarding house	D	D	D	D	D	D	X	X	X	X	X
(C) Manufactured home park	X	X	X	X	X	X	X	X	X	X	X
(D) Multi-family dwelling	X	~~X~~D[4b]	~~X~~D[4b]	~~X~~D[4b]	D[4a]	~~X~~D[4b]	X	X	X	X	X
(E) Single-family dwelling	X	X	X	X	X	X	X	X	X	X	X

[1] Permitted only if located within a GD overlay district. See Chapter 20.685.

[2] Sheriff's substations are permitted within the AP zoning district by design review (D).

[3] See section 20.664.090 for specific standards.

[4a] Permitted only with a mixed-use component, and ~~S~~subject to the provisions of section 20.650.010.C(5) and the specific standards set forth in 20.668.085 and 20.664.125.

[4b] Permitted only with a mixed-use component, and subject to the specific standards set forth in 20.668.085 and 20.664.125.

[5] See chapter 20.668 regarding specific standards for airport uses.

[6] Special use permit required for facilities that exceed the maximum height requirement of the applicable zoning district.

[7] See Chapter 20.664 for specific standards and required zoning permits as dictated by height of structure.

[8] Craft foods or alcoholic beverages (large) are prohibited in the Neighborhood Commercial and the Mixed-Use Commercial zoning district.

[9] Only a design review is required for Aboveground Utility Projects located within a County adopted Utility Corridor.

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SECTION III: Section 20.662.010 of the Douglas County Code, Table Sections 120 and 125, are hereby amended as follows, with added text underlined and deletions ~~stricken through~~.

Specific Standards (See Section in chapter 20.664)	SFR-T 3,000	SFR-T 4,000	SFR-T 6,000	SFR-T 8,000	A-19	FR 19/40	SFR 8,000	SFR 12,000	SFR 1/2	SFR 1	SFR 2	MFR	RA 5	RA 10
120. Multiple family housing (no mixed-use component) ~~(multifamily residential zoning district)~~												+		
125. Multiple family housing (mixed-use component ~~com. zoning district~~)												+		

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SECTION IV: Sections 20.664.120 and 20.664.125 of the Douglas County Code are hereby amended as follows, with added text underlined and deletions ~~stricken through~~.

20.664.120 Multi-family housing (no mixed-use component) ~~(multi-family residential zoning district)~~.

Multi-family housing that does not require a mixed-use component ~~within a multi-family residential zoning district~~ is subject to design review and shall be constructed in the following manner:

A. All multi-family developments with 12 or more dwelling units must provide 25 percent of the project site as useable open space for passive and active recreational uses. Useable open space areas must not include rights-of-way, vehicle parking areas, areas adjacent to or between any structures less than 15 feet apart, setbacks, patios or private yards, or slope areas greater than 8 percent.

B. Each dwelling unit must have a private, walled patio or balcony in accordance with the following:

1. Ground floor units must have a patio or balcony not less than 150 square feet in area or 25 percent of the dwelling unit size, whichever is less.

2. All other units must have a patio or balcony not less than 75 square feet in area.

C. All multi-family developments must provide recreational amenities within the site which may include a swimming pool, spa, club house, tot lot with play equipment, picnic shelter or barbecue area, court game facilities such as tennis, basketball, or racquetball, improved softball or baseball fields, or, day care facilities. The type and number of amenities must be approved by the director and provided according to the following schedule:

Units	Number of Amenities
0-11	0
12-50	1
51-100	2
101-200	3
201-300	4

One amenity must be added for each 100 additional units or fraction thereof.

D. Off-street parking spaces for multi-family residential developments must be located within 150 feet from the dwelling unit (front or rear door) for which the parking space is provided.

E. Each dwelling unit must be provided a minimum of 150 cubic feet of private enclosed storage space within the garage, carport, or immediately adjacent to the dwelling unit.

F. Driveway approaches within multiple family developments of 12 or more units must be delineated with interlocking pavers, rough-textured concrete, or stamped concrete and landscaped medians.

G. All parts of all structures must be within 150 feet of paved access for single story and 50 feet for multi-story.

H. Common laundry facilities of sufficient number and accessibility consistent with the number of living units and the current County building code must be provided.

I. Where common laundry facilities are not provided, each dwelling unit must be designed for a washing machine and dryer.

20.664.125 Multi-family housing (mixed-use component ~~commercial zoning district~~).

The purpose of requiring a mixed-use component with certain multi-family housing projects is to create areas which integrate compatible commercial uses with medium density multi-family residential uses, provide for a better jobs-housing balance, conserve land resources, reduce commuter trips, and provide opportunities for more affordable housing, all through proper design.

Multi-family housing that requires a mixed-use component ~~within a mixed-use commercial zoning district~~ is subject to design review and shall be constructed in the following manner:

A. Floor area ratios:

1. Between 25 percent and 50 percent of the total project floor area must be devoted to commercial uses, with 50 to 75 percent of the project floor area devoted to residential uses.

2. Maximum residential density is 16 dwelling units per gross acre.

3. Maximum building height is 35 feet for horizontal design. Horizontal design includes residential uses and commercial uses each within separate buildings. Maximum building height for vertical design (minimum first floor retail/office) is 50 feet, except as noted below. If the project site exceeds 5 percent average slopes, the maximum height may be increased to 60 feet, except as noted below. If the height exceeds 35 feet, design features to reduce roof mass must be provided.

a. Within the Town of Genoa, the maximum building height is 35 feet.

b. Within the Towns of Minden and Gardnerville, the maximum building height is 45 feet.

4. Design must be architecturally compatible with and enhance the surrounding neighborhood and must properly integrate the multi-family residential and commercial uses by creating a pedestrian-oriented mixed-use environment.

5. Projects with 12 or more dwelling units must provide 10 percent of the ~~mixed-use commercial~~ development area as useable open space for passive and active recreational uses. Useable open space areas shall not include rights-of-way, vehicle parking areas, areas adjacent to or between any structures less than 15 feet apart, or slope areas greater than 8 percent. Exceptions to useable open space may be allowed when a project includes regional open space amenities such as a neighborhood or regional park, or provides enhanced pedestrian-oriented connections which connect to existing or planned regional open space uses.

6. Projects with 50 or more units must provide transit loading/unloading areas that are convenient to the residents.

7. Design must minimize visual impacts to the surrounding neighborhood.

8. Integrated access, parking, pedestrian connections, and drainage must be provided.

9. For structures exceeding 45 feet in height, setbacks from adjacent properties with existing single-family residential uses must be a minimum of 30 feet for all yards.

10. Projects exceeding 45 feet in height may apply for density bonus units under an affordable housing agreement as provided under chapter 20.440.

11. All projects must provide recreational amenities within the site which may include a swimming pool, spa, clubhouse, tot lot with play equipment, picnic shelter or barbecue area, court game facilities such as tennis, basketball, or racquetball, improved softball or baseball fields, or day care facilities. The type and number of amenities must be approved by the director and provided according to the following schedule:

Units	Number of Amenities
0-11	2
12-50	3
51-100	4
101-200	5
201-300	6

One amenity must be added for each 100 additional units or fraction thereof.

12. Off-street parking for ~~mixed-use commercial~~ multi-family residential development with a mixed-use component is as follows, except where noted below:

a. One parking space is required for each 250 square feet of commercial floor area.

b. 1.5 parking spaces is required for each residential unit.

c. Exceptions to both a and b above, is allowed when the project is within an established parking district.

13. Each dwelling unit must be provided a minimum of 150 cubic feet of private enclosed storage space within the garage, carport, or immediately adjacent to the dwelling unit.

14. Common laundry facilities of sufficient number and accessibility consistent with the number of living units and the current County Building Code must be provided.

15. Where common laundry facilities are not provided, each dwelling unit must be designed for a washing machine and dryer.

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SECTION V: Section 20.666.010 of the Douglas County Code, Table Sections 080 and 085, are hereby amended as follows, with added text underlined and deletions ~~stricken through~~.

Specific Standards (*See* section in chapter 20.668)	PR	NC	OC	GC	MUC	TC	LI	GI	SI	PF	AP
080. Multi-family housing (no mixed-use component ~~MFR zone~~)					~~+~~						
085. Multi-family housing (mixed-use component ~~MCU zone~~)		+	+	+	+	+					

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SECTION XIII: Sections 20.668.080 and 085 of the Douglas County Code are hereby amended as follows, with added text underlined and deletions ~~stricken through~~.

20.668.080 Multi-family housing – no mixed-use component ~~MFR zone~~.

See section 20.664.120.

20.668.085 Multi-family housing – mixed-use component ~~MUC zone~~.

See section 20.664.125.

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Proposed on the ____ day of _____, 2026.

Adopted this ____ day of _____, 2026, by the following vote:

Vote- Ayes: Commissioners _____
_____
_____
_____
_____

Nays: Commissioners _____
_____

Absent: Commissioners _____
_____

_____
Mark Gardner, Chair
Douglas County Board of Commissioners

Attest:

_____
Amy Burgans, Douglas County Clerk-Treasurer

This ordinance is effective on the ____ day of _____, 2026.

Assembly Bill No. 241–Assemblymember Jauregui

CHAPTER.....

AN ACT relating to housing; requiring the governing body of each county and city to adopt an ordinance to authorize by-right a multifamily housing development or mixed-use development that includes a residential use on property zoned for commercial use; declaring void certain county or city ordinances; authorizing the State Land Registrar to transfer, under certain circumstances, certain real property owned by the State of Nevada to certain entities without consideration; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Section 1 of this bill requires each governing body of a county or city to adopt an ordinance that authorizes by-right a multifamily housing development or mixed-use development that includes a residential use on property zoned for commercial use. **Section 1** also authorizes such an ordinance to establish certain standards and requirements to qualify for such a by-right development. **Section 1** further provides that any such ordinance does not apply to any property: (1) that is zoned for or in relation to an airport; or (2) within the region defined in the Tahoe Regional Planning Compact. (NRS 277.200) **Section 1** further provides that property zoned for commercial use does not include property zoned for industrial use. **Section 5** of this bill declares void any ordinance, regulation or rule of a county or city which conflicts with the provisions of this bill.

Existing law authorizes the governing body of a county or city to divide the county, city or region into zoning districts of such number, shape and area as are best suited to carry out certain purposes. Within a zoning district, the governing body may regulate and restrict the erection, construction, reconstruction, alteration, repair or use of buildings, structures or land. (NRS 278.250) **Section 4** of this bill creates an exception to account for the requirement that the governing body of a county or city adopt an ordinance to authorize by-right a multifamily housing development or mixed-use development that includes a residential use on property zoned for commercial use pursuant to **section 1**.

Existing law requires that an action or proceeding seeking judicial relief or review from or with respect to any final action, decision or order of any governing body of a county or city be commenced within 25 days after the date of filing of notice of the final action, decision or order with the clerk or secretary of the governing body. (NRS 278.0235) **Section 3** of this bill applies these provisions to **section 1**.

Section 2 of this bill makes a conforming change to apply the definitions of certain terms relating to planning and zoning to **section 1**.

Existing law requires the State Land Registrar to execute on behalf of the State of Nevada any lease, deed or other document by which any land or interest therein owned by the State is conveyed. (NRS 321.003) **Section 5.3** of this bill authorizes the State Land Registrar to transfer title to certain real property owned by the State, with certain restrictions, to Catholic Charities of Northern Nevada and the Reno-Sparks Gospel Mission. **Section 5.3** provides that such a transfer is conditioned upon the Reno Redevelopment Agency entering into certain agreements with Catholic Charities of Northern Nevada or the Reno-Sparks Gospel Mission. **Section 5.3** further provides that such agreements must require the Reno Redevelopment

Agency to: (1) survey and generate a legal description for the portions of real property that the State Land Registrar is authorized to transfer to each entity; and (2) pay the costs relating to the transfer of the real properties. **Section 5.5** of this bill requires the deed for the real properties to include certain restrictions and provide for the reversion of the title to the real properties under certain circumstances.

EXPLANATION – Matter in ***bolded italics*** is new; matter between brackets [~~omitted material~~] is material to be omitted.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Chapter 278 of NRS is hereby amended by adding thereto a new section to read as follows:

1. Except as otherwise provided in subsection 2, not later than March 1, 2026, each governing body shall adopt an ordinance that authorizes by-right a multifamily housing development or mixed-use development that includes a residential use on property zoned for commercial use. The ordinance may establish standards and requirements to qualify for by-right a multifamily housing development or mixed-use development.

2. Any ordinance adopted pursuant to this section does not apply to any property:

(a) That is zoned for or in relation to an airport; or

(b) Within the region defined by NRS 277.200, the Tahoe Regional Planning Compact.

3. As used in this section, "property zoned for commercial use" does not include property zoned for industrial use.

Sec. 2. NRS 278.010 is hereby amended to read as follows:

278.010 As used in NRS 278.010 to 278.630, inclusive, ***and section 1 of this act,*** unless the context otherwise requires, the words and terms defined in NRS 278.0103 to 278.0195, inclusive, have the meanings ascribed to them in those sections.

Sec. 3. NRS 278.0235 is hereby amended to read as follows:

278.0235 1. No action or proceeding may be commenced for the purpose of seeking judicial relief or review from or with respect to any final action, decision or order of any governing body, commission or board authorized by NRS 278.010 to 278.630, inclusive, ***and section 1 of this act,*** unless the action or proceeding is commenced within 25 days after the date of filing of notice of the final action, decision or order with the clerk or secretary of the governing body, commission or board.

2. A petitioner or cross-petitioner who is seeking judicial review must serve and file a memorandum of points and authorities within 40 days after an action is commenced.

3. The respondent or cross-petitioners shall serve and file a reply memorandum of points and authorities within 30 days after the service of the memorandum of points and authorities.

4. The petition or cross-petitioner may serve and file a reply memorandum of points and authorities within 30 days after service of the reply memorandum.

5. Within 7 days after the expiration of the time within which the petitioner is required to reply, any party may request a hearing. Unless a request for hearing has been filed, the matter shall be deemed submitted.

6. All memoranda of points and authorities filed in proceedings involving petitions for judicial review must be in the form provided for appellate briefs in Rule 28 of the Nevada Rules of Appellate Procedure.

7. The court, for good cause, may extend the times allowed in this section for filing memoranda.

Sec. 4. NRS 278.250 is hereby amended to read as follows:

278.250 1. For the purposes of NRS 278.010 to 278.630, inclusive, ***and section 1 of this act,*** the governing body may divide the city, county or region into zoning districts of such number, shape and area as are best suited to carry out the purposes of NRS 278.010 to 278.630, inclusive ~~[. Within]~~ ***, and section 1 of this act. Except as otherwise provided in section 1 of this act, within*** the zoning district, it may regulate and restrict the erection, construction, reconstruction, alteration, repair or use of buildings, structures or land.

2. The zoning regulations must be adopted in accordance with the master plan for land use and be designed:

(a) To preserve the quality of air and water resources.

(b) To promote the conservation of open space and the protection of other natural and scenic resources from unreasonable impairment.

(c) To consider existing views and access to solar resources by studying the height of new buildings which will cast shadows on surrounding residential and commercial developments.

(d) To reduce the consumption of energy by encouraging the use of products and materials which maximize energy efficiency in the construction of buildings.

(e) To provide for recreational needs.

(f) To protect life and property in areas subject to floods, landslides and other natural disasters.

(g) To conform to the adopted population plan, if required by NRS 278.170.

(h) To develop a timely, orderly and efficient arrangement of transportation and public facilities and services, including public access and sidewalks for pedestrians, and facilities and services for bicycles.

(i) To ensure that the development on land is commensurate with the character and the physical limitations of the land.

(j) To take into account the immediate and long-range financial impact of the application of particular land to particular kinds of development, and the relative suitability of the land for development.

(k) To promote health and the general welfare.

(l) To ensure the development of an adequate supply of housing for the community, including the development of affordable housing.

(m) To ensure the protection of existing neighborhoods and communities, including the protection of rural preservation neighborhoods and, in counties whose population is 700,000 or more, the protection of historic neighborhoods.

(n) To promote systems which use solar or wind energy.

(o) To foster the coordination and compatibility of land uses with any military installation in the city, county or region, taking into account the location, purpose and stated mission of the military installation.

3. The zoning regulations must be adopted with reasonable consideration, among other things, to the character of the area and its peculiar suitability for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city, county or region.

4. In exercising the powers granted in this section, the governing body may use any controls relating to land use or principles of zoning that the governing body determines to be appropriate, including, without limitation, density bonuses, inclusionary zoning and minimum density zoning.

5. As used in this section:

(a) "Density bonus" means an incentive granted by a governing body to a developer of real property that authorizes the developer to build at a greater density than would otherwise be allowed under the master plan, in exchange for an agreement by the developer to perform certain functions that the governing body determines to be

socially desirable, including, without limitation, developing an area to include a certain proportion of affordable housing.

(b) "Inclusionary zoning" means a type of zoning pursuant to which a governing body requires or provides incentives to a developer who builds residential dwellings to build a certain percentage of those dwellings as affordable housing.

(c) "Minimum density zoning" means a type of zoning pursuant to which development must be carried out at or above a certain density to maintain conformance with the master plan.

Sec. 5. On and after March 1, 2026, any ordinance, regulation or rule of a county or city which conflicts with the provisions of this act is void and unenforceable.

Sec. 5.3. 1. If the Reno Redevelopment Agency enters into an agreement with Catholic Charities of Northern Nevada or the Reno-Sparks Gospel Mission, as applicable, pursuant to subsection 2, the Administrator of the Division of State Lands of the State Department of Conservation and Natural Resources, as ex officio State Land Registrar, may transfer, without consideration, to:

(a) Catholic Charities of Northern Nevada, all interest of the State of Nevada in the real property located on the western portion of the property commonly known as the Northern Nevada Adult Mental Health Services Campus, containing approximately 4 acres, and further described in the legal description generated by the Reno Redevelopment Agency pursuant to subsection 2; and

(b) The Reno-Sparks Gospel Mission, all interest of the State of Nevada in the real property located on the western portion of the property commonly known as the Northern Nevada Adult Mental Health Services Campus, containing approximately 1.3 acres, and further described in the legal description generated by the Reno Redevelopment Agency pursuant to subsection 2,

➥ to provide community and social services to at-risk and underserved populations, which may include, without limitation, affordable housing, workforce housing, supportive housing, food services, supportive services and any other service for at-risk and underserved communities.

2. The Reno Redevelopment Agency shall enter into an agreement with Catholic Charities of Northern Nevada or the Reno-Sparks Gospel Mission, as applicable, relating to the transfer of the property described in subsection 1. The agreement must require the Reno Redevelopment Agency to:

(a) Survey and generate a legal description for the real properties described in paragraphs (a) and (b) of subsection 1; and

(b) Pay the costs relating to the transfer of the real property.

Sec. 5.5. If real property is transferred pursuant to section 5.3 of this act, the deed from the State of Nevada to Catholic Charities of Northern Nevada or the Reno-Sparks Gospel Mission, as applicable, must, subject to any easement, condition or other encumbrance of record:

1. Include restrictions:

(a) Requiring that the real property be used to provide community and social services to at-risk and underserved communities, which may include, without limitation, affordable housing, workforce housing, supportive housing, food services and any other services provided for at-risk and underserved communities; and

(b) Prohibit Catholic Charities of Northern Nevada or the Reno-Sparks Gospel Mission, as applicable, or any successors in title from transferring, leasing, encumbering or otherwise disposing of the property except pursuant to the express authority of the Legislature.

2. Provide for the reversion of the title to the property to the State of Nevada upon the breach of any restriction specified in subsection 1.

Sec. 6. The provisions of NRS 354.599 do not apply to any additional expenses of a local government that are related to the provisions of this act.

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AGENDA ITEM NO. 15.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: January 22, 2026

TIME REQUIRED:

AGENDA: **FINANCE**

TITLE:
For possible action. Discussion to approve the Fiscal Year 2026-27 Budget Objectives, Directives, and Calendar. (Kathy Lewis, Chief Operating Officer)

RECOMMENDED MOTION:
Approve the Fiscal Year 2026-27 Budget Objectives, Directives, and Calendar, as presented.

FINANCIAL IMPACT:
None by this action.

BACKGROUND:
The Board of County Commissioners is required to adopt a balanced budget by June 1, 2026, for Fiscal Year 2026-27. Staff therefore seeks direction from the Board as the County prepares the Fiscal Year 2025-26 budget. Attached are proposed budget objectives, directives, and the budget calendar for consideration.

Staff will also review the Fiscal Year 2023-24 Audited Financials (past), and the Fiscal Year 2025-26 Budget Status (current), and discuss challenges, objectives, and directives for the Fiscal Year 2026-27 Budget (future).

ATTACHMENTS:
Budget Directives 26-27 - final.doc

Douglas County
Fiscal year 2026-27
(July 1, 2026 through June 30, 2027)
Proposed Budget Objectives, Directives and Calendar

Budget Objectives

- Present a balanced budget that maintains existing service levels.
- Prepare for and plan future priority projects, including:
    - Judicial Center
    - Remodel of JLEC
    - Upgrade or replacement of emergency responder equipment
    - Maintenance of road infrastructure
    - Funding of stormwater infrastructure
    - Completion of Strategic Plan objectives

Budget Directives

Departmental proposed budgets shall be prepared in compliance with these directives, adhere to the County's Financial Policies, and be consistent with direction provided by the Board of County Commissioners (BOCC). These directives are intended to guide the development of a fiscally responsible and sustainable budget.

Balancing Funds

1. **General Fund and Applicable Special Revenue Funds -** Shall be balanced, with operating expenditures equal to or less than projected operating revenues.

2. **Enterprise and Internal Service Funds -** Shall reflect the full cost, both direct and indirect, of providing services supported by each fund.

Revenues

The County shall budget revenues conservatively, using recent trend data, information provided by the State and departments, and other relevant economic indicators.

Personnel Costs

1. No new personnel positions shall be included in departmental budgets unless approved by the Board of County Commissioners.
2. Personnel budgets shall be prepared in accordance with County labor contract agreements and resolutions approved by the Board of County Commissioners.

Services and Supplies (Operating Budget)

1. Total departmental Services and Supplies budgets shall not increase above the current year's (FY 2025–26) total adopted budget.
    - If an increase to a specific account is necessary, departments must identify a corresponding reduction in another account of equal amount.
    - Requests to increase a department's total Services and Supplies budget (by department and fund) above FY 2025–26 adopted levels must be submitted through a **Department Operating Exemption Request**.
2. Requests associated with a new program or a one-time expenditure must be submitted with a **Supplemental New Program Budget Request**.
3. Departments shall review line items with a history of under-expenditure and, where appropriate, adjust budgeted amounts accordingly.

Capital Outlay and Projects

1. Capital outlay and projects include expenditures exceeding capitalization thresholds and having a useful life of more than one year.

Douglas County Asset Capitalization Thresholds	
Land	$1
Buildings & Improvements	$50,000
Infrastructure & Improvements	$50,000
Vehicles, Machinery, and Equipment	$10,000
Assets Purchased with Federal Funds	$5,000

2. All capital outlay or project requests must be submitted using a **Supplemental Capital Budget Request**.

Budget Calendar

- **January 22** – Budget Kickoff: BOCC approval of Budget Objectives, Directives, and Calendar
- **March 23, 24, 30 & 31** – Special BOCC Meetings: Budget hearings, including department presentations
- **May 7** – BOCC Meeting: Budget update and presentation of the Capital Improvement Plan (CIP)
- **May 28** – BOCC Meeting: Presentation of final budget for approval

AGENDA ITEM NO. 16.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: January 22, 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:
For presentation only.

FINANCIAL IMPACT:
None.

BACKGROUND:
This is an opportunity for Commission members to update the other Commissioners about what is occurring on the various boards to which they have been appointed.

These boards/commissions/meetings include but are not limited to the following:

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

Nathan Tolbert, Vice Chair:
Audit Committee
Carson Water Subconservancy District

Debt Management Commission
Lake Tahoe South Shore Chamber (Alt.)
Nevada Works
Parks & Recreation Advisory Board
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
Quad County Coalition (Alt.)
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
China Spring and Aurora Pines Girls Facility Advisory Board Executive Committee
Nevada Works (Alt.)
South Shore Transportation Management Association
Tahoe Transportation District

Commissioner Danny Tarkanian:
Carson Valley Visitors Authority (Alt.)
Law Library
Northern Nevada Development Authority (NNDA)
Nevada Tahoe Conservation District
Joint Powers/Waste Management (Alt.)

There will be no discussion or action taken on these reports/updates.

ATTACHMENTS: